



## SPECIAL RENTAL TERMS

### Applicability

1. These provisions apply to:
  - All agreements whereby equipment is temporarily made available to the customer by the Lessor or affiliated companies, either on a rental basis or otherwise.
  - All service agreements whereby technical and/or creative and/or support services are performed by the Lessor or affiliated companies for the Client, whether or not in combination with the temporary provision of Equipment on a rental basis or otherwise.
2. Where the general terms and conditions refer to "customer," this can be equated with "lessee" and vice versa.
3. "Equipment" is defined as: all (electrical) devices in the field of audio, video, rigging, special effects, and lighting technology, as well as musical instruments and any other items that EQS Pro-Rent makes available for rental or other use, including all associated accessories, cables, packaging materials, tools, etc.

### Offer, Availability, and Reservation

4. All quotations issued by EQS Pro-Rent are considered non-binding price quotations and are subject to the availability of the offered materials unless it is stated in writing that the materials are held as an option for the customer until a specific date. After this date, no claims can be made regarding the availability of the offered materials.
5. As soon as the customer confirms a quotation or offer, the availability of the materials is checked, and our company sends a confirmation of the materials reserved for the lessee.
6. The lessee is always responsible for the selection of materials to be rented; if certain materials necessary for the operation of other materials are not included in the order, this remains the responsibility of the lessee, unless explicitly agreed otherwise.
7. All amounts mentioned in the quotations are exclusive of VAT or other mandatory levies/taxes.

### Collection, Return, and Transport

8. Rental materials must be collected by the customer from EQS Pro-Rent in Hoogstraten on the first day of the rental period from 12:00 PM, unless otherwise agreed in writing.
9. Rental materials must be returned by the customer to EQS Pro-Rent before 11:00 AM on the day following the last day of the rental period, unless otherwise agreed in writing.
10. If it is agreed that EQS Pro-Rent is responsible for transporting the equipment to and/or from the place of use, the lessee must be present at the place of use in time to check and receive the equipment or to hand it back to our company. Any waiting time will be charged to the lessee.
11. The delivery and pick-up times indicated by EQS Pro-Rent are approximate times, which our company will strive to meet as much as possible. However, the lessee cannot derive any rights from this, and the lessee is expected to remain at the agreed location until the equipment is fully unloaded or loaded. The lessee must ensure that the loading/unloading location is easily accessible with a vehicle commonly used for this transport.
12. The materials must be transported in the same manner and returned in the same condition as they were delivered. This means safely packed in the provided flight cases and/or transport carts and free of dirt (drinks, mud, tape residues, etc.). All cables must be rolled up and bundled individually.
13. Equipment is transported at the lessee's expense and risk.
14. Simply by not returning the equipment on the agreed date for any reason, or in case of damage to and/or soiling of the equipment, the lessee is in default without any reminder or notice of default being required. The lessee is then, without prejudice to his other obligations to EQS Pro-Rent, liable for damages equal to the rental price he would have to pay for the number of days the agreed rental period is exceeded, or the number of days required for repair or cleaning of the Equipment, increased by 50%, without prejudice to our company's right to full compensation for the damage suffered. The damage costs will be deducted from the deposit. If the costs exceed the paid deposit, the additional cost will be charged to the lessee. The lessee cannot derive any right to extend the previously agreed rental period from this provision.

### Identification and Authority

15. The person collecting the rental materials must identify themselves with a valid driver's license, identity card, or passport. If the materials are rented in the name of a company or other (legal) person, this person must also provide written proof that he or she is authorized to receive the materials on behalf of this (legal) person.

### Deposit

16. When collecting the materials, the lessee must pay a deposit. This can be done in cash, by pin transaction, or in advance by bank transfer. The amount of this deposit is stated in the quotation and is calculated by EQS Pro-Rent based on the rental amount due and the value of the rented materials. After returning the materials, this deposit will be refunded to the lessee, minus the rental amount due and any compensation for damages.

### Delivery

17. The materials are assembled by EQS Pro-Rent with the utmost care. However, the lessee must always check whether the delivery is complete. By signing the delivery note or rental agreement "for receipt," the lessee expressly declares to have received all materials. If it later turns out that certain items were not delivered, our company cannot be held responsible in any way.

### Use

18. The lessee must ensure that the equipment is delivered to them in good condition. EQS Pro-Rent assumes that the lessee is familiar with the operation of the equipment and that the rented equipment meets the purpose for which the lessee intends to use it.

19. The lessee will use the equipment only for the purpose for which it is intended.
20. The lessee will treat the equipment with care and ensure proper and safe storage. If and as long as the Equipment is in an unsecured area, the Lessee must provide permanent (night) surveillance.
21. The lessee will always grant access to a representative authorized by EQS Pro-Rent to buildings or premises where the equipment is located, to inspect its condition.
22. The lessee is not allowed to make any changes to the (hardware and/or software configuration of the) equipment.

### Lessee Expertise

23. The lessee is assumed to be sufficiently skilled and to possess the necessary knowledge of the rented equipment to work with it responsibly and safely. If our service department is called in for a problem not caused by a malfunction in the equipment but due to connection, programming, or setting errors by the lessee, costs will be charged to the customer.

### Usage Area and Subleasing

24. The rented materials may not be used or transported outside Belgium without the express written consent of EQS Pro-Rent.
25. The rented materials may not be subleased, lent, or otherwise made available to third parties without the express written consent of EQS Pro-Rent.
26. The lessee will not copy, show to third parties, or disclose any information regarding designs and/or construction methods used by our company.

### Spare Parts

27. If the Equipment is delivered including spare parts, the replaced parts must be returned to EQS Pro-Rent by the lessee with a description of the reason for replacement. If this does not happen, the lessee is obliged to compensate the value of the replaced parts. Unless otherwise agreed, our company provides spare parts free of charge with the rented equipment. The use of these spare parts is not charged unless the replaced parts are found to be defective due to overvoltage or careless handling by the lessee.
28. Broken parts (including lamps!) must always be returned. Non-returned (broken) parts will invariably be charged to the customer.

### Duration

29. The equipment is rented for a minimum period of one (1) day. The rental period starts on the day the equipment leaves the EQS Pro-Rent warehouse and ends on the day the equipment is returned to our company's warehouse unless otherwise agreed in writing.

### Rates

30. The lessee is assumed to be aware of and agrees with the rental rates applied by EQS Pro-Rent. Unless otherwise agreed, the lessee must pay the rental price in cash before or at the start of the rental period. Our company is entitled to demand a deposit from the lessee and reserves the right to offset overdue rental terms with the deposit, as well as the costs of repair and/or cleaning of the rented equipment.

### Payment

31. All rentals are made against cash payment at the time of delivery unless a different payment method has been agreed in writing.
32. If post-payment (invoice delivery) has been agreed upon, the invoice must be paid by the lessee within the payment term specified on the invoice. In case of exceeding this payment term, our company is entitled to charge the lessee for the incurred collection costs plus statutory interest.

### Support Services

33. If it has been agreed that EQS Pro-Rent is responsible for support services, including the setup, dismantling, connection, programming, and/or operation of the equipment, the lessee must make all necessary or desirable preparations and provisions deemed necessary or desirable by our company so that EQS Pro-Rent can set up and connect the equipment in its usual manner. To the extent that the preparations and provisions deviate from what is customary, our company will inform the lessee of this in advance.

### Power Supply

34. The lessee is obliged to provide suitable power supplies for the correct and safe operation of the equipment. These supplies must comply with applicable (legal) standards. If EQS Pro-Rent has specified a minimum power and type of connection(s) in advance, the provisions must comply with this specification.

### Malfunction Reports

35. In case of malfunction of the rented equipment, you can contact Michiel De Loose or Wouter De Loose of our company. This can be done outside office hours via the respective phone numbers: 0476 80 46 92 and 0487 76 28 74.
36. Our responsible persons will try to solve the problem together with the customer through telephone support. If necessary, further support on-site or the delivery of replacement equipment can be decided in consultation with the customer. If the malfunction is due to the improper functioning of the materials provided by the Lessor, no costs will be charged for this.
37. If the malfunction is caused by third-party equipment or results from overvoltage or improper use, additional costs will be charged.
38. A malfunction that is not immediately reported by the lessee to our service department can never lead to compensation or crediting of rental amounts to the lessee.

### Theft, Loss, and Damage

39. In case of theft, loss, or damage to the equipment, the lessee must immediately report this to EQS Pro-Rent with a detailed written report. In case of theft or vandalism damage, the lessee must also immediately report this to the police in the place where the theft occurred or where the vandalism damage was inflicted and provide a copy of the police report to the Lessor.



#### Insurance

40. As long as the lessee has the rented items in their possession, the lessee is liable for all damage resulting from loss, theft, or damage to the rented items. Therefore, the lessee must ensure sufficient insurance against these risks. If desired, you can request the insured value from our rental advisors.
41. As long as and to the extent that the rented materials are under the supervision and guidance of employees of EQS Pro-Rent, these materials are insured by our company against the usual risks. During the production period (which is the entire period the materials are at the event location; from the start of setup to the end of dismantling), the lessee must ensure adequate security measures against fire, (extreme) weather conditions, vandalism, and theft. These security measures will consist of at least adequate permanent (night) surveillance and/or a properly secured building.
42. The lessee remains at all times and without exception, even if the materials are under the supervision and guidance of employees of EQS Pro-Rent, liable for all damage resulting from loss, theft, or other damage if and to the extent that this is not covered by our insurance.
43. The lessee is fully responsible for all risks related to the equipment throughout the rental period.
44. The lessee is obliged to take out appropriate insurance at their own expense that covers the equipment against all possible risks, including but not limited to:
  - Damage,
  - Theft,
  - Loss,
  - Fire,
  - Water damage,
  - Any other damage incidents.
45. The lessee must provide proof of insurance (insurance certificate) before the start of the rental period, clearly indicating that the equipment is fully insured as described above.
46. The lessor does not provide coverage for any damage, loss, or theft of the equipment during the rental period.
47. If the lessor incurs damage due to events falling under the lessee's responsibility, the lessor reserves the right to recover all costs from the lessee.
48. If the equipment is exposed to an increased risk of damage or loss, the lessee must notify the lessor in advance and obtain written permission for such use.
49. In case of damage, loss, or theft, the lessee must immediately inform the lessor and take all necessary measures as required by the lessee's insurance.
50. Any deductibles arising from the lessee's insurance are entirely the responsibility of the lessee.
51. The lessor is entitled to recover all costs of repair, replacement, or damage to the equipment not covered by the lessee's insurance from the lessee.

#### Cancellation

52. Cancellation by the lessee of a confirmed reservation or a preliminary approved quotation can only be done in writing with acknowledgment of receipt. In such a case, EQS Pro-Rent is entitled to charge a cancellation fee, the amount of which is determined by the period between the receipt of the cancellation and the start of the rental period.
53. If this period is 6 working days or longer, the cancellation fee is 50% of the total quotation amount.
54. If this period is 5 working days or shorter, the cancellation fee is 90% of the total quotation amount.
55. If the actual costs incurred are higher than the cancellation fee, these will be charged.

#### Liability

56. EQS Pro-Rent is insured for legal liability, for damage to property, and personal injury. Our company is not liable for (financial) damage resulting from the improper, untimely, or unexpected functioning of its equipment or its employees. If compensation or reimbursement is agreed upon in any case, it is always limited to the rental amount agreed upon for the relevant delivery, as specified in the quotation.

#### Intellectual Property

57. All presented creative and technical ideas, concepts, and interpretations remain the property of our company at all times. Therefore, copyright applies to all drawings, visual presentations, and descriptions provided by our company, and it is not permitted to use, reproduce, modify, or provide them to third parties without the written permission of the Lessor.

#### Arbitration

58. **Any dispute will be resolved by the Arbitration Tribunal designated by the Institute for Arbitration ([www.euro-arbitration.org](http://www.euro-arbitration.org)), according to the SDR (Standard Dispute Rules) arbitration regulations. This provision supersedes all conflicting jurisdiction clauses. This agreement is governed by Belgian law.**