

General Rental Terms and Conditions Topspace

Article 1 Definitions

In these General Rental Terms and Conditions, the following terms, when written with an initial capital letter, shall have the meanings set out below:

- A. **Rental Request:** a request by a Renter to reserve a Rental Item Package with the purpose of entering into an Agreement;
- B. **GDPR:** 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 (General Data Protection Regulation);
- C. **Tospace:** Topspace BV, established in Breda at Schapendreef 15;
- D. **Value:** the catalogue price, being the official new price as determined by the manufacturer or, if the replacement value is higher, the replacement value; a reference value can be viewed on the website <https://topspace.nl/over-verhuur/verzekering-en-schade>;
- E. **Defect(s):** a defect in the Rental Item Package attributable to Topspace, which defect already existed and/or whose cause lies in a circumstance present before the Rental Item Package was made available to the Renter, and as a result of which the Rental Item Package does not function (properly);
- F. **Data:** manuals, instructions, user guides and the like provided by Topspace to the Renter or made available via the website: <https://www.topspace.nl>;
- G. **Renter:** any natural person not acting in the exercise of a profession or business (if specified: Renter A), any natural person acting in the exercise of a profession or business, and any legal entity or other legal form (if specified: Renter B), who is in a contractual relationship with Topspace under an Agreement concluded with Topspace. In particular, this also includes the person on whose behalf and for whose account a Rental Item Package is rented;
- H. **Rental Item Package:** the package of rental items, including accessories, attachments, and any replacement parts, rented to the Renter by Topspace;
- K. **Confirmation:** acceptance by Topspace of the Renter's Rental Request by sending an email confirming the conclusion of the Agreement;
- L. **Order Amount:** the total amount payable by the Renter to Topspace under the Agreement;
- M. **Agreement(s):** the (rental) agreement(s) concluded between the Parties to which the General Rental Terms and Conditions apply;
- N. **Parties:** Topspace and Renter jointly;
- O. **Written:** the term "Written" means both in a written document and electronically via email, provided that the (written or electronic) documents originate from Topspace (excluding its Partners) or (depending on the context) the Renter;
- P. **Rental Terms and Conditions:** these General Rental Terms and Conditions of Topspace;
- Q. **Opening Hours:** the opening hours applicable to the Rental Location where the Rental Item Package is collected and/or returned. These hours may vary per Rental Location and are stated on the website: <https://www.topspace.nl> at the relevant Rental Location;
- R. **Day:** a calendar day, or part thereof;
- S. **Rental Location:** a station where Rental Item Packages are issued and returned by Topspace or one of the companies it collaborates with. Sometimes other terms of equivalent meaning are used, such as, but not limited to, assembly location, assembly point, and/or pick-up point;
- T. **Cleaning:** the cleaning of the Rental Item Package, which entails removing dirt, sand, insects, both externally and internally, using suitable cleaning agents;
- U. **Rental Request:** a request by a Renter to enter into an Agreement by completing a reservation process on the website: <https://www.topspace.nl/reserveren>, or requested by phone or email;
- V. **Post-payment:** an exceptional situation in which the usual payment of the rental fee and deposit prior to the transfer of the Rental Item Package to the Renter is changed to payment after the transfer of the Rental Item Package to the Renter;
- W. **Damage Buyout Schemes:** the schemes involve a limitation of Topspace's right of recourse up to the amount of the specified deductible per item or event under the conditions set out in the 'Tospace Conditions Damage Buyout Schemes';
- X. **Delivery Note:** a document on which the Rental Item Package, rental period, customer details, Rental Location, and other relevant matters under the Agreement are specified, and on which the condition of the items is noted during the transfer of the Rental Item Package to the Renter, and for roof boxes and towbar boxes also (co-)signed. Upon return of the Rental Item Package by the Rental Point, a copy can be signed by the Renter upon request for the return.

Article 2 Applicability

- 2.1 The Rental Terms and Conditions apply to all reservations, Rental Requests, and Agreements, as well as to all other resulting or related legal relationships between the Parties, such as (tacit) extensions and renewals of Agreements and follow-up or repeat orders, unless the Parties have agreed otherwise in Writing.
- 2.2 Deviations from or additions to the Agreement or the Rental Terms and Conditions are only binding if expressly and in Writing accepted by Topspace. If such a deviation or addition is tolerated by Topspace, this shall not create a precedent and the Renter may not derive any rights from it for any other or future Agreements.
- 2.3 The Renter declares that its general terms and conditions do not apply to the Agreement, and that any reference to the Renter's general terms and conditions in correspondence or otherwise is based on standard references which have no legal effect in the legal relationship between the Parties, and that the Renter will therefore not invoke (the applicability of) its general terms and conditions.
- 2.4 In the event of inconsistencies between the content of the Rental Terms and Conditions on the one hand and the Agreement on the other hand, the content of the Agreement shall prevail over the content of the Rental Terms and Conditions.
- 2.5 In the event of inconsistencies between the Dutch text of the Rental Terms and Conditions on the one hand and translations thereof on the other hand, the Dutch text shall prevail.
- 2.6 Topspace is entitled to amend or supplement these Rental Terms and Conditions. Amendments or supplements shall also apply to Agreements already in effect, but only if agreed in Writing between the Parties, or after 30 days following Written notification thereof if the Renter has not objected to the amendments or supplements.

Article 3 Formation of the Agreement

- 3.1 Concrete Rental Requests from the Renter are binding and constitute an offer to enter into an Agreement. In this case, the Agreement is concluded by Written acceptance by Topspace of the Renter's Rental Request.
- 3.2 Concrete Rental Requests can be made by telephone, by email, or by completing a reservation process on the website: <https://www.topspace.nl>.
- 3.3 The Agreement is in all cases concluded at the moment Topspace has commenced performance of the content of the Agreement.
- 3.4 If Topspace does not wish to accept the Agreement in Writing, Topspace shall communicate in Writing to the Renter no later than 2 business days explaining why the Rental Request cannot lead to an Agreement.
- 3.5 A statutory reflection period as known from the 'Distance Selling Act' does not apply, as this concerns rental with a specific usage period.
- 3.6 For changes to the Renter's vehicle that result in changes to the vehicle-specific Rental Item Package of the Renter and whose effective date is within 3 business days, Topspace shall charge modification fees.

Article 4 Content of the Agreement

- 4.1 The content of the Agreement and the scope of Topspace's obligations are determined exclusively by the content of the accepted Agreement, the Rental Terms and Conditions, and any Written agreements made with Topspace.
- 4.2 Non-material deviations from the Agreement by Topspace are permitted, provided that such deviations do not concern essential requirements communicated in Writing by the Renter to Topspace prior to the conclusion of the Agreement, and provided that the performance to be delivered by Topspace is not substantially different due to the deviations. Non-material deviations also include making available a Rental Item Package that is comparable or larger in nature and performance.
- 4.3 If and insofar as the Renter demonstrates that the Rental Item Package deviates from the Agreement and/or the Data provided by Topspace to such an extent that the Renter can no longer reasonably be obliged to perform, the Renter has the right to terminate the Agreement. Topspace, however, is in no event liable for any compensation.

Article 5 Rental Period

- 5.1 The rental period commences on the agreed date, but in any case no later than the day on which the Rental Item Package is made available to the Renter by Topspace.
- 5.2 The rental period ends on the agreed date, but in any case not earlier than the moment when the Rental Item Package is returned to Topspace by the Renter and the Renter has had their copy of the Delivery Note signed as a receipt. For returns, the Renter shall consult the current opening hours of the relevant Rental Location via the website: <https://www.topspace.nl>.
- 5.3 A minimum financial rental period of 8 days applies. The actual rental period may be shorter, but Topspace will always charge for at least 8 days.

5.4 Discounts apply for customers renting for more than 12 days. After 12 days, a 50% discount applies for days 13 through 17. After 17 days, a 75% discount applies for day 18 and onwards. When applying a Fixed Customer discount, steps are added after completion of a full rental period and apply to rental periods yet to commence. Overlapping rental transactions are considered a single rental transaction.

5.5 If the Renter has rented multiple items, the Renter may deregister one or more items (partial deregistration), provided that the deregistration complies with the provisions of this Article 5. Any additional (transport) costs related to partial deregistration shall be borne by the Renter. The Agreement continues with respect to the remaining Rental Item Package until the rental period ends in one of the ways described in this Article 5.

5.6 Except with the express written consent of Topspace, the desired end date may not be earlier than the (initially) agreed end date.

5.7 If the Rental Item Package is not returned to Topspace on the agreed date or not made correctly available for return to Topspace, and no theft of the Rental Item Package has been reported in accordance with Article 11.2, the Renter is in default without further notice of default.

5.8 In the event that it has been agreed that the Renter will collect the Rental Item Package at a Topspace location and the Renter fails to do so, the Renter is not released from their (payment) obligations under the Agreement.

5.9 Early deregistration and/or return of the Rental Item Package by the Renter does not release the Renter from the obligation to pay rent until the end of the agreed rental period, unless otherwise agreed in Writing.

5.10 The rental period is not interrupted by weekends or public and holiday periods, unless otherwise agreed in Writing.

5.11 Whenever the complete Rental Item Package is returned more than 2 days before the end of the rental, Topspace shall issue a voucher valid for 12 months, equal to 50% of the saved rental fee, taking into account the minimum rental period as specified in Article 5.3 and any discounts granted under Article 5.4 and any other applied discounts.

5.12 If the Renter, whether due to force majeure or not, fails to return the Rental Item Package on time, a new rental period begins on the first day after the originally agreed return date, whereby rental calculation is made according to the discount scale included in Article 5.4. The first 10 days that the Renter is late will therefore be charged at 100% of the daily rate.

Article 6 Collection by Renter and Transfer of Risk

6.1 The Renter must collect the Rental Item Package at a Topspace Rental Location.

6.2 The Renter or their representative must properly identify themselves to the employee(s) of the Rental Location when collecting the Rental Item Package.

6.3 If Topspace is unable to deliver the Rental Item Package by 16:00 on the collection day, Topspace is in default and the Renter is entitled to terminate the Agreement, without Topspace being liable for any compensation.

6.4 Topspace is entitled to deliver the Rental Item Package in parts or to wait with delivery until the entire order is ready. In such cases, Topspace will consult with the Renter. In the case of partial delivery, Topspace is entitled to invoice the items already delivered immediately.

6.5 The Rental Item Package is deemed to have been made available to the Renter, and the risk thereof is deemed to have passed to the Renter at the moment the Rental Item Package is handed over by Topspace to the Renter.

Article 7 Inspection by the Renter, Defects and Complaints

7.1 Upon making the Rental Item Package available, Topspace shall conduct an inspection and record any specifics on the Delivery Note. The Renter will be requested to sign in acknowledgment. The Renter must therefore inspect the Rental Item Package immediately after it has been made available for any visible Defects. Defects discovered thereafter, but no later than 24 hours after the Rental Item Package has been made available, must be reported by the Renter in Writing, accompanied by sufficient photographic evidence and specified details, by email to Topspace at verhuur@topspace.nl. The Rental Item Package is deemed to have been delivered in good condition and in accordance with the Agreement, unless otherwise noted on the Delivery Note, and provided Topspace has not received a notice as described herein within 24 hours of delivery or handover.

7.2 If a presumed Defect becomes apparent more than 24 hours after handover or delivery, the Renter shall notify Rent-a-Skibox in Writing, with sufficient photographic evidence and specified details, within 24 hours of discovery, but in any case no later than as required by the nature of the Defect, via email to verhuur@rent-a-skibox.nl. Presumed Defects are recognized as Defects when the Renter can clearly demonstrate that it concerns a pre-existing Defect with an appropriate explanation of why the Defect was not observed during the inspection as referred to in Article 7.1. Hairline cracks in roof boxes near the rivets are not Defects but usage errors due to improper closing of the lid. Hairline cracks in the bottom of the roof box where it is mounted on the rear roof rack occur due to excessive load (speed or weight) and are likewise not Defects but damage as referred to in Article 11.

7.3 In the case of recognized Defects, a replacement Rental Item Package shall, if required by the Defect, be made available at the Rental Location from which the rental took place or, if the Rental Location does not have sufficient stock, at Topspace headquarters.

7.4 Any claim right of the Renter against Topspace, (partly) based on a Defect, shall lapse in the event that:

A. the Defect is not reported to Topspace within the periods and/or in the manner specified in paragraphs 1 and 2;

B. the Renter does not provide or insufficiently provides cooperation to Topspace regarding an investigation into the validity of the complaint, and/or Topspace is not given sufficient opportunity to repair the Defect or replace the Rental Item Package;

C. the Renter has not properly or has improperly positioned, handled, used, stored, or maintained the Rental Item Package;

D. the Renter has performed or allowed repairs and/or modifications on the Rental Item Package without prior, express, and Written consent from Topspace;

E. the Rental Item Package is used after the Defect is discovered, or if its use is continued after discovery.

Article 8 Return and Risk

8.1 The Renter shall return the Rental Item Package cleaned and in the same condition as received, together with all keys, Data and accessories, to Topspace, in the same state as at the commencement of the rental period.

8.2 If the Rental Item Package has not been sufficiently cleaned, costs for Cleaning the Rental Item Package will be charged according to a schedule available on the website <https://www.topspace.nl>; an item is deemed insufficiently cleaned if a clean finger drawn over the item does not remain clean.

8.3 If the Renter collected the Rental Item Package at a Topspace Rental Location, the Renter must return the Rental Item Package to the agreed Rental Location no later than the end date, unless another return location has been agreed in Writing with Topspace. Costs will be charged for returning a Rental Item Package to a different Rental Location. The Renter may only return the Rental Item Package during the opening hours of the respective Topspace Rental Location (see the website <https://www.topspace.nl> for current opening hours).

8.4 Once the Rental Item Package has been returned to Topspace, it will be inspected by the Topspace Rental Location. If the Renter wishes to be present during the inspection, the Renter must notify this in Writing no later than at the start of the return. The result of the inspection will be recorded by Topspace. If dirt/contamination or improper packaging is observed during the inspection without the Renter being present, the inspection by Topspace is binding, and the costs will be charged to the Renter.

8.5 If, during the return of the Rental Package, damage to the Rental Item Package is observed by both the Rental Location and the Renter, which was not noted on the Delivery Note, a damage report will be made, and the Renter will be informed in Writing immediately.

8.6 If damage is found during the inspection referred to in 8.4, the Renter will be informed in Writing. A 48-hour period will then apply during which the Renter may request an inspection of the damage observed by the Rental Location. If the Renter requests a damage inspection, the damaged rental item will be held at the Rental Location where the damage was observed for a maximum of 5 working days. After the 48-hour period, or if a damage inspection was requested and the 5-working-day period has expired, or after the inspection has taken place, the item will be transported at the earliest opportunity to the technical service at the headquarters for determination of the damage cost and to proceed with repair, replacement, and/or disposal. The costs (or, if applicable, the deductible in accordance with Article 19) will be charged to the Renter. If the Renter does not indicate within the 48-hour period that they wish to conduct a damage inspection, the damage assessment by Topspace is binding.

8.7 Damage is defined as the difference in condition of an item at handover to the Renter and its condition upon return to the Rental Location, with the notes on the Delivery Note being decisive for the condition at the time of handover. Responsibility for the item remains immediately with the Renter, regardless of fault in relation to the cause of the damage.

8.8 As proof of return, the Rental Location will sign the copy of the Delivery Note provided to the Renter upon delivery; this signature only serves as a record of the returned Rental Item Package and does not release the Renter from Cleaning costs and/or Defects, unless expressly stated otherwise by the Rental Location on the Delivery Note.

Article 9 Obligations of the Renter

9.1 The Renter and persons using and/or operating the Rental Item Package on behalf of and/or under the responsibility of the Renter must comply with the following provisions:

- The Rental Item Package shall, unless agreed otherwise in Writing, be used only in Europe, for the purpose for which it is suitable, in accordance with the user instructions and/or other Data present with, attached to, or available via the website <https://www.topspace.nl>. Any missing Data may be requested in Writing from Topspace;
- The Rental Item Package shall be used solely by the Renter and their travel companions;
- The Rental Item Package shall be used only in accordance with applicable (inter)national laws and regulations and other governmental requirements for such use;
- The Renter shall, at their own expense, ensure obtaining and maintaining any vignettes, exemptions, marking plates, and approvals required for the use of the Rental Item Package;
- The Renter shall refrain from permanently modifying the Rental Item Package, such as by attaching or removing items, other than what is customary during normal use;
- The Renter shall take appropriate precautions and protective measures against weather influences and excessive use of the Rental Item Package;
- The Renter shall take suitable preventive measures to prevent damage, vandalism, theft, and loss of the Rental Item Package, including, but not limited to, the correct use of locks, storage, keeping out of sight, and securing with chains.

9.2 Failure by the Renter to comply with one or more of the obligations mentioned in the preceding paragraph shall be considered a material breach, and any subsequent damage to the Rental Item Package shall be presumed to result from non-compliance with these provisions, unless the Renter provides evidence to the contrary. Failure to comply with one or more of the aforementioned provisions shall also result in the lapse of insurance coverage and the inapplicability of the buyout arrangements as described in Article 19.

9.3 Except with the express Written consent of Topspace, the Renter is not permitted to sublease the Rental Item Package or make it available to third parties, under penalty of loss of insurance coverage and/or coverage under the buyout arrangements as described in Article 19.

9.4 The Renter undertakes to provide Topspace and/or persons designated by it access to the Rental Item Package at all times, to reject claims by third parties on the Rental Item Package, and to indemnify Topspace against such claims.

9.5 In the event of attachment on (a part of) the Rental Item Package, (provisional) suspension of payment, or bankruptcy of the Renter, the Renter shall immediately inform the attaching bailiff, administrator, or trustee of the ownership rights of Topspace and provide access to the Agreement.

9.6 The Renter shall immediately inform Topspace in Writing if any attachment is made on the Rental Item Package or if any claim is otherwise made on (any part of) the Rental Item Package, and shall provide Topspace with a copy of the attachment documents. The Renter shall, upon first request, inform Topspace of the location of the relevant Rental Item Package.

Article 10 Prices

10.1 The agreed prices apply exclusively to the performance as specified in the Agreement. Topspace is not entitled to increase the agreed prices.

10.2 The rental prices are exclusive of (mandatory) accessories, cleaning, surcharges for damage buyout schemes, and last-minute surcharges.

Article 11 Damage and Loss

11.1 Damage to the Rental Item Package occurring during the period in which the Renter is responsible for the Rental Item Package must be reported to Topspace in Writing immediately upon discovery, but no later than 24 hours after its occurrence.

11.2 In the event of theft or loss of the Rental Item Package, the Renter is obliged to report this to Topspace within 24 hours of discovery and to file a report with the police. The report must include the brand, type, and (if relevant) serial number of the stolen Rental Item Package. Furthermore, the Renter is obliged to provide Topspace with a copy of the official police report.

11.3 If the Renter fails to report the theft and/or provide a copy of the police report to Topspace, the theft shall be considered embezzlement, and the buyout schemes under Article 19 shall no longer apply.

11.4 The date on which the stolen Rental Item Package is or is presumed to have been taken, as indicated in the police report, shall not be considered the end date of the Agreement. The Agreement shall remain in force until the original end date is reached. The Agreement shall remain in force for any other items rented within the Rental Item Package.

11.5 In the event of theft, embezzlement, failure to return within 30 days after the end of the agreed (possibly amended) rental period, or the (economic) loss of the Rental Item Package ("total loss"), the Renter is obliged to compensate Topspace for the Value. If repair is still possible, the Renter shall compensate for the repair costs. The same applies to damage to or theft of components and/or accessories of the Rental Item Package. For irreparable damage, depreciation will be charged according to the schedule available on the website: <https://topspace.nl/over-verhuur/verzekering-en-schade>.

11.6 For a missing Rental Item Package for which Topspace has already charged the Renter the Value, and which is subsequently found and returned by the Renter to Topspace, the Renter shall owe the rental price up to the return date, reduced by the Value of the returned Rental Item Package on the day of return.

11.7 If a Renter wishes to acquire a Total Loss rental item, the Renter must notify Topspace in Writing within 48 hours after the damage settlement has been communicated to the Renter by sending an email to administratie@topspace.nl. For retaining the wreck, a fee of 10% of the Value will always be charged, and the Renter shall collect the item within 5 working days at Topspace headquarters. If the item is not collected within the 5-day period, it will be scrapped, and the Renter shall have no further rights, even after paying the 10% acquisition fee.

11.8 Determination of the extent of damage to the Rental Item Package and/or the costs of repair and cleaning is carried out by Topspace's technical department or (at the Renter's expense) by an expert designated by Topspace. The guidelines for damages are available on the website: <https://topspace.nl/over-verhuur/verzekering-en-schade>. The damage assessment will always be communicated to the Renter in Writing.

11.9 If the Renter does not raise a substantiated objection within five working days of receiving the damage assessment or estimate provided in Writing by Topspace, or in the absence thereof, within five working days of receiving the damage invoice, the Renter is deemed to agree with the damage determination by Topspace's technical department. If the Renter wishes to appoint a counter-expert, the Renter must do so within five working days from becoming aware of the damage and notify Topspace so that the counter-expertise can be performed at Topspace headquarters. Failing this, Topspace may assume that a counter-expertise will not be performed by or on behalf of the Renter.

Article 12 Transport and Assembly

12.1 The Renter bears the risk of loss or damage to the Rental Item Package during transportation of the Rental Item Package arranged by the Renter. The Renter is obliged to pack, carefully load and/or unload the Rental Item Package in a manner suitable in view of the nature of the items and the method of transport.

12.2 If, at the Renter's request, the loading/unloading is carried out with the assistance of personnel employed by a Rental Location, this is done at the Renter's risk.

12.3 If the assembly of the Rental Item Package on or to the Renter's vehicle is performed by personnel of a Rental Location, this is carried out at the Renter's risk. Topspace accepts no liability for this complimentary service.

Article 13 Liability of Topspace

13.1 The liability of Topspace is explicitly limited to direct property damage and personal injury to the Renter caused by a demonstrable Defect in the Rental Item Package, or by intent or deliberate recklessness on the part of Topspace. Topspace's liability for other (consequential) damages and financial losses, however named, including but not limited to the rental or purchase of a replacement item, loss of revenue and/or profit, delay damages, and downtime damages, is expressly excluded.

13.2 Except in cases of personal injury and damage intentionally or deliberately caused by Topspace, the maximum amount for which Topspace may be liable shall never exceed the Order Amount (with a maximum of the amount corresponding to one invoice period, i.e., a rental period of 4 weeks, for long-term rentals), unless and to the extent that Topspace's insurer pays a higher amount in that specific case.

13.3 The Renter shall indemnify Topspace against claims by third parties based on damage caused with, by, or in connection with the Rental Item Package.

13.4 Any liability of Topspace expires twelve months after the occurrence of the damage.

13.5 Topspace is entitled to offset any claims of the Renter against claims of Topspace on enterprises directly or indirectly affiliated with the Renter.

Article 14 Reservations and Cancellation

14.1 If the Renter wants to ensure that a Rental Item Package will be available in the future at a desired time, the Renter may make a reservation for the Rental Item Package. At the moment the Renter reserves the Rental Item Package and Topspace sends a Written Confirmation thereof, as referred to in Article 3.1, a binding Agreement is concluded.

14.2 The Renter is always responsible for verifying receipt of a Confirmation or rejection of the Rental Request. If no Confirmation is received after submitting the Rental Request, the Renter must make a Written inquiry after 2 business days to the email address verhuur@topspace.nl. If the Rental Request concerns a start date within 4 business days, the 2-business-day period is reduced to 6 working hours.

14.3 In the event the Renter disputes receipt of the Confirmation outside the period set in Article 14.2, the email sent by Topspace shall be deemed the moment of Confirmation of the Agreement.

14.4 If the Renter does not collect the reserved Rental Item Package at the agreed time and for the agreed period, the Renter is obliged to pay the full rental price.

14.5 Notwithstanding the foregoing, the Renter may cancel the reservation in Writing before the Rental Item Package is made available. In that case, the following fees shall be due: 75% of the net Order Amount for cancellations on the first day of rental; 50% of the net Order Amount for cancellations between the 3rd and 1st day prior to the first day of rental; 25% of the net Order Amount for cancellations between the 10th and 3rd day prior to the first day of rental; no charge for cancellations more than 10 days prior to the first day of rental. These cancellation rules also apply to partial cancellations of the Agreement. A day starts at 00:00 and ends at 23:59.

14.6 Cancellation can only occur before a Rental Item Package has been handed over to the Renter; thereafter, it is considered early return as referred to in Article 5.11.

Article 15 Invoicing, Payment, and Default

15.1 Payment of amounts owed by the Renter to Topspace under an Agreement established via a Confirmation must be made in the manner indicated in the Confirmation. By default, payment is in advance, with the rental amounts and any required deposits due 10 days before the start of the rental. If the Confirmation is sent less than 10 days before the rental start date, the payment term is 24 hours.

15.2 Failure to pay by 16:00 on the start date of the rental period is considered a cancellation on the day of departure as referred to in Article 14.4, unless the Rental Item Package has already been handed over to the Renter. If the Rental Item Package has already been handed over without prepayment, this constitutes Postpayment.

15.3 In the exceptional case that Postpayment has been agreed upon in Writing, or arises as described in Article 15.2, the Renter must pay the amounts due immediately, but no later than 24 hours after collection of the rental. If a different payment term for Postpayment has been agreed in Writing, the Renter shall pay within that term.

15.4 For invoices sent by Topspace regarding damage, rental period overruns, or (partially or fully) unreturned Rental Item Packages, payment must be made as stated on the invoice, without deduction or set-off.

15.5 Topspace's records shall, unless the Renter provides Written evidence to the contrary, serve as full proof of the services provided and the amounts due from the Renter.

15.6 Invoicing takes place on a post-calculation basis at the end of the rental period. Invoices may be sent at Topspace's discretion by post and/or electronically to the Renter's email address known to Topspace.

15.7 Topspace is entitled to require deposits.

15.8 A Renter who does not pay within the applicable payment term is automatically in default. Renter A will be given a final Written period of at least 14 days to pay the amount due. If payment is not made within this period, the Renter shall also owe (extrajudicial) costs and statutory interest as specified in the reminder. Renter B shall owe statutory interest from the due date until full payment over the outstanding amount for each month of default. A part of a month counts as a full month for interest calculation.

15.9 Without prejudice to the foregoing, Renter B is liable for all actual costs incurred by Topspace to collect amounts owed and to secure its rights, including judicial and extrajudicial collection costs, without limiting Topspace's right to claim additional damages, costs, and interest arising from non-, late, or improper performance or termination of the Agreement.

15.10 Judicial and extrajudicial collection costs include collection, agency, and processing fees of lawyers, bailiffs, and damage experts. Extrajudicial collection costs are deemed by the Parties to be at least 15% of the total amount due, but never less than €350.

15.11 Payments made by the Renter are always applied first to all due interest and costs, then to the oldest outstanding invoices. If the agreed payment term is exceeded, any discounts lapse and Topspace may charge the full rental price due under the Agreement immediately. Topspace may also suspend its obligations or terminate the Agreement in whole or in part.

15.12 If the Renter applies for bankruptcy or (provisional) suspension of payments, is declared bankrupt, becomes subject to the Debt Restructuring Act for Natural Persons (if applicable), transfers, liquidates, or ceases operations partially or wholly, or if any part of the Renter's assets is seized, the Renter is in default and Topspace may terminate the Agreement in whole or in part without notice or judicial intervention.

15.13 Termination of the Agreement by Topspace, or the possibility thereof, entitles Topspace to damages and does not affect any other rights. The Renter shall not claim any compensation as a result.

15.14 Interim termination of the Agreement by the Renter is not possible without explicit Written consent from Topspace.

Article 16 Non-Attributable Default

16.1 If Topspace, due to force majeure, is unable to fulfill any obligation towards the Renter, the fulfillment of that obligation shall be suspended for the duration of the force majeure, with a maximum of two months. After this two-month period, the Parties have the right to terminate the Agreement, in whole or in part, in Writing.

16.2 Topspace shall not be liable for any compensation to the Renter if it has been unable to fulfill, improperly fulfilled, or failed to timely fulfill its obligations due to force majeure.

16.3 Force majeure in the sense of this Article shall be understood as any circumstance beyond the control of Topspace that is of such nature that compliance with the Agreement cannot reasonably be required of Topspace. This includes, but is not limited to: strikes, riots, war and other civil disturbances, boycotts, blockades, natural disasters, epidemics, shortage of raw materials, hindrance or interruption of transportation possibilities, extreme weather conditions, fire, machinery breakdowns, disruptions within Topspace's operations, problems with suppliers, import and export restrictions, and/or measures by any governmental authority.

Article 17 Security Deposit

17.1 Unless agreed otherwise in Writing, the Renter is required to pay a security deposit per Agreement, as determined by Topspace, which must be paid prior to the provision of the Rental Package. The security deposit is determined by Topspace based on the stated rental period and the value of the Rental Package.

17.2 The security deposit explicitly does not constitute an advance payment of the rental price, nor a buyout for any risk of damage, theft, or embezzlement of the Rental Package.

17.3 If the Renter fails to pay the security deposit on time, Topspace may unilaterally terminate the Agreement, without prejudice to Topspace's right to compensation for lost rental periods.

17.4 At the end of the Agreement, Topspace is entitled to offset amounts owed by the Renter with the received security deposit. The security deposit will be refunded if it is established that the Renter has fulfilled all of their obligations.

Article 18 Data and Intellectual Property Rights

18.1 Topspace has taken care to ensure that the Data is accurate and complete, but provides no (implicit) guarantees in this regard. Topspace accepts no liability regarding the accuracy or completeness of Data originating from third parties, such as manufacturers and/or importers.

18.2 Intellectual property rights related to the Data remain with the original rights holders and may not be reproduced and/or provided to third parties without the express Written consent of Topspace. The Data must be returned to Topspace upon first request.

18.3 Brand names, trade names, identification data, and/or logos placed by Topspace on the Rental Package may not be covered, destroyed, or removed by the Renter. Any alterations are considered improper use and culpable damage to the Rental Package.

18.4 The Renter is not permitted to use the brand name, trade name, and/or logo of Topspace for their own (commercial) purposes without prior Written consent from Topspace.

Article 19 Damage, Insurance, and Buyout Schemes

19.1 In accordance with Article 11, the Renter is liable for damage to and loss of the Rental Package occurring during the rental period. The Renter can partially buy out this risk through one or both of the available Damage Buyout Schemes. The content of the relevant individual Agreement also determines whether one or both schemes apply.

19.2 Not all Rental Packages are eligible for one or both Damage Buyout Schemes. If it is possible to take out one or both schemes, it is generally recommended but not mandatory. The schemes involve limiting Topspace's right of recourse to the amount of the specified deductible per item or event.

19.3 For the specific content (and rates) of the Damage Buyout Schemes, Topspace refers to the "Topspace Terms and Conditions for Damage Buyout Schemes." These terms are provided with each Agreement in the Confirmation and are also available at each Topspace Rental Location and can be consulted and downloaded on the website:

<https://www.topspace.nl>. A copy will be sent upon request.

19.4 To protect both Renter A and Renter B from unforeseen costs in case of damage to the Rental Package, Topspace may require the Renter to pre-purchase coverage for possible damage through the so-called Damage Buyout Schemes. The waiver or limitation of Topspace's recourse under these schemes applies only to the Renter, and exceptions include, among others: damage caused by fire, unskilled and/or negligent use, and/or intent, recklessness, negligence, or in cases where the Renter is entitled to insurance compensation.

19.5 The Damage Buyout Schemes are subject to a deductible, depending on the replacement value of the Rental Package and/or the length of the rental period.

19.6 If the Renter wishes to take out their own insurance for the Rental Package, Topspace is explicitly entitled to require that Topspace be listed as the beneficiary/(co-)insured, or that proof of coverage is provided. Any deductible remains the responsibility of the Renter. Coverage limitations do not affect the Renter's liability and obligation to compensate for damage under the General Rental Terms and Conditions.

Article 20 Privacy

20.1 Any personal data provided by the Renter to Topspace will be used for entering into and performing the Agreement, for the collection of any outstanding payments, fraud prevention, compliance with legal obligations, and to facilitate the Renter's user experience, as well as for recording steps towards the accumulation of Loyal Customer discounts.

20.2 Both Parties shall, in the performance of the Agreement, always comply with the applicable obligations under the GDPR. The manner in which Topspace handles personal data is set out in its privacy statement, which may be amended from time to time and is available on the website: <https://www.topspace.nl>. Requests to exercise the Renter's rights, or questions regarding Topspace's privacy policy, can be addressed to: administratie@topspace.nl.

20.3 The Parties guarantee that the personal data they share with the other Party for the purpose of performing the Agreement is accurate, not excessive, and not unlawful, and does not infringe the rights of any third party.

20.4 If Topspace considers it relevant for the performance of the Agreement, the Renter shall, upon request, immediately provide Topspace in writing with information on how the Renter complies with their obligations under the GDPR.

20.5 A Rental Package or part thereof may be equipped with geo-location systems and/or trackers for the purpose of preventing theft and fraud. Collected location data is not accessible to third parties but may be used by Topspace as evidence in cases of theft, embezzlement, and fraud.

Article 21 Final Provisions; Applicable Law and Choice of Forum

21.1 Any disputes arising from or related to an Agreement shall, at Topspace's discretion, be brought before the competent court in Breda, under the exclusive application of Dutch law.

21.2 Notwithstanding the preceding paragraph, Topspace may choose to designate a competent court in Belgium, and Belgian law shall apply, if the Renter has Belgian nationality and/or is resident/established in Belgium.

21.3 Topspace reserves the right to summon the Renter in the judicial district where Topspace also maintains an office.

21.4 Notwithstanding the foregoing, disputes with Renter A shall be adjudicated by the court which, according to local law, has jurisdiction over the dispute.

Topspace Conditions for Damage Waiver Schemes (for damage to and/or theft of rented items)

The General Rental Terms and Conditions of Topspace apply to the rental agreement concluded with you. These General Rental Terms and Conditions were provided to the Renter prior to the conclusion of the agreement. They are also available on the website: <https://www.topspace.nl>. Upon request, a written copy will be sent.

In accordance with the General Rental Terms and Conditions, the Renter is liable for damage to/by/in connection with the rented items.

The Renter can, against a percentage surcharge on the value of the rented items, partially limit their contractual liability for sudden and unforeseen damage to or theft of the rented items through one or both of the schemes below.

Other (co-)liable parties and/or third parties, including insurers, cannot derive any rights from these schemes. The schemes involve a limitation of the landlord's right of recourse. If agreed, the schemes take precedence over the General Rental Terms and Conditions in case of conflict, which otherwise remain additionally applicable.

Any additional exclusions or instructions for prevention printed on or attached to the rental agreement form a supplement to and are part of the Damage Waiver Schemes.

A limitation of the right of recourse means: limiting recourse for damage to the amount of the deductible specified per item.

"Value" refers to the catalog price or replacement value as described in the General Rental Terms and Conditions.

Where "landlord" is stated, this refers to Topspace, its Rental Locations and/or affiliated companies.

In case of damage or theft, the Renter must invoke the scheme(s) in writing and substantiate its applicability with lawful and convincing evidence.

If, in the landlord's opinion, the Renter's evidence is insufficient, the landlord may reasonably request additional evidence. If the Renter cannot provide it, the landlord may declare the claim invalid.

General Terms and Conditions for A. Force Majeure Damage Waiver Scheme and B. All-risk Damage Waiver Scheme

I. For whom does the scheme apply?

For the renter of items from the landlord.

II. For which period does the scheme apply?

During the agreed rental period as stated on the Delivery Note, in accordance with the landlord's General Rental Terms and Conditions. Except for other conditions or exclusions, limitation of recourse applies only if:

- a. full prepayment has been made prior to the rental period and a delivery note signed by the renter has been issued, and
- b. the renter has demonstrably and timely fulfilled all obligations arising from the rental agreement and the landlord's General Rental Terms and Conditions.

III. For which damages is recourse limited?

Recourse concerns material damage to or value of rental items and directly related costs of (emergency) repair, expert assessment, storage, transport, investigation, repatriation, salvage, and (extrajudicial/judicial) costs, business interruption (loss of use), etc. Limitation of recourse covers material damage to rental items and directly related costs of emergency repair, storage, and transport, provided such work is based on a written instruction from the landlord, as well as business interruption (loss of use calculated based on daily rental rates excluding discounts). Recourse for costs of damage assessment is limited only if performed by the landlord's technical service.

IV. Geographical applicability

The scheme(s) apply to damages occurring within EU member states, as well as the United Kingdom, Switzerland, and Norway.

V. How is damage determined?

Damage is determined by the landlord's technical service. If the renter does not object in writing with substantiated arguments within five working days after receipt of the damage assessment or invoice, the renter is deemed to agree with the assessment. If the renter wishes a counter-expertise, they must appoint a counter-expert and notify the landlord within five working days from awareness of the damage event. The counter-expertise will be conducted at Topspace headquarters. Failure to do so is considered as waiving the counter-expertise.

VI. Obligations in case of damage

Upon becoming aware of, or reasonably able to become aware of, damage, the renter must:

- a. immediately report the event to the landlord;
- b. fully cooperate in resolving the damage, follow the landlord's instructions, provide requested information and documents (including a fully completed and signed damage form with description of events), and refrain from acts that could harm the landlord's interests;
- c. in case of theft or other criminal damage, immediately file a police report at the local police station and provide a copy to the landlord. Recourse is not limited if any of these conditions are not fully met;
- d. provide clear photos to substantiate the damage claim convincingly and without doubt of falsification.

VII. General exclusions for both schemes

Recourse is not limited if damage or theft results from, is caused by, or is aggravated by:

- a. armed conflict, civil war, uprising, internal unrest, terrorism, strike, riot, mutiny, or nuclear reactions, regardless of origin;
- b. intent or recklessness of the renter and/or their staff or assistants;
- c. insufficient care or improper use, acts, or omissions by the renter and/or their staff or assistants;
- d. subletting or providing the rented item to third parties without prior written consent of the landlord;
- e. specific exclusions mentioned in the contract;
- f. failure to follow preventive measures or other instructions printed on the rental contract or product manual;
- g. use of the rented item for purposes other than intended;
- h. if the renter can claim compensation from insurance or other provision;
- i. if a third party has unequivocally caused the damage.

VIII. Improper use, acts or omissions

Includes but is not limited to: use by unauthorized persons, overloading, transport by a driver without appropriate license, performing repairs, disabling safety devices or other subsystems, acting against instructions from the landlord, manufacturer, manual or contract, causing overhead damage (above 1.90 m from ground) during transport or traffic participation, failure to follow written instructions for use/prevention, acting against legal obligations or local regulations.

IX. Ownership of rental items

All rental items remain the property of the landlord, regardless of the application of the damage waiver scheme. Billing or payment of damage or deductible does not transfer ownership.

X. Acceptance of the scheme

The landlord may refuse application of the damage waiver scheme at any time without reason.

XI. Compensation

The schemes never give rise to any payment or refund to the renter.

XII. Deductible

Each event and each item carries a deductible of €50. Deviating deductibles can be agreed in writing in contracts or pricing agreements.

XIII. False claims

Topspace will report any attempt of insurance fraud if it suspects a false claim and will notify the CIS foundation for inclusion in the fraud register database.

A.1. What is the purpose of the scheme?

Under the Damage Waiver Scheme, the lessor limits (subject to the conditions set below and hereafter) its recourse against the lessee for sudden and unforeseen material damage caused by force majeure, mainly natural events, to the leased items and any associated costs/damages to the lessee.

A.2. To which objects does the scheme apply?

For the items listed on contracts indicating: "Force Majeure Damage Waiver."

A.3. What are the specific exclusions?

The lessor does not limit its recourse if:

- a. the damage was not caused by an unforeseen event from the following list: natural events, hail, extreme wind, suddenly crossing and/or flying animals, earthquake, flood, volcanic eruption, and natural fire;

- b. for cleaning costs and/or damage caused by pollution;
- c. a general exclusion applies (see sections VII and VIII).

Specific Conditions for B. All-risk Damage Waiver Scheme

B.1. What is the purpose of the scheme?

Under the All-risk Damage Waiver Scheme, the lessor limits (subject to the conditions set below and hereafter) its recourse against the lessee for sudden and unforeseen material damage to or loss of the leased items.

B.2. To which objects does the scheme apply?

For the items listed on contracts indicating: "All-risk Damage Waiver."

B.3. What are the specific exclusions?

The limitation of recourse for damage caused by fire or theft does not apply if:

- a. the damage was caused by or results from disappearance, misappropriation, loss, quarantine, or seizure by authorities;
- b. a general exclusion applies (see sections VII and VIII);
- c. the additional conditions are not met (see B.4.).

B.4. Additional conditions for theft coverage

In addition to the general and specific exclusions, the lessor's recourse in case of theft is limited only if all the following conditions are met:

- a. there is a break-in to a building, garage, shed, or fence. A break-in is only recognized if there are clearly visible signs. For snow chains, the recourse is limited only if the theft occurs after a break-in to a properly secured building or vehicle;
- b. items equipped with a lock must always be locked. Locks must be demonstrably used. If all keys provided to the lessee cannot be returned immediately, the lessee is deemed not to have fulfilled this condition.