

**GENERAL TERMS AND CONDITIONS OF RENTAL APPLIED BY
HITEC POWER PROTECTION B.V.**

Registered with the Chamber of Commerce under number 06078910

Art. 1. Applicability.

1. The user (lessor) of these General Terms and Conditions is Hitec Power Protection B.V. Hitec Power Protection B.V. shall act as the lessor in a situation, among others and not limited thereunto, in which materials sold and supplied by require maintenance or are temporarily unavailable. Hitec Power Protection B.V. may then offer the purchaser the opportunity to rent material, in which case these General Terms and Conditions of Rental shall be applicable. The purchaser in the aforementioned situation is the lessee in the sense of these General Terms and Conditions of Rental. Hitec Power Protection B.V. shall also act as the lessor in a situation, among others and not limited to the situation in which a party is not a purchaser but solely a lessee.
2. These General Terms and Conditions of Rental shall remain applicable to all agreements concluded between the lessor and the lessee and all lawful acts between the lessor and the lessee in connection with the rental and provision of materials, even when those lawful acts do not result or are unconnected with an agreement and these General Terms and Conditions shall also be applicable to any disputes which might arise in this connection. All other general terms and conditions applied by parties which are not deemed to be users of these General Terms and Conditions of Rental and/or parties affiliated therewith are hereby expressly excluded. Deviations from and/or supplements to these General Terms and Conditions of Rental shall solely be binding if and to the extent we shall have consented therewith in writing. Verbal arrangements made, even when in place prior to concluding this agreement, shall not be valid to the extent they conflict with the foregoing stipulations. Any General Terms and Conditions of Rental applied by the lessee shall not be applicable here and are hereby explicitly rejected and declared inapplicable.
3. Should alongside these General Terms and Conditions of Rental, other general terms and conditions of a user of these General Terms and Conditions of Rental be applicable and/or those of parties affiliated therewith to the relationship between the user and the lessee (including but not limited to a situation in which the general terms and conditions Hitec Power Protection B.V. determines those terms and conditions also apply to agreements arising out of the purchase agreement and the rental agreement as well as to an agreement arising out of the purchase agreement) the following shall apply: if these General Terms and Conditions of Rental conflict with the aforementioned other general terms and conditions of a user, then both sets of general terms and conditions shall be applicable until the lessor shall indicate which stipulation or which set of general terms and conditions it invokes to the exclusion of the stipulation in connection with which a conflict exists or to the exclusion of which set of general terms and conditions its designated general terms and conditions shall be.

Art. 2. Agreement.

1. Binding agreement shall be concluded by signing the rental agreement on the part of the lessee and the lessor, or by performance on the part of the lessor of its obligations arising out of the rental agreement.
2. Verbal promises made by and arrangements put into place by subordinates of the lessor shall not bind the lessor other than when subsequently confirmed by a lawful representative of the lessor in writing.
3. The lessee shall retain the right to inspect the material rented prior to or at the time of the de facto delivery made thereof for defects and/or to ensure for suitability of the rented material for the purpose for which it shall be used. Should the lessee fail to do this or accept the rented material having inspected it and not have made any comments thereon, the rented material shall be deemed to agree with the rental agreement and hence have been delivered in good condition, working order and undamaged.
4. The lessor has not inspected the rented material for its suitability and shall solely be bound to inform the lessee of known defects which it knows diminish suitability. The lessor is not liable for the consequences of defects which the lessor was unaware of or could not have been aware of.

Art. 3. Rental period, extension, giving notice to terminate.

1. The rented material shall be returned at the close of the agreed rental period to the lessor. Should no rental extension agreement have been concluded, the lessee may never invoke any extension. Each and every day during which the lessee retains possession of that rented, including the delivery day and the return delivery day, Saturdays, Sundays and lawfully recognized holidays, shall be charged for. On Sundays and lawfully recognized holidays the lessor shall not accept returned material. If that rented is returned prior to 9 a.m., no rent shall be charged for the return delivery day.
2. Should the rental period end without that rented being returned, the lessor may either extend the rental period one (1) day at a time or take possession of the goods in question without delay at the expense of the lessee without being bound to notify the lessee of this choice either verbally or in writing.
3. This agreement may be terminated by parties at all times. Termination may solely be undertaken by the lessee by means of returning the rented material, having given notice at least 24 hours prior to this to the lessor. Should parties have agreed that the lessor shall pick up the rented material upon the termination of this agreement from the lessee, the lessee shall be required to observe a period of notice of no less than 24 hours.

Art. 4. Deposits.

The lessee may be requested to make a deposit with the lessor as laid down in the tender of the rental agreement. In this case, after the material shall have been returned, the deposit shall be restituted less any unpaid rent due and/or compensation for damage or costs the lessor shall be required to incur to recondition that rented and return it to the state in which the lessee received it.

Art. 5. Ownership and inspection.

The lessor always retains ownership of the rented material, irrespective of the duration of the rental period and retains the right, having conferred with the lessee, to check for the presence and maintenance of that rented or have such a check conducted.

Art. 6. Deployment, sub-letting, provision to third parties.

The rented material may not be provided to third parties or be sub-let without the lessor having been notified of this in writing and having declared itself in agreement therewith in writing. Whole or partial waiver of use, free of charge or under encumbered title is prohibited.

Art. 7. Pick-up, delivery, delivery time.

1. Should the lessor be bound to deliver the rental material to the lessee, the lessor shall endeavour to keep to the agreed delivery time as closely as possible. Delivery times shall however never be deadlines.
2. Exceeding a delivery time does not result in any compensation for damage becoming due, even after a notice of default shall have been issued by the lessee.
3. The lessee shall not be due to pay rent for rented material for days on which the lessor is unable to provide that rented material to the lessee.
4. Parties may arrange for the lessor to deliver that rented to a designated location. In that case, the lessee shall ensure that on the delivery day agreed and at the agreed delivery venue, an authorized person shall be present to take receipt of that rented.
5. If no one is present on behalf of the lessee on the delivery day to take receipt of that rented, the lessor shall be entitled to take back that rented. The costs incurred in this connection, including transportation costs, shall be for the account of the lessee.

Art. 8. Risk, liability.

1. At the time of shipment, the risk of transport shall be transferred to the lessee. For the duration of the rental period, the entire risk of that rented shall be for the lessee, aside from in the case of gross negligence on the part of the lessor. The lessor shall not be liable for any damage which might be sustained by that rented after its having been received by the lessee, neither shall the lessor be liable for any indirect damage which might result as a consequence thereof.
2. Neither shall the lessor be liable for any direct or indirect damage and/or injury, including but not limited to loss of sale and/or profits, consequential damage, personal damage etc. which might be sustained by the rented material, aside from in the case of gross negligence on the part of the lessor.
3. The lessee shall be bound to indemnify the lessor in connection with all claims instituted by third parties against the lessor in pursuant to damage and/or injury caused by that rented.
4. In the case of direct or indirect damage sustained as a result of technical defect which may be proven by the lessee and which was present upon the commencement of the rental period, the lessor shall never be liable for any higher amount than the rental sum agreed between parties per week or for a higher amount than the maximum amount the insurance of the lessor shall actually pay out in the case in question, in which the choice between both amounts shall be made by the lessor, bearing in mind the circumstances of the case. The lessor shall, in this case, take back that rented and defray the repair costs for that rented which are directly connected with the technical defect. The normal costs arising out of the agreement for repair and maintenance shall remain for the account of the lessee.
5. The lessor shall not be liable for damage caused deliberately or for gross negligence which may be equated therewith on the part of non-managerial personnel or for damage caused by actions or failure to take actions on the part of third parties deployed by the lessor for the performance of rental agreement, including but not limited to installers.
6. The stipulation on (product) liability as including in the General Terms and Conditions of Orgalime SI-14 shall also be applicable to the relationship between the lessee and Hitec Power Protection B.V., which Orgalime SI-14 terms and conditions have been provided to the lessee. This means that the liability of Hitec Power Protection B.V. as manufacturer of that rented in respect of the lessee shall be limited to that determined in the general terms and conditions. The lessee acknowledges applicability of this stipulation on its relationship with the manufacturer and where necessary waives the lawful rights and claims it might have in respect of the manufacturer in the general terms and conditions or limits them or excludes them. The stipulations which are particularly applicable are 2, 55 - 72 and 77. In these terms and conditions, the Purchaser is the same party as the lessee and the Contractor is the same party as the lessor and making available of that rented shall be equated with 'completing the Works'.

Art. 9. Risk, insurance.

In the case of commercial use being made of that rented, all risks from the moment of transfer of that rented to the lessee or its appointee shall be insured by the lessee against all insurable damage with a reputable insurance company. The rights arising out of the insurance in question are hereby transferred by the lessee to the lessor. Should the lessor take out insurance at the behest of the lessee, the lessor shall retain the authorization agree to the deductible for the lessee. The lessor shall exercise that authorization in all reasonableness, bearing in mind the circumstances it is aware of. The costs connected with insurance shall be charged for as additional costs.

Art. 10. Charges, taxes, services rendered by the lessor.

All charges and taxes concerning the rented material, levied or yet to be levied shall be for the account of the lessee. The services rendered by the lessor (if necessary), shall be charged for by the lessor.

Art. 11. Availability.

If a defect occurs or damage is sustained by the rented material which is not the fault of the lessee, the lessee shall have the right to have the material in question replaced for the further duration of the agreement. If that rented is temporarily not available to the lessor due to other than the aforementioned circumstances, the rent due shall remain due in full and the lessee shall not have the right to replacement goods for the rented material.

Art. 12. Use, deployment, treatment.

The lessee shall be bound to treat the rented material in accordance with its intended purpose and use and take good care of it, all this in compliance instructions for use and further instructions which apply which are handed to the lessee upon the material being delivered, receipt of which shall have been confirmed by the lessee. Should a machine be rented, the lessee shall be responsible for the use of correct fuel and lubricants and the lessee shall ensure that the oils of the machine are kept at the correct levels.

Art. 13. Maintenance, repair, defect, damage.

1. Maintenance costs shall be for the account of the lessee. The lessee shall not be permitted to make any changes to that rented or have any changes made to that rented neither shall the lessee be allowed to carry out repairs on that rented or have repairs carried out on that rented. The lessee shall notify the lessor of all defects and/or flaws in that rented without delay and in writing. Should the lessor be required to conduct repairs due to the use of unsuitable accessories, repairs carried out by third parties, unprofessional use of that rented or any other cause which may not be deemed to be normal wear and tear, those costs shall be separately and additionally charged to the lessee.
2. Upon the termination of this agreement that rented shall be returned in the same condition as it was supplied in, entirely cleaned to the lessor. Should that rented manifest any defect or prove to be damaged and/or the material not have been or only have been insufficiently cleaned by the lessee, the lessor shall be entitled to charge the lessee for the repair and/or cleaning costs. The necessary parts shall be required to be obtained from or via the lessor.
3. Should the lessor be required by law, or due to an obligation imposed pursuant to European law or rules and regulations, to recall the products delivered or to be delivered, the lessee shall be bound cooperate in fully therewith without being due to receive any compensation. The agreement shall in this case be dissolved or deemed to be dissolved.

Art. 14. Payment, invoicing.

The rental is made against cash payment, unless explicitly otherwise agreed in writing. Should the rent due and/or rented items delivered be charged for by means of an invoice, that invoice shall be paid within thirty days after the invoice date without any deductions, discounts or off-setting being applied. The payment period constitutes a deadline.

Invoking any right of retention or off-setting against any counter-receivable due to the lessee on the grounds of this or any other agreement, is explicitly excluded.

Exceeding the payment period shall render the lessee in default and the lessee shall be due to pay the lessor 1.5% of the invoice value per month, or part thereof, for each month the lessee remains in default. Should the lessee fail to make timely payment, the lessor shall be entitled to transfer the receivable to a third party. The lessee shall reimburse all reasonable costs incurred by the lessor and the third party enlisted to collect the receivable due, including extra-judicial costs, the latter being fixed at 15% of the total amount, as well as judicial costs incurred, including those for legal counsel, judicial officers and collection agencies.

Art. 15. Dissolution.

Should the lessee fail to meet its contractual obligations, or fail to meet its contractual obligations in a timely manner or fail to meet its contractual obligations properly, when an attachment order is executed on its assets, both real estate or goods and chattels, or a part thereof, when the lessee is granted suspension of payments or applies for bankruptcy, when the lessee is declared bankrupt or when he or she is placed under the Netherlands Debt Clearance Act for Natural Persons, when the lessee's enterprise is transferred in whole or in part, goes into liquidation, or ceases trading and/or when he or she dies, is

placed into administration or transfers his or her customary domicile to another country, any such sole circumstance shall entitle the lessor, at its discretion to claim immediate payment without any further demand being required of the rental payments due together with costs or declare this agreement dissolved, effective immediately without judicial intervention and repossess the goods rented immediately, without prejudice to the right retained by the lessee to claim compensation for costs, damage or interest and without prejudice to the rights of the lessee pursuant to articles 265 and 74 of Book 6 of the Civil Code of the Netherlands.

Art. 16. Force majeure.

1. In the sense of this article, force majeure shall include circumstances which prevent performance of obligations imposed on the lessor in whole or in part, which may not be attributed to the lessor.
2. Should the lessor not perform its obligations, not perform its obligations properly or not perform its obligations in a timely manner or should the well-founded fear prevail the lessor shall not be able to perform any of its obligations arising out of the agreement due to force majeure, as well as in the case of an application being made for bankruptcy or an application being made for suspension of payments, ceasing trading, or in the case of the dissolution or liquidation of its enterprise or an accordingly applicable measure apply under foreign law, the lessor shall be entitled to perform its obligations at a later time or to declare the agreement dissolved in whole or in part without judicial intervention.
3. In the case of dissolution as referred to in the previous paragraph, the lessee shall be bound to rent the material covered by the agreement and made available and to pay the rental price in proportion.
4. The lessee shall not be entitled to dissolve the agreement and/or to claim compensation for damage in the case of force majeure or extraordinary circumstances prevailing.

Art. 17. Obligations of the lessor, pursuant to Art. 15.

The lessee shall be bound to inform the lessor without delay of any attachment order executed on its goods and chattels or real estate and of any bankruptcy, application for suspension of payments or going into administration or of any intention to transfer its customary domicile to another country, as well as inform the court process server or trustee in question as to this agreement and provide the latter with an opportunity of perusing this agreement without delay.

The lessee shall be bound to reject any claims made by third parties to the rented material and to indemnify the lessor in that connection.

Art. 18. Loss of material.

Should the rented material no longer be de fact in control of the lessee at the close of the rental period for any reason whatsoever resulting in the lessee being unable to return the rented material to the lessor or have it returned, the lessee shall be bound to pay the lessor compensation for damage to be determined by the lessor amounting to the new value of the rented material, without prejudice to that determined in article 3 of this agreement.

Art. 19. Deployment time.

The rental is based on 24 hours a week of operations, or less, providing agreed in writing. Additional hours are charged for pro rate up to a maximum of 100%. If no written agreement is concluded in this connection, the lessee shall be bound at the close of each week to report in writing of the additional operating hours. In the case of improper records being provided to the detriment of the lessor the lessee shall be bound to pay triple rent for that rental period.

Art. 20. Costs not included in the rental price.

The rental price shall not include the loading-unloading-transport costs, transportation costs and the costs of rendering that rented operational and non-operational. The costs of fuel required, accessories and parts, subject to rapid wear and tear during use and any changes required to or making of accessories for the user, and the costs of insurance and other cost as described in these General Terms and Conditions of rental are not included in the rental price.

Art. 21. Miscellaneous.

Supplements or amendments to this agreement shall solely be binding if agreed in writing. Verbal arrangement, even when made in connection with concluding this agreement shall not be valid to the extent they conflict with the foregoing stipulations.

Art. 22. Applicable law and disputes.

The law of the Netherlands applies to all agreements concluded by the lessor.

All disputes which might arise in connection with the agreement or further agreements connected therewith shall be submitted to the competent Judge of the District Court of Overijssel, location Almelo, the Netherlands. Parties may mutually resolve to have any dispute settled by arbitration.