

- 1 General information

- The general renting conditions are valid for all renting transactions between the firms COMAT SA, COMAT LOCATION SA or COMAT Matriel Srl (vendor) and their customers. They are not applied to sales transactions or reparations.

- A renting transaction in the terms of this conditions is the provision of a machine or equipment for a certain laps of time without any intellectual service like maintenance, guidance or start-up.

- 2 Contract

- The contract between the vendor and the customer is formed by the signing of a renting order. It expires when the customer has returned the goods in the conditions noted in 11

- The vendor has the right to outsource the contract or part of it without any formalities. The customer however needs a written autorisation from the vendor to sublease the goods.

- 3 Property and risks

- The goods remain in the property of the vendor. The vendor has the right to supervise and control the goods during the renting time with any GPS or satellite control system.

- The customer has the liability for the goods. He has to assume any risks and is liable for any damage done to or by the goods

- If the goods are lost or damaged, the customer has to advise the vendor within 12 hours.

- The renting price doesn't include any insurance.

- 4 Payment and price

- Invoices are to be paid within 30 days of their editing date.

- Payments in instalments, discounts or reductions are only possible if the terms of payment are respected. If they are not, the total amount of the invoice is due.

- If an invoice is not paid at due date, it will immediately and without any formality bear an interest rate.

- Any reminder can be invoiced with 25 EUR to the customer. In case of a legal action, a fee of 1000 EUR can also be invoiced to the client.

- If an invoice isn't paid by the customer, the vendor has the right to recover the goods that this invoice is related to, 48 hours after having advised the customer. A possible deposit can be used to pay the invoices.

- All prices are VAT excluded ex warehouse. Renting prices for machines are valid for a use of 8 hours a day, 40 hours a week and 160 hours a month. If these limits are not respected, supplementary hours can be invoiced. The "WEEK-END" price is valid for a use of 12 working hours, otherwise, a supplementary day can be invoiced. For "WEEK-END" use, the goods must be delivered on Friday after 16 o'clock or on Saturday morning and returned to the vendor on Monday before 8h30 o'clock.

- All prices on our internet sites are only for information and are not binding for the vendor.

- 5 Penalty

- In case of non-payment of an invoice at due date, the vendor can require a penalty payment of up to 10 % of the amount of the invoice per day.

- 6 Deposit

- Before handing out the goods, the vendor can ask for a copy of an ID card of the customer and also for a deposit of an amount up to the value of the goods. This deposit will not produce any interest.

- 7 Complaints

- Any complaints concerning an invoice have to be done within 10 days. After that, the invoice will be considered as correct.

- 8 Delivery

- The goods are handed out to the customer in good conditions.

- The vendor or the customer can ask for an inventory report about the condition of the goods and their conformity. If the customer is not present at the delivery, he has to forward his remarks concerning the condition of the goods to the vendor on the next day.

- Delivery has to be advised to the other part in a reasonable delay.

- Deadlines or delivery dates indicated in our offers are only for information. If they are not respected, the customer doesn't have automatically the right to cancel the order or claim any penalty.

- 9 Use of the goods

- The customer is liable for the goods during the renting period.

- The customer is responsible for the correct use of the goods and the correct conditions in which they have to be used. He has to respect any public legal, environmental, health or security prescriptions that exist.

- The equipment has to be used by qualified persons only, who have the necessary authorizations to do so. If not, the vendor can recover the goods and ask for a compensation fee for possible damage.

- The customer has to respect the law and the regulations. Following points are important among others:

- * our compressors and mobile power generators are not registered for public traffic and we advise our customers to load them on a van for transport. If they are trailed behind a vehicle, the maximum speed is of 40 km/h and the vehicle can not access motorways.

- * only persons with the required specific diplomas can use our handling equipment.

- The customer has to assume the maintenance and proceed to the daily maintenance operations like cleaning, lubricating, control of the tyre pressures etc. The goods have to be in a clean condition.

- 10 Damage and reparations

- The customer has to advise the vendor immediately of any damage on the goods. He has to stop using the damaged goods and cannot repair himself the goods without the permission of the vendor.

- The vendor will try to repair or replace the damaged goods as soon as possible and will not invoice the period during which it was not possible to use the goods.

- If the damage has been caused by the customer or if the goods have not been returned to the vendor, the vendor can charge the customer with any reparation, exchange or replacement costs for an equal equipment.

- In case of a deposit, the deposit can be used by the vendor to pay this invoice.

- 11 Return of the goods

- The customer has to return the goods completely and in good condition to the vendor. The goods are not supposed to have any damage except the normal wear for a normal use during the rent period.

- The goods are clean and fueled up at the delivery, so they have to be in the same condition upon return.

- Possible cleaning costs as well as consumption goods such as fuel, sand or wear of cutting and drilling equipment are invoiced to the customer.

- Possible repair costs or non-returning of a part of the goods can be invoiced to the customer.

- If the goods are not returned at the end of the rent period, the vendor has the right to recover them or use the deposit to replace the goods.

- If the goods are returned with a delay at the end of the renting period, this delay can be invoiced to the customer

- Delivery has to be advised to the other part in a reasonable delay.

- If the goods are not damaged and in good condition, the vendor has to return the deposit to the customer, except for the cases treated in \$4 and \$10 of the present conditions.

- 12 Eviction of the vendor and limited liability

- The customer is not allowed to sell or pledge the goods. If a third person claims some rights on the goods, the customer has to advise the vendor immediately. The customer cannot remove any of the property signs or inscriptions on the goods. He cannot implement his own signs or inscriptions on the equipment.

- The vendor is not liable for any direct or indirect damage caused in relation with the contract, not even for work interruption or financial losses

- 13 Cancellation clause

- The vendor has the right to cancel the order if the customer doesn't execute his obligations. In this case, the client won't prevent the vendor from recovering the goods.

- If the customer cancels the contract before the end of the rental period, the total amount of the rent is nevertheless due to the vendor.

- 12 Final clauses

- The customer renounces to his own general conditions

- The contract is filed under Luxemburg law

- In case of legal action, only the courts of Luxemburg-City are competent

- The client will not charge any legal fees to the vendor

- These summarized conditions are samples that have been translated from the French General Renting Conditions ("conditions générales de location"). Only the full French text is deciding and legally binding.