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General Rental Terms and Conditions Duma Rent

The following Terms and Conditions aim at defining the general conditions of realization and implementation of the agreement and payment, that apply to the rental services offered by DUMA RENT BVBA (hereinafter called the Lessor) and the (legal) person who hires the material that belongs to the Lessor (hereinafter called the Lessee). The General Terms and Conditions (in this case the General Rental Terms and Conditions) prevail over all other documents.

Clause 1: Pre-conditions

1.1 For all rental services, the Lessor can ask the Lessee to present an identity card and/or an extract from the register of the Chamber of Commerce; he can also ask an advance payment or deposit and possibly a financial statement in order to guarantee correct payment by the Lessee; in addition, he can also ask the signing of the present General Rental Terms and Conditions and the place where the hired material will be used.

1.2 If the Lessee would be insolvent according to the Lessor's credit insurance, the Lessor can unilaterally refuse to proceed with a Rental Agreement or break the Rental Agreement with immediate effect, without the Lessee being able to claim any compensation. In case the Lessee continues to use the machine(s) afterwards, this will be charged additionally.

1.3 The lessor can refuse an approved rental application at any time without the lessee being able to ask any compensation for this.

In case the material as described in the rental agreement cannot be delivered, the lessor has no obligation to deliver the material. The lessee cannot ask any compensation for this.

Clause 2: Rental Period

A short-term rental does not exceed the term of 30 calendar days. A long-term rental lasts more than 30 calendar days. The Rental Period starts as soon as the material is put at disposal of the Lessee, under the Terms and Conditions

as described in Clause 5. It ends when the hired material has been returned to the Lessor, under the Terms and Conditions described in Clause 6.

In all events of which the origin is not known to the Lessor, exceeding of the original Rental Period will be charged in surplus. In any case a threat of exceeding the original Rental Period is imminent, the Lessee shall always apply to the Lessor for an extension, before the Rental Period expires. The Lessor reserves the right at all times not to consent to the extension of the Rental Period. The rental agreement terminates by means of written cancellation of the rented machine(s).

Clause 3: Rental Price

The Rental Price is determined in accordance with the Rental Period and calculated per working day. The Lessee shall pay for any working day that has been started.

Clause 4: Maintenance of the material

The Lessee is responsible for daily inspection and maintenance. This includes to regularly check the water level, the brakes, the oil, the battery, etc., according to the Lessor's instructions or the operating instructions.

The Lessee undertakes to immobilize and disable the material and to inform the Lessor if a breakdown or a malfunction occurs in the material, or after a comment by the inspection body. The Lessee cannot make any repairs without the Lessor's prior written consent.





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Clause 5: Availability of the material

5.1 The material put at disposal will be accompanied by the operating manual. If the material is not accompanied by its manual the Lessee shall give notification thereof to the Lessor. In case they are illegible or cannot be located in the delivered machine, the certificate of compliance and the inspection certificate are at the Lessor's disposal and can be delivered IMMEDIATELY upon simple request. Delivery of the material and accessories implies that the Lessee has taken cognizance of the operation and maintenance instructions. These can be consulted online at any time.

5.2 If the Lessor delivers the material in the Lessee's premises or in the place where the material will be used, or if the Lessee collects the material in the Lessor's premises, the delivery note shall be completed and signed at the time of delivery or collection of the material. In case the Lessee is absent, the Lessor will leave the delivery note with the equipment. If no written remarks are communicated within 4 hours after delivery, it is assumed that the Lessee has received the material in good condition.

5.3 Dependent on the way of delivery, the Rental Period starts as soon as the delivery note has been signed or at the moment the material is delivered. As from the actual delivery, the material and juridical power within the meaning of Articles 1382 to 1384 of the Belgian Civil Code will be transferred to the Lessee until the material is returned to the Lessor, in accordance with arrangements laid down in these Terms. The Lessee bears full responsibility for the material, both with regard to the Lessor and to third parties.

The Lessee has all competences of control and command over the material, the Lessor is fully

deprived thereof. Only the Lessee is liable for all damage caused by the material to persons or objects, even though the operator has been provided by the Lessor. This also applies to any fines resulting from the use of the material. Therefore, the Lessee recognizes that he cannot hold the Lessor responsible for any damage and he undertakes to safeguard the Lessor against all complaints about damage, if any, by third parties.

5.4 A Lessee who refuses to take up responsibility of the delivered material, on the basis that the material is not in accordance with his application, shall prove so. If the Lessee fails to do so, he shall pay the transport costs (there and back), in addition to the Rental Price.

5.5 In 2016, the government has decided to establish a new system regarding kilometre charge. Therefore in case of delivery and collection, an additional fee per ride is charged, the amount of which can be changed without notice.

5.6 An eco-fee is charged per billing, the amount of which can be changed without notice. This serves as a compensation for the many responsibilities the Lessor has in terms of environmental protection.

Clause 6: Returning the material

6.1 The Lessee shall, at his expenses, return the material to the place indicated by the Lessor. Exceptionally, at the signing of the Agreement, it can be provided that the Lessor will collect the material.

6.2 The Lessee is bound by the obligations resulting from the Agreement until the material is actually returned to the Lessor: he therefore remains the manager of the rented material and undertakes to store it under surveillance. The material will only be





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considered as returned and the juridical competence as transferred to the Lessor at the moment the Lessor signs a return note.

6.3 In case of non-return of the rented material at the end of the Rental Period without justification on behalf of the Lessee, the Lessor will assume that the material has been alienated unlawfully and will file a complaint with the competent authorities. A letter of formal notice will be sent to the Lessee where appropriate. In the absence of return of the rented equipment within the period specified in this notice, the replacement material will be invoiced to the customer based on the new value indicated in the manufacturer's catalogue.

6.4 The Lessee is obliged to return the material in the same condition as when delivered. When the material has not been cleaned sufficiently by the Lessee, the Lessor will have it cleaned again and invoice this to the Lessee. Returned material that is damaged will be repaired by the Lessor, at the expenses of the Lessee. When repair proves impossible, the replacement material will be invoiced to the customer based on the new value in the manufacturer's catalogue.

Clause 7: Terms and Conditions of Use

7.1 The Lessee will take all necessary steps with the competent authorities to obtain the permits to transport and/or to park the rented material via/along public roads. He undertakes to use the material according to the existing regulations, reckoning with the type of the land and the undersoil, and according to the rules of the public domain and the surroundings.

7.2 The material may be used daily, in compliance with the present Terms and Conditions, during 7 working hours / operating

hours per day and this for 5 working days per week.

7.3 During the entire Rental Period, the Lessor or any other person appointed by the Lessor can at any time take the necessary steps to check the maintenance and the use of the material. To that end, during the Rental Period the Lessor shall always have access to the place where the material is used.

7.4 The Lessee shall check the capacities, qualifications and competences of his personnel, as the use of the material requires an initial training. By signing the agreement, the Lessee explicitly acknowledges being acquainted with the contents of the need for prior training. It is the Lessee's responsibility to provide the necessary proof and certificates regarding the necessary training, in case of inspection by the competent authorities. A manual of each machine that is offered for rent is available to the Lessee. By signing the Rental Agreement the Lessee explicitly acknowledges that this has been made available to him and that he has taken note of it. Only the Lessee is responsible for making the necessary safety instructions available to his appointees, subcontractors or anyone to whom he makes the material available. Only the Lessee is responsible for the fact that his appointees and subcontractors shall comply with the necessary safety measures and shall wear the necessary personal protective equipment (PPE) when working with or in the vicinity of the material. If the Lessee has any kind of doubt about the safety when using the rented machines, he is obliged to cease work and to immediately enter into consultation with the Lessor to determine the most appropriate course of action that puts safety first. The Lessee is strictly forbidden to disable or circumvent the safety functions that the material is provided with. The Lessee shall be





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responsible for ensuring that, by no means, this is done by his appointees or subcontractors.

7.5 The Lessee shall take all measures necessary to avoid theft and vandalism.

7.6 The material cannot be used in aggressive or corrosive environments, such as salt, acid, etc., without the Lessor's prior consent. The Lessee is obliged to protect the material against overloading and damage. The Lessee shall use adequate fuel and additives of good quality. When the Lessee uses the machine in asbestos, he must inform the Lessor of this in writing before the start of the Rental Period and the Lessor must agree with this explicitly and in writing. Conditions may apply to this permission, such as the submission of the necessary certificates and the provision of proof of adequate training and competences to deal with these materials as well as with regard to cleaning the material. However, the Lessor is at all times free to refuse permission without any justification being required. In the absence of obtaining permission by the Lessor or in the case of disrespecting the imposed conditions or relevant legal provisions, the liability of the Lessee is compromised, which exposes the Lessee to prosecution.

Clause 8: Payment

The Rental Price and Rental Period are determined ultimately at the beginning of the Rental Period and are fixed in the rental contract. When modifying the indicated period a price adjustment may follow, as decided by the Lessor. After creating the customer data sheet, the creditworthiness of the Lessee will be screened by the Lessor's credit control department, that takes a decision. The Lessor has the option to demand payment of the rent – plus a deposit – before the start of the rental period. Any rent

extensions shall also be paid in advance. If a credit limit is granted, invoices will be issued after the end of the rent, or monthly in case of long term rental. These invoices must be paid in accordance with the invoice conditions and at the latest on the due date stated on the invoice. In the absence of payment on the due date, a late payment interest of 1% per month is owed by operation of law and without prior notice of default. In addition, any amount due will automatically incur an extra charge of 10%, with a minimum of 125 euros, without prejudice to the right of the Lessor to prove higher damage and to claim compensation for this. If the Lessee has complaints concerning the invoice, he must formulate them in writing to the Lessor, within a period of 15 days. After this period, complaints are no longer accepted and the invoice is considered accepted.

Clause 9: Written Cancellation / Premium Clause

The Lessee can terminate the Agreement at any moment by using the power of his premium: after having informed the Lessor by registered letter of his intention to stop the Agreement, the Lessee shall immediately pay half of the rental price due from that moment on until the original end date, in addition to already existing rental fees. He shall return the material to the Lessor according to the Terms and Conditions in Clause 6.

Clause 10: Lessor's Protection against Expropriation

The Lessee cannot part with, pledge, sublet or lend out the hired material, nor transfer it's possession in whatever form, without the Lessor's prior consent. In case a third party should try to vindicate its rights to the machine in the form of a claim, opposition or seizure, the Lessee shall immediately inform the Lessor thereof.





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As soon as the Lessee is undergoing a judicial reorganisation procedure or is in bankruptcy, the Lessor has the right to terminate the Agreement without any term having to be respected or without any compensation being due. The Lessor retains full ownership of the rented equipment, which in no case may be added to the Lessee's assets.

Clause 11: Liability

11.1 From a legal point of view, the rented machines cannot be put into circulation on public roads and terrains accessible to the public. The Lessee agrees to conform to the communal, local and national legislations and regulations in force that relate to the use of the machines. All levies and fines due to facts or infringements during the Rental Period therefore exclusively come to the charge of the Lessee.

11.2 The Lessor does not have any liability in the use of the machine.

11.3 The Lessor can never be held responsible for consequential damages resulting from a malfunction or breakdown of any kind, resulting from a late delivery or failure to deliver the machine. When renting machines with an operator, the Lessor cannot be held responsible for damage of whatever nature or howsoever caused, whether tangible or not.

11.4 It is up to the Lessee to take out an additional insurance on manipulated machines and materials, as well as on the work to be carried out. In the absence thereof, the Lessee is liable.

Clause 12: Damage Caused to the Rented material

12.1 In the event of damage of any nature whatsoever, the Lessee shall inform the Lessor as soon as he knows about the incident and

report damage to the insurance company. The official report or any other written declaration shall be presented within 48 hours.

12.2 The Lessor will propose to the Lessee an insurance covering a 'guarantee for machine breakage', invoiced at 10% of the standard rental price with a basic franchise of 3000 EUR to 5000 EUR per damage claim and per impact, depending on the value of the material itself (the necessary information is available on the Lessee's website).

The Lessee shall return the damaged material to the Lessor, recognizable and complete.

The equipment, accessories, service parts, removable elements are excluded from the guarantee and are invoiced at a replacement price in case of loss, theft or damage.

All damage caused to the material under the following circumstances is excluded from the guarantee: non-observance of instructions for use or safety, non-observance of directions and interdictions mentioned, non-observance of the regulation in force, use of the machine by an incompetent person or a person under the influence of ethyl alcoholic, narcotic or other substances, use for illegal ends or ends that do not comply with the destined use, negligence or errors on behalf of the Lessee.

Are also excluded from the guarantee: tyres, air pipes, oil ducts, lighting and optics, batteries, breach of glass and vandalism.

12.3 The Lessor reserves the right to charge for damage within 7 working days after receipt of the rented equipment. This report containing an estimate of the damage is transmitted to the Lessee by e-mail, with enclosed pictures. After this, the Lessee has 14 calendar days to have a counter-assessment carried out by an accredited expert, otherwise the damage estimate is considered tacitly





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accepted. In the event of a dispute of the damage after the counter-assessment has been received within the aforementioned term, the rent will be further charged up to the final settlement of the discussion, and insofar as the Lessor is held to be in the right.

12.4 In the event of a claim or accident, all salvage costs, hoisting costs and / or breakdown costs remain at the expense of the Lessee.

12.5 The Lessee can prefer to insure the material himself. In that case he shall provide the Lessor with a copy of the agreement and a certificate, which must be approved by the Lessor.

The Lessee bears the franchise or repair costs of the material, regardless of the cause of the claim.

12.6 The use and transport of the machines on water is not allowed, unless this has explicitly been notified to the Lessor in writing in advance, and has been approved by the Lessor.

12.7 Damage to the appliances caused by fire (due to an external cause) is covered by insurance only insofar as there is no intervention whatsoever of any other policy. In the event of damage to the building due to fire, the lessee's fire insurance is liable.

12.8 Operators must be in possession of a recognized and valid attestation / certificate that is in accordance with the rented machine. If this is not the case or if this cannot be presented at the first request, any form of coverage by insurance offered by the Lessor lapses and the Lessee is thus fully liable for damage caused to and by the machine.

12.9 In case of theft of the material, a franchise will be invoiced to the lessee. This

franchise is 10% of the insured value of the stolen material, with a minimum of 2.500 € and a maximum of 10.000 €. The franchise will be invoiced per stolen item.

Clause 13: Infringements

The Lessee is responsible for all infringements he committed and bears sole responsibility for any criminal, civil and fiscal consequences hereof.

Clause 14: Dispute / Applicable Law / Nullity

In case of dispute, the Commercial Court of Ghent (Kortrijk department) is the only competent, even in the case of several defendants or recourse under warranty, even for any urgent procedures or protective procedures by means of summary proceedings or by petition.

The present General Terms and Conditions are subject to Belgian law. In case one of the present clauses should appear to be invalid in comparison to the existing legislation or a definitive juridical decision, this clause will be considered as non-written, without resulting in the nullity of the Agreement or the modification of the validity of other clauses.

