

**EQUIPMENT LEASE  
GENERAL TERMS AND CONDITIONS DATED 1 DECEMBER 2024**

These General Terms and Conditions (Terms) apply in full to all requests for information, quotation, orders and agreements pursuant to which **Power Solutions NV**, a company, incorporated under the laws of Belgium, with its registered office at Blikstraat 2, 2110 Wijnegem, BE0414.641.049 registered with the Crossroads Bank for Enterprises under number 0414.641.049 (RLE Antwerp, division Antwerp) (Lessor or Power Solutions) leases the Equipment (as defined herein) to its customers (also referred herein as the Lessee).

Except where Power Solutions and the Lessee have entered into a separate signed written agreement with different terms of service and rental provisions, these Terms, along with any schedules or annexes attached hereto, are the only terms which govern the provision of Services and Equipment by Power Solutions to the Lessee (hereinafter referred to as the Agreement). Any provisions or conditions of the Lessee's purchase order or acceptance which are inconsistent with, or in addition to these Terms shall not be binding on Power Solutions and shall not be applicable. In the event of any discrepancy or inconsistency between the terms outlined in the signed separate agreement and those detailed in this Agreement, the provisions of the signed separate agreement shall always prevail.

If there is any ambiguity, discrepancy or inconsistency between the documents comprising the Agreement, the order of precedence shall be: (a) the Order Form; (b) these Terms; (c) any other documents referred to in (a) or (b) above.

**1. DEFINITIONS**

For the purpose of these General Terms and Conditions, the terms below are defined as follows:

- (i) Agreement: these Terms, the Order Form together with any documentation attached or referred to therein;
- (ii) Affiliate: in relation to a Party, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with that Party, from time to time;
- (iii) Effective Date: shall mean the date on which the Order Form is signed by both Parties.
- (iv) Equipment: every item of equipment, part of an item of equipment, accompanying products, replacement and every other article or object which is leased by the Lessee under the Agreement;
- (v) Force Majeure Event: any event or circumstance beyond the reasonable control of the affected Party, including but not limited to acts of God, war, terrorism, strikes, labor disputes, governmental orders or regulations, fire, flood, pandemic, or other natural disasters, which directly and significantly affects the Party's ability to perform its obligations under this Agreement;
- (vi) Lease Start Date: refers to the commencement date of the lease as specified in the Order Form.
- (vii) Lease Term: the period during which the Equipment is leased by the Lessee as set forth in the Order Form, which can be undefined or a fixed term;
- (viii) Lessee: The Party who leases the Power Solutions installation regardless of whether it is a one-man business, a company or a public legal person, as well as its legal successors or heirs;
- (ix) Local Business (LB): means any business entity or organization that operates primarily within Belgium;
- (x) Major Power Plants (MPP): refers to large-scale energy facilities designated for generating and distributing electricity on a significant scale, typically serving international markets or projects.
- (xi) Order Form: a written order placed by the Lessee to Power Solutions, specifying among others the details of the Lessee, the Equipment to be leased and quantities, lease term and delivery instructions.
- (xii) Parties: Power Solutions and the Lessee jointly; and Party means one of them;
- (xiii) Services: any services detailed in the Agreement;
- (xiv) Site: the location set out in the Agreement where the Equipment will reside during the Lease Term and/or the location where the Services will be performed;
- (xv) Specific Terms: refers to Schedule 1 attached to these Terms which sets forth additional terms and conditions related to specific aspects of the Agreement, such as environmental contribution, delivery site accessibility, fuel management, quality assurance, and working hours.

## **2. ORDER, DELIVERY AND RETURN**

- 2.1. Orders for Equipment, including specifications and quantities, must be submitted in writing by the Lessee and duly signed. Power Solutions will confirm availability and estimated delivery upon receipt of the Order Form.
- 2.2. Delivery of the Equipment shall be made either: (a) by the Lessee collecting the Equipment from the Power Solutions' premises; or (b) by Power Solutions to the Site or any other location agreed upon by the Parties, if Power Solutions has agreed in the Agreement.
- 2.3. Upon delivery of the Equipment or completion of assembly at the designated Site, Lessee or their representative must inspect the Equipment. If no written notice of discrepancies is provided to Power Solutions within three (3) days for LB or seven (7) days for MPP, from delivery or assembly completion, the Equipment is deemed delivered and assembled in good condition and to the satisfaction of the Lessee.
- 2.4. All delivery dates are estimates only and the time of delivery shall not be of the essence of the Agreement. In no circumstances shall Power Solutions be liable to compensate the Lessee in damages or otherwise for late delivery of the Equipment or any part thereof for whatever reason. Delivery delays due to unforeseen circumstances will lead to a mutually agreed upon revised schedule, absolving both parties of liability for related damages or losses.
- 2.5. Risk of loss or damage transfers to the Lessee upon Equipment delivery, or if collected at Power Solutions' premises, at the moment the Equipment are made available to the Lessee. The Lessee assumes responsibility for any loss or damage throughout the Lease Term.
- 2.6. Except where Power Solutions agrees in the Agreement to collect the Equipment, upon completion of the Lease Term, the Lessee shall return the Equipment, at its own risk and expense to Power Solutions in the same condition as received, allowing for reasonable wear and tear. Any damages beyond normal usage shall be assessed, and the Lessee shall be responsible for the costs of repair or replacement.

## **3. TITLE AND OWNERSHIP**

- 3.1. The Equipment remains the sole property of Power Solutions or its suppliers at all times, irrespective of the duration of possession or use by the Lessee.
- 3.2. The Lessee guarantees that the Equipment shall be used only for the purposes of the Lessee's own work and only at the Site, in a safe manner and in compliance with the applicable laws and regulations. The Lessee agrees not to remove the Equipment from the original Site without prior consent from Power Solutions, except for necessary repairs, and not to allow any third party to use the Equipment without the explicit written consent of Power Solutions.
- 3.3. The Lessee expressly agrees not to sell, transfer, assign, sublet, pledge, encumber, or create any lien against the Equipment or any interest in this Agreement without prior written consent from Power Solutions.

## **4. USE OF EQUIPMENT**

- 4.1. Power Solutions will supply the Lessee with all necessary accessories and spare parts for the Equipment's proper functioning as listed in the Order Form. These items must be returned in good condition, accounting for reasonable wear and tear and taking into account the consumable nature of the spare parts of the Equipment, at the Lease Term's end. Any non-consumable essential spare parts to the Equipment that may be damaged or broken must also be returned by the Lessee at the end of the Lease Term.
- 4.2. To the extent permitted by the applicable law, Power Solutions will supply fuel for the Equipment during the initial phase of the Lease Term as specified in the Agreement. This

provision covers a set duration or quantity as outlined in the Order Form. Following this period, Power Solutions shall assume responsibility for refuelling the Equipment as necessary to ensure uninterrupted operation, unless otherwise agreed between the Parties. Refuelling costs will be determined based on the prevailing price at the time of delivery of the fuel. For MPP, the Lessee shall assume responsibility for refuelling the Equipment as necessary to ensure uninterrupted operation, unless otherwise agreed between the Parties. The Lessee shall utilize the appropriate fuel type as recommended by the Equipment manufacturer and maintain an adequate supply at their expense throughout the remaining Lease Term.

- 4.3. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Any alterations, modifications, or use of the Equipment for purposes beyond its designed capacity without prior written consent from Power Solutions are strictly prohibited.
- 4.4. Lessee must immediately report in writing any incidents or failure involving Equipment to Power Solutions and provide all related information and documentation. Usage is contingent upon obtaining necessary permits and licenses by the Lessee.
- 4.5. Lessee is required to adhere to the manufacturer's service and maintenance guidelines to preserve warranties and shall bear the cost of repairs and any other damages due to Equipment's misuse.
- 4.6. It is Lessee's responsibility to maintain safety standards in accordance with applicable laws and regulations.

## **5. MAINTENANCE**

- 5.1. Power Solutions shall ensure the Equipment is delivered in optimal working condition, undertaking all necessary maintenance and inspections prior to handover to the Lessee. Additionally, the Lessee must take all necessary measures to avoid possible soil contamination and manage waste generated during the use of the Equipment. For MPP, the responsibility for waste management lies with the Lessee unless otherwise stated in the Agreement. For LB, the responsibility for waste management lies with Power Solutions to the extent Power Solutions is responsible for the maintenance of the Equipment in accordance with Article 5.2
- 5.2. Throughout the Lease Term, if Power Solutions is responsible for the maintenance of the Equipment, Power Solutions shall conduct routine maintenance on the Equipment to preserve its functionality and efficiency. This includes but is not limited to regular inspections, lubrication, and adherence to manufacturer-recommended maintenance procedures. The Lessee shall bear the costs associated with routine maintenance, unless otherwise agreed upon in writing.
- 5.3. In the event of a breakdown or malfunction of the Equipment during the Lease Term, not attributable to misuse or negligence by the Lessee, Power Solutions shall, at its option, and as the Lessee's sole remedy, either: (a) repair or replace the relevant item of Equipment; or (b) require the Lessee to return the Equipment and make an appropriate reduction to the Fees during the remaining Lease Term.
- 5.4. Upon identifying any malfunction, defect, or need for repairs, the Lessee shall promptly notify Power Solutions in writing, providing details of the issue and any relevant documentation or observations. Upon receipt of notification, Power Solutions shall initiate appropriate repair or replacement procedures. This may involve dispatching qualified technicians for on-site repairs or arranging for the replacement of the Equipment, subject to availability, to ensure minimal disruption to operations.
- 5.5. Costs related to repairs due to normal wear and tear or Equipment failure not resulting from Lessee's misuse or negligence shall be the responsibility of Power Solutions. Any damage resulting from negligence, improper use, or failure to adhere to provided instructions by the Lessee shall render the Lessee liable for the repair costs and associated expenses.

- 5.6. The Lessee shall maintain records of all maintenance activities carried out during the Lease Term and make these records available upon request by Power Solutions.

## **6. WARRANTIES**

- 6.1. Power Solutions warrants to the Lessee that the Services will be provided using reasonable care and skill and in substantial accordance with the Agreement.
- 6.2. Power Solutions warrants that the Equipment shall perform to rated capacity, meeting the performance standards as outlined by the manufacturer or as described in the Agreement. Power Solutions makes no other express or implied warranty of any kind, including without limitation any warranty of merchantability, fitness for a particular purpose, or workmanship with respect to the Equipment, materials, or Services provided as part of the Equipment, and Power Solutions hereby disclaims the same. Power Solutions shall not be liable for any damages resulting from inaccurate or incomplete specifications, drawings, or other information provided by or on behalf of Lessee. Power Solutions' responsibility for the Equipment provided hereunder is limited to the extent of the warranty provided by the manufacturer(s) thereof, on a "pass-through" or assignment basis.
- 6.3. Power Solutions' liability under this article is limited to repairing or replacing (at the discretion of Power Solutions) any Equipment not performing to rated capacity. The Lessee acknowledges and agrees that no additional financial compensation beyond the terms specified in this Agreement shall be claimed or sought by the Lessee for any reason.

## **7. FEES AND PAYMENT**

- 7.1. In consideration for the use of the Equipment, the Lessee agrees to pay Power Solutions the agreed-upon lease fees as specified in the Order Form attached hereto (the Fees). Invoices should be paid integrally within thirty (30) days after the invoice date.
- 7.2. Power Solutions reserves the right to increase the Fees at any point during the Lease Term to reflect changes in market conditions, operational costs, or for any other reason deemed necessary by Power Solutions. Power Solutions will notify the Lessee in writing at least thirty (30) days prior to the implementation of any increase of Fees. The Lessee shall have the right to accept or negotiate the proposed Fees' increase within thirty (30) days from the notice date. If the Parties cannot reach an agreement, the Lessee shall have the option to terminate the Agreement under the existing terms without penalty. Notwithstanding the foregoing, for all Agreements entered into by Power Solutions and a Lessee with a foreign registered seat, the Fees will on every anniversary of the Effective Date be increased (and never decreased) with the applicable index monitoring economic inflation. For Agreements entered into by Power Solutions and a Lessee with a Belgian registered seat, the Fees will be increased (and never decreased) on every anniversary of the Effective Date in function of a change in labor costs or external (third party) costs (e.g. wages, energy costs and (raw) material, third party licenses (e.g. hosting services, and others). In the event of increases in the prices of labor costs or external (third party) costs, Power Solutions reserves the right, up to a maximum of 80% of the total Fees, to increase the part of the Fees representing these wages, energy costs and (raw) materials accordingly.
- 7.3. Payment shall be made by the Lessee in accordance with the agreed-upon payment schedule outlined in the Order Form attached hereto.
- 7.4. If the Lessee fails to make any payment by the due date, without prejudice to any other right or remedy available to Power Solutions, Power Solutions shall be entitled to: (a) charge the Lessee late-payment interest at the maximum amount and rate as permitted by applicable law; and/or (b) set off any amounts owed by the Lessee from amounts payable by Power Solutions to the Lessee under the Agreement or any other agreement between the Parties or their respective Affiliates.
- 7.5. The Lessee shall be responsible for all applicable taxes, fees, and charges associated with the use and rental of the Equipment and the provision of the Services.

7.6. All fees and payments shall be made in EURO, unless otherwise agreed upon in the Agreement.

## **8. LIABILITY AND INDEMNITY**

- 8.1. The Lessee acknowledges and agrees that to the fullest extent permitted by applicable law, Power Solutions shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to the use, operation, or maintenance of the Equipment, regardless of whether such damages were foreseeable or whether the Lessee was advised of the possibility of such damages. Notwithstanding any provision to the contrary in this Agreement, the total liability of Power Solutions, its affiliates, officers, directors, employees, agents, and representatives for any and all claims, liabilities, damages, losses, costs, or expenses arising out of or related to this Agreement, including the use, operation, or possession of the Equipment or the provision of the Services, shall not exceed the aggregate amount of the Fees paid in the 12 months preceding the event giving rise to the liability claim. The liability cap set forth herein shall apply to the fullest extent permitted by applicable law and shall not apply to liabilities arising from the Power Solutions' gross negligence, wilful misconduct, or fraud.
- 8.2. The Lessee shall assume all risks associated with the use of the Equipment during the Lease Term. The Lessee shall be solely responsible for any injury to persons, damage to property, or other losses arising from or related to the use, operation, or possession of the Equipment, except where such damages are directly attributable to the gross negligence or willful misconduct of Power Solutions.
- 8.3. The Lessee agrees to indemnify, defend, and hold harmless Power Solutions and its Affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of or in connection with the use, operation, or possession of the Equipment by the Lessee, except to the extent caused by the gross negligence or willful misconduct of Power Solutions.

## **9. INSURANCE**

- 9.1. For LB, the Lessee shall obtain and maintain for the entire Lease Term at its own expense, comprehensive insurance against loss or destruction or damage to the Equipment including without limitations destruction or loss by fire, theft, vandalism, floods and machine breakage and such other risks or losses as are customarily insured against on the type of Equipment leased hereunder and by businesses in which Lessee is engaged and in such amounts as shall be satisfactory to Power Solutions, provided however that the amount of insurance against loss or destruction or damage to the Equipment shall not be less than the greater of the full replacement value of the Equipment or the instalments of lease rentals then remaining unpaid hereunder plus any renewal options entered into pursuant to this Agreement.
- 9.2. The Lessee has the option to choose exemption from the required insurance under Article 9.1 subject to the following terms:
- (i) Minimum excess: The Lessee shall contribute 10% of the Fees of the Equipment.
- 9.3. In the event the Lessee chooses to secure their own insurance for the Equipment, it must provide proof of insurance certificate whenever requested by Power Solutions. Failure to provide this certificate will result in the automatic imposition of the applicable terms for exemption from insurance outlined in Article 9.2 (i).
- 9.4. For MPP, if the Lessee requests Power Solutions to insure the Equipment, Power Solutions shall invoice an insurance premium on a monthly or yearly basis as specified in the Order Form. The premium shall be calculated based on a percentage indicated in the Order Form.
- 9.5. Alternatively, if the Lessee opts not to have Power Solutions insure the Equipment, the MPP shall obtain insurance themselves for the full value of the Equipment rented. In such cases, the Lessee is responsible for providing a valid insurance certificate to Power Solutions prior to the commencement of the Lease Term.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. All patents, trademarks, copyright, trade secrets, design rights, know-how and all other intellectual property rights created by or used by Power Solutions in relation to the Agreement (including, without limitation, all intellectual property rights in the Equipment) (Intellectual Property Rights) shall remain vested in and belong solely to Power Solutions or its Affiliates. Any drawings, designs and/or proposals submitted by Power Solutions for approval shall remain the property of Power Solutions or its Affiliates and shall be treated by the Lessee as strictly confidential and shall not be divulged to third parties without Power Solutions' prior written consent. Power Solutions grants the Lessee a limited, revocable license to use such intellectual property and written materials solely to facilitate the use of the Services and/or Equipment.
- 10.2. In the event that any third party brings any charge and/or claim against the Lessee arising out of or relating to the use or infringement of Intellectual Property Rights in connection with the Equipment, the Lessee will inform Power Solutions in writing.

## **11. FORCE MAJEURE**

- 11.1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to a Force Majeure Event.

- 11.2. In the event of a Force Majeure Event affecting the performance of either Party under this Agreement, the affected Party shall promptly notify the other Party in writing, providing details of the Force Majeure Event and the expected duration of its impact on the Party's ability to perform its obligations. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance of its obligations under this Agreement as soon as practicable following the cessation of the Force Majeure Event.
- 11.3. If the Force Majeure Event continues for a period exceeding 30 days, either Party may, at its discretion, terminate this Agreement without penalty or liability, provided that written notice of termination is given to the other Party.

## **12. CONFIDENTIALITY**

- 12.1. The Lessee undertakes that it shall not at any time disclose to any person any confidential information received from Power Solutions concerning the business, affairs, customers, clients or suppliers of Power Solutions that a reasonable person would understand to be confidential. The Lessee shall protect such confidential information using at least the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own confidential information.
- 12.2. Notwithstanding the above, the Lessee may disclose such confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Lessee's rights or carrying out its obligations under the Agreement and provided such party is bound to confidentiality obligations no less strict than as set out herein; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **13. TERM AND TERMINATION**

- 13.1. The Lease Term will commence on the Lease Start Date specified in the Order Form. If the Equipment is not available for collection or delivery on the Lease Start Date due to delays, the Lease Term will commence on the date (i) when Power Solutions makes the Equipment available for collection by the Lessee, or (ii) when the Equipment is delivered to the Lessee (in the event Power Solutions has agreed to deliver the Equipment). In such case, Power Solutions shall notify the Lessee of any delays and the revised Lease Start Date.
- 13.2. Whether the Agreement is entered into for a fixed-term or an undefined term, will be specified in the Order Form under the Lease Term.
- 13.3. Except for fixed-term agreements, which are not subject to termination for convenience, either Party may terminate the Agreement by providing the other Party a written notice in advance. For LB, either Party may terminate this Agreement with a minimum notice period of thirty (30) days in advance. For MPP, either Party may terminate this Agreement with a minimum notice period of three (3) months in advance. Upon such termination, the Parties shall settle any outstanding obligations in accordance with the terms of this Agreement. In the event of an early termination of a fixed-term Agreement, the Lessee shall be obligated to pay the full amount of Fees due, including any accrued interests and other financial damages, calculated over the minimum Lease Term specified herein. Additionally, any associated costs, including but not limited to collection, dismantling, and transport costs, are to be borne by the Lessee.
- 13.4. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event of a material breach of this Agreement by the other Party, provided that the breaching Party fails to cure such breach within thirty (30) days following receipt of written notice specifying the nature of the breach. In the event of non-payment of Fees by the Lessee for a period exceeding three (3) months, Power Solutions reserves the right to terminate this Agreement by providing the Lessee with written notice of termination at least thirty (30) days in advance. Upon termination, Power Solutions shall have the right to collect all Equipment leased

under this Agreement. Power Solutions reserves the right to exercise any other remedies available under applicable law.

13.5. Upon termination of this agreement for any reason:

- (i) All obligations, rights, and duties of the Parties shall cease, except those that, by their nature, survive termination.
- (ii) The Lessee shall promptly return the Equipment to Power Solutions in good condition, ordinary wear and tear excepted.

13.6. Provisions related to indemnification, confidentiality, liability, warranties, dispute resolution or governing law and any other provisions explicitly stated to survive termination or which by nature are intended to survive shall continue to be binding on the Parties after termination shall continue to be binding on the Parties after termination.

#### **14. MISCELLANEOUS**

14.1. To the extent permitted by law, all provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision. Articles that are affected by nullity or invalidity, shall remain binding to the maximum extent legally allowed. Both Parties undertake to replace said articles with clauses that correspond with the intention of the Parties. Any notices or other communications required or permitted to be given under the Agreement shall be given in writing and addressed to the other Party at its registered office, principal place of business or at such other address that may be notified to the other Party from time to time.

14.2. Neither Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, except in cases of assignment to Affiliates or in connection with a merger, acquisition, or sale of substantially all assets, in which case the assigning Party shall provide written notification to the other Party within thirty (30) days prior to the effective date of the assignment or transfer.

14.3. Any failure or delay by Power Solutions in exercising any right under the Agreement, any partial exercise or reaction or absence of reaction by Power Solutions in the event of violations by the Lessee under the Agreement, shall not be interpreted as a waiver (either express or implied, in whole or in part) of Power Solutions' rights under such the Agreement, nor shall it preclude any further exercise of any such rights.

14.4. Any amendments or modifications to this Agreement shall be valid only if made in writing and signed by authorized representatives of both Parties.

14.5. The Agreement shall exclusively be governed by and construed in accordance with the laws of Belgium, without giving effect to any other choice of law or conflict-of-laws rules or provisions (Belgium), foreign or international, including the United Nations Convention on Contracts for the International Sale of Goods (1980) ("Vienna Convention").

14.6. All disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of Antwerp, Belgium.

14.7. The Agreement encompasses the entire agreement between the Parties and supersedes all previous understandings and agreements whether oral or written.



## **Schedule 1: Specific Terms**

### **1. ENVIRONMENTAL CONTRIBUTION**

In consideration of environmental concerns and in compliance with all applicable laws, Power Solutions imposes a lump-sum environmental contribution of 3% of the Fees for the treatment and disposal of generators used during the Lease Term. Additionally, waste disposal for MPP is the Lessee's responsibility, as specified in the Order Form, and is not subject to separate invoicing.

### **2. DELIVERY SITE ACCESSIBILITY**

The Lessee is responsible for ensuring optimal accessibility to the Site for the Equipment by truck during the Lease Term. Any costs incurred due to inaccessibility or difficulty in accessing the Site, including transportation costs, crane work, and material or physical damage, shall be borne by the Lessee. Furthermore, the Lessee is required to address any safety concerns associated with Site accessibility.

### **3. FUEL MANAGEMENT**

The internal fuel tank will be provided to the Lessee at full capacity upon delivery. Any fuel consumed during the Lease Term will be subject to charges at the official daily rate, plus handling and operational costs. Additionally, the Lessee will receive an external fuel tank pre-filled up to and including a capacity to be determined by Power Solutions. Consumption beyond this capacity will incur charges at the official daily rate, plus handling and operational costs. If the Lessee opts to manage their own fuel supply, they must ensure that fuel with characteristic EN590 is utilized during the Lease Term.

Prior to transportation, it is required that the major fuel tank undergo cleaning and certification as specified in the Order Form. In the event that the cleaning of the tank and related certification is facilitated by Power Solutions, all associated costs shall be borne by the Lessee.

### **4. QUALITY ASSURANCE AND RESPONSIBILITY**

The Lessee bears the responsibility to ensure that the fuel utilized meets high-quality standards and is devoid of impurities that may jeopardize the functioning of the Equipment. Additionally, the Lessee assumes liability for any breakdowns, including relocation, as well as the expenses incurred for draining and cleaning contaminated fuel tanks.

### **5. WORKING HOURS**

Standard working hours, also referred to as business hours, are from 8 a.m. to 5 p.m. CET Belgium. Outside of these hours, different rates will apply:

- Weekdays: From 5 p.m. to 10 p.m., CET and from 6 a.m. to 8 a.m. CET, as well as on Saturdays, a surcharge of 150% of the Fees will be applied.
- Night Hours and Holidays: From 10 p.m. CET to 6 a.m. CET, as well as on Sundays and holidays, a surcharge of 200% of the Fees will be applied.