

### **Algemene Voorwaarden BVBA VUYLSTEKE TRANSPORT**

Het voorliggende document maakt de algemene voorwaarden van de BVBA VUYLSTEKE TRANSPORT uit, en is onlosmakelijk verbonden aan eender welke overeenkomst die door de BVBA VUYLSTEKE TRANSPORT wordt of werd aangegaan.

Deze voorwaarden worden aan de nieuwe opdrachtgever overgemaakt bij de eerste samenwerking tussen de BVBA VUYLSTEKE TRANSPORT en deze nieuwe opdrachtgever, en worden aan alle bestaande opdrachtgevers bezorgd bij een wijziging van deze algemene voorwaarden.

Mogen wij u verzoeken om, in het kader van de door u bestelde diensten, deze bundel door te nemen, en deze te ondertekenen.

Deze voorwaarden dienen op elke bladzijde (desgevallend de voorkant en de ommezijde) geparafeerd te worden.

Op de laatste bladzijde dienen de gevraagde gegevens aangevuld te worden, en dient de volledige handtekening aangebracht te worden.

Voor zover u voor eender welke reden niet akkoord kan gaan met deze voorliggende voorwaarden, dan verzoeken wij u om ons hiervan schriftelijk in kennis te stellen, uiterlijk 2 dagen voor het ten uitvoer brengen van de bestelde diensten.

Voor zover u voor eender welke reden niet akkoord kan gaan met deze voorliggende voorwaarden, behoudt de BVBA VUYLSTEKE TRANSPORT zich het recht voor om, zonder enige vorm van schadevergoeding, de bestelde diensten te annuleren.

Voor zover de BVBA VUYLSTEKE TRANSPORT het voorliggende document niet uiterlijk 2 dagen voor het ten uitvoer brengen van de bestelde diensten heeft mogen ontvangen en voor zover u de BVBA VUYLSTEKE TRANSPORT uiterlijk 2 dagen voor het ten uitvoer brengen van de bestelde diensten niet schriftelijk heeft verwittigd dat u niet akkoord kan gaan met deze voorwaarden, én de BVBA VUYLSTEKE TRANSPORT beslist om, voor gelijk welke reden, de diensten alsnog te leveren, dan zullen deze beheerst worden door deze algemene voorwaarden.

De BVBA VUYLSTEKE TRANSPORT dankt u voor het in haar gestelde vertrouwen, en kijkt uit naar de verdere samenwerking.

**NL:**

Deze algemene voorwaarden zijn tevens beschikbaar in het Frans en Engels.

Voor zover u deze algemene voorwaarden in de verkeerde taal heeft ontvangen dient u de BVBA VUYLSTEKE TRANSPORT hier onverwijld van te verwittigen, waarna de correcte, dan wel de gewenste, versie u wordt overgemaakt.

Voor zover van deze mogelijkheid gebruikt wordt gemaakt, doet deze op geen enkele wijze afbreuk aan de termijnen die in deze algemene voorwaarden voorzien zijn.

**EN:**

These general terms and conditions are also available in Dutch and French.

Should you have received them in the wrong language, please immediately inform BVBA VUYLSTEKE TRANSPORT, and you will receive the correct or desired version.

If you make use of this possibility, the delivery of another version of these general terms and conditions do not affect the terms thereof.

**FR:**

Les présentes conditions générales sont également disponibles en langue néerlandaise, et anglaise.

Si vous avez reçu les présentes conditions générales dans une langue incorrecte, nous vous prions d'en avertir la VUYLSTEKE TRANSPORT SPRL sur-le-champ, après quoi la version correcte ou souhaitée vous sera transmise.

Dans la mesure où vous profitez de cette possibilité, cela ne portera aucunement préjudice aux délais prévus dans les présentes conditions générales.

## **TITLE I: GENERAL CLAUSES**

**1.** The general conditions of contract will govern all business relations between BVBA VUYLSTEKE TRANSPORT and their contractual parties, irrespective whether the other party to the contract be a trader or private individual. Unless explicitly agreed otherwise by BVBA VUYLSTEKE TRANSPORT, these conditions shall prevail over all the contracting parties' other possible terms and conditions.

The general conditions of BVBA VUYLSTEKE TRANSPORT can be consulted on her website ([www.vuylsteketransport.be/generalconditions](http://www.vuylsteketransport.be/generalconditions)) and will be communicated on first request.

The principal/client of BVBA VUYLSTEKE TRANSPORT recognizes to have knowledge of these general conditions and to accept them.

**2.** One or more parts of these general conditions may apply, depending on the actual services ordered by the principal.

Section I applies in all cases.

Section II applies when BVBA VUYLSTEKE TRANSPORT acts towards her principal as a haulier. BVBA VUYLSTEKE TRANSPORT will be considered as a haulier in so far BVBA VUYLSTEKE TRANSPORT has committed herself to perform the transport.

Section III applies where BVBA VUYLSTEKE TRANSPORT takes custody of goods, whether before or after shipment, irrespective of the mode of transport.

Section IV applies when BVBA VUYLSTEKE TRANSPORT acts as towing service.

Section V applies when BVBA VUYLSTEKE TRANSPORT acts as lessor of goods.

In case several Parts are applicable simultaneously to the assignment being performed by BVBA VUYLSTEKE TRANSPORT, and in case several articles govern the same subject, the article which is the most advantageous to BVBA VUYLSTEKE TRANSPORT will apply.

**3.** BVBA VUYLSTEKE TRANSPORT may exercise a right of lien and/or seizure on all materials and/or merchandise they dispatch, transport or store, or otherwise have in their custody, up to the value of all sums of money owed or falling due by the principal to BVBA VUYLSTEKE TRANSPORT, however brought about.

Those rights extend to capital, interest, prejudice and any costs incurred.

Where such rights have been exercised and merchandise is released by BVBA VUYLSTEKE TRANSPORT but has not been collected by the other party to the contract, or where no supplementary agreement has been reached in this regard, within 90 days after the release, BVBA VUYLSTEKE TRANSPORT shall be entitled to sell that merchandise at any possible way. Where the sums of money are still owing and are not under dispute, those rights shall persist until such time as BVBA VUYLSTEKE TRANSPORT has been paid in full, or until the party to the contract has provided securities for the full amount of the sum owing.

Where an entitlement is under dispute, or cannot be calculated precisely, those rights shall persist until such time as the contract party has provided securities to the full amount of the sums claimed by BVBA VUYLSTEKE TRANSPORT, and the other party to the contract has undertaken to pay the sums claimed once these are established.

**4.** In spite of any insolvency, any transfer of claims, any form of attachment or any concurrence, BVBA VUYLSTEKE TRANSPORT shall be entitled to apply set-offs and/or debt novation with regard to the obligations of BVBA VUYLSTEKE TRANSPORT vis-à-vis its creditors and/or contracting parties, or the obligations of the latter vis-à-vis VUYLSTEKE TRANSPORT BVBA.

This right is not affected in any manner by notification and/or service of a notice of insolvency, transfer of claim, any form of attachment or any concurrence.

Pursuant to article 14 of the Act of 15.12.2004 on financial securities, article 1295 of the Belgian Civil Code is declared not applicable to the extent required.

The obligations mentioned in the first paragraph include any obligation and any liability between the parties, whether or not on a contractual basis, whether a pecuniary or any other obligation, including, but not limited to, payment and delivery obligations, any debt, any obligation arising from a guarantee, any obligation to provide or keep a security and any other obligation or requirement.

If a contracting party of BVBA VUYLSTEKE TRANSPORT wishes to call upon an agent, they undertake to inform this agent of the existence of this right of set-off and/or debt novation. The contracting party undertakes to indemnify BVBA VUYLSTEKE TRANSPORT against any claim of the agent called upon that is related to set-off and/or debt novation.

**5.** Should confidence in the contract party's creditworthiness be cast into doubt by legal action being taken against the party to the contract and/or any other event that can be shown to call confidence in that contract party's ability to fulfil the commitments made into question and/or render these impossible, BVBA VUYLSTEKE TRANSPORT reserves the right to suspend the contract, in full or in part, even after it has been performed in part, in order to obtain adequate securities from the other party to the contract.

Should the contract party refuse to comply, BVBA VUYLSTEKE TRANSPORT shall be entitled to cancel that assignment, in part or in full.

This will apply regardless of any entitlement to compensation and interest towards BVBA VUYLSTEKE TRANSPORT.

A case of compromised confidence will exist if the contract party invokes the Law of 30 January 2009 relating to companies that continue trading where the party to the contract applies for bankruptcy, or is declared insolvent.

All monies outstanding at the time of bankruptcy shall become payable immediately, and clause 4 of this section may be applied.

If BVBA VUYLSTEKE TRANSPORT has made a fiduciary transfer of ownership to the party declared insolvent, or if that party has invoked the law of 30 January 2009 concerning the continuation of trading by companies, that transfer of ownership will cease when so requested by BVBA VUYLSTEKE TRANSPORT, and must be paid for in full. In so doing, clause 4 of this section may be applied.

**6.** Unless explicitly agreed otherwise by the parties in writing, invoices are always payable by the date shown on the invoice, without discount. Should the party to the contract wish to pay a driver/operator directly, this is permissible only if agreed with BVBA VUYLSTEKE TRANSPORT in advance and in writing. An agreement to this effect made directly with the driver/operator will not suffice.

Any losses resulting from exchange-rate fluctuations are to be met by BVBA VUYLSTEKE TRANSPORT's party to the contract.

Payments that are not allocated to any debt by the contract party may be deducted by BVBA VUYLSTEKE TRANSPORT from amounts owed by the client to the carrier.

The contract party renounces all rights to invoke any circumstance whereby they would be entitled to defer their payment obligations in full or in part, and will refrain from any debt offset in relation to sums invoiced to them by BVBA VUYLSTEKE TRANSPORT.

Should BVBA VUYLSTEKE TRANSPORT not receive a payment at the due time, they may charge interest from the invoice payment-due date, without first serving notice of default.

Such interest is charged at the interest rate provided for under article 5 Law of 2 August 2002 relating to payment arrears in business transactions.

In addition, BVBA VUYLSTEKE TRANSPORT will invoice compensation at a rate of 10 % of the amount not paid by the contract party, with a minimum of 125 EUR and a maximum of 2.500 EUR.

If BVBA VUYLSTEKE TRANSPORT has to incur costs in sending payment reminders to the contract party, for example the costs of issuing a final warning, sending a Court Bailiff or lawyer, the party to the contract will be required to settle those expenses in full.

**7.** Should the party to the contract have a query concerning a statement, invoice or any other communication from BVBA VUYLSTEKE TRANSPORT party for any reason, this will be admissible only if the contract party raises the query within 8 days of the date on which the invoice, statement or letter was sent by BVBA VUYLSTEKE TRANSPORT.

**8.** Where the schedule for a business operation is entrusted to BVBA VUYLSTEKE TRANSPORT, instructions will be confirmed to the latter no later than 15.00 hrs the previous day, by e-mail or fax.

If those instructions are not issued till after 15.00 hrs the day before dispatch/transport/storage, BVBA VUYLSTEKE TRANSPORT will in no circumstances be held liable for any consequential damage that may occur.

The principal is required to comply with the provision of adequate details of the operation to be scheduled. Such details include: full identity of the consignee, details of the people concerned with the contract, relevant telephone numbers, correct delivery addresses, and information relevant to parts II, III, IV and V.

If those details appear to be incorrect or incomplete, BVBA VUYLSTEKE TRANSPORT will in no circumstances be held liable for any consequential damage. If BVBA VUYLSTEKE TRANSPORT does suffer damage as a result of incorrect or incomplete details, the principal will be required to compensate this in full.

**9.** In the event of any dispute, the competent courts are the courts of the judicial district of West Flanders c.q. Gent, each time section Kortrijk. Applicable law is always the law of Belgium.

## **Title V: LEASE OF EQUIPMENT**

**1.** The legal relationship with BVBA VUYLSTEKE TRANSPORT is governed by the lease conditions described below.

By signing the agreement, the parties unconditionally accept the present terms and conditions, to the exclusion of any other terms and conditions.

The signatory is jointly and severally responsible for the fulfilment of the obligations of the lessee in whose name he declares to act.

**2.** The lessee must be in the possession of a driving licence that is valid in the country in which the lease agreement is concluded, as well as in all other countries where the vehicle will be used.

The driving licence must have been issued by the competent authorities at the latest 12 months before the start of the lease.

In addition to the normal driving licence, an international driving licence is obligatory if the normal driving licence is issued in a language other than the language of the country where the lessor is established or is written in characters that are illegible in the country where the lessor is established. The international driving licence is only valid if it is accompanied by the normal driving licence.

The lessee must be in the possession of a valid identity card or passport.

The lessee must be in the possession of a valid credit card, the expiry date of which is not earlier than the end date of the lease contract.

**3.** The lease only takes effect after the contract, containing a description of the condition of the leased equipment as assessed by both parties, will have been signed, after the rent will have been paid and after a rental guarantee will have been provided.

The lease will only be terminated at the moment on which the leased equipment is actually delivered to BVBA VUYLSTEKE TRANSPORT.

For each uncompleted 24-hour period a full extra day will be charged without tacit renewal of the contract.

If the leased equipment is delivered to BVBA VUYLSTEKE TRANSPORT before the planned end date of the contract, the rent for the entire agreed period will be payable and the lessee will not be entitled to any refund.

The leased equipment must be returned to BVBA VUYLSTEKE TRANSPORT at a location indicated by the latter, during normal opening hours.

For the lease of a vehicle the lessee must inform BVBA VUYLSTEKE if the vehicle will be used outside the national territory during the term of the lease.

The following countries are accepted by BVBA VUYLSTEKE TRANSPORT: countries of the European Union.

If the leased equipment is left/delivered at the location indicated outside business hours, even with the consent of BVBA VUYLSTEKE TRANSPORT, or if the leased equipment is left/delivered at another location, even with the consent of BVBA VUYLSTEKE TRANSPORT, the lessee will remain responsible for the leased equipment until BVBA VUYLSTEKE TRANSPORT actually takes receipt of the equipment.

If the lessee wants to extend the lease contract, he must contact BVBA VUYLSTEKE TRANSPORT before the expiry of the initial contract in order to arrange the extension.

In any case, the parties cannot invoke a tacit extension of the lease.

Late return of the leased equipment will be regarded by BVBA VUYLSTEKE TRANSPORT as fraud, deceit and abuse of trust.

In case of late return of the equipment, a fixed and irreducible compensation for loss of profit and administration expenses of 150 EURO (exclusive of VAT) will be payable to BVBA VUYLSTEKE TRANSPORT as from the fifth hour.

For the collection of leased equipment abandoned for any reason without the written consent of BVBA VUYLSTEKE TRANSPORT, a compensation of 1.5 EURO/km (exclusive of VAT), with a minimum of 300 EURO (exclusive of VAT) will be charged to the lessee.

If the leased equipment is not returned upon termination of the lease, BVBA VUYLSTEKE TRANSPORT is entitled to take possession of this equipment wherever it is located, at the expense of the lessee; for that purpose the lessee explicitly authorises the representative of BVBA VUYLSTEKE TRANSPORT to have access to the buildings and premises used by the lessee.

In case of theft of the leased equipment this contract is deemed to be effective until the lessee presents BVBA VUYLSTEKE TRANSPORT with a certificate proving that the theft was reported to the competent police force.

In case of bankruptcy, liquidation, either by court order or otherwise, or apparent insolvency of the lessee, BVBA VUYLSTEKE TRANSPORT is entitled to regard the lease as dissolved automatically and without prior notice of default; in that case the rent will be calculated until that date.

In case of use of the leased equipment in violation of the present lease, BVBA VUYLSTEKE TRANSPORT is also entitled to regard the lease as dissolved automatically and without prior notice of default, with payment by the title holder of a fixed and irreducible compensation equalling 10 days' rent, after settlement of the rent until the date of the dissolution.

Should the lessee cancel the lease before the start of the agreed lease period, an administrative cost of 50 EUR will be charged.

**4. BVBA VUYLSTEKE TRANSPORT** guarantees that the leased equipment is fit for leasing upon commencement of the lease period and that the leased vehicle is roadworthy.

The lessee acknowledges having received the leased equipment in the condition described in the joint assessment, entirely cleaned and with the statutory safety equipment. When the leased equipment is returned, its condition will again be described in the presence of both parties. Any costs resulting from the repair of the leased equipment to the condition it was in upon commencement of the lease, including the addition of fuel up to the initial level, will be charged to the lessee.

If the leased equipment is left behind outside the business hours of BVBA VUYLSTEKE TRANSPORT, either or not with the latter's consent, and/or if the lessee returns the leased equipment in such a dirty state, on the outside and/or on the inside, that a detailed assessment of the condition of the leased property is not immediately possible, or if the lessee does not want to wait for a joint assessment, it is impossible to draw up a joint assessment at the moment on which the leased equipment is returned and/or left behind.

In these cases BVBA VUYLSTEKE TRANSPORT will, at the moment on which they actually retake possession of the leased equipment and/or at the moment on which the leased equipment has been properly cleaned, make an assessment of the condition of the vehicle. If it is found that the leased equipment has suffered additional damage and/or that the leased equipment is dirty and must be cleaned or that the vehicle contains less fuel upon its return than upon its departure, they will inform the lessee by registered letter, containing a calculation of the compensation payable on account of these findings.

If the lessee does not agree with the compensation claimed and/or with the assessment made by BVBA VUYLSTEKE TRANSPORT, they must inform BVBA VUYLSTEKE TRANSPORT within 3 working days after receipt of the registered letter sent by the latter.

In the absence of any objection within the above-mentioned period of time, the lessee is irrevocably deemed to agree.

In case objections are raised in time, the file will be submitted as soon as possible to an expert designated by mutual agreement, who will take a final decision against which no appeal is possible with respect to the damage observed and the appropriate compensation to be paid.

The cost of this expert's assessment will be charged to the unsuccessful party or will be distributed between the parties in the proportion determined by the expert.

The expert will base his decision on any joint assessments made and on photographs taken by BVBA VUYLSTEKE TRANSPORT or their representative, if available.

The lessee explicitly acknowledges having received the leased equipment in good working order.

If this is not the case, they have the possibility to report any malfunctions to BVBA VUYLSTEKE TRANSPORT during a period of 4 working hours after having taken receipt of the leased equipment.

Any mechanical damage to the leased equipment which is caused by its use and/or any mechanical damage which increased substantially as a result of the use of the leased equipment by the lessee will be charged entirely to the latter.

If the vehicle is found to have suffered mechanical damage and if BVBA VUYLSTEKE TRANSPORT comes to the conclusion, with absolute certainty, that this damage was caused by the lessee as a result of improper use of the vehicle, the latter will be informed by registered letter.

In that case the lessee has 3 working days after delivery of the registered letter to formulate their objections – also by registered letter – and to apply for an expert's assessment; in the absence of a reaction from the lessee, the latter will irrevocably be deemed responsible for the additional damage.

**5.** BVBA VUYLSTEKE TRANSPORT is entitled to demand from the lessee that the latter block an amount in their bank account after having signed the lease.

This amount will be mentioned in the lease contract and will be calculated on the basis of the planned lease period.

The rental guarantee will be covered by a credit card or any other payment method accepted by BVBA VUYLSTEKE TRANSPORT.

The lessee explicitly authorises BVBA VUYLSTEKE TRANSPORT to collect all amounts due via this credit card or via other accepted methods of payment, in accordance with the provisions of the general terms and conditions and/or any specific provisions of the lease, such as: the damage, the extra mileage, the extra rental days, the fuel surcharge, if any, the excess amounts.

If the lessee meets all obligations and the amounts due are paid, BVBA VUYLSTEKE TRANSPORT will refund the amount of the rental guarantee to the lessee at the end of the lease period and undertakes not to claim any guarantee other than the guarantee provided in cash.

**6.** The lessee is responsible for any violation of the contractual provisions, the applicable laws and the traffic regulations during the lease period.

BVBA VUYLSTEKE TRANSPORT is authorised to provide the police forces with the lessee's personal data at their request.

However, this will be done within the legal context of privacy and protection of personal data. The equipment is leased for the purpose of normal use only; it is forbidden to overload vehicles or to exceed the load capacity.

In case of a lease with unlimited mileage, the term "unlimited" refers to normal use, or in any case less than 500 km/day and less than 10,000 km/month.

If these maximum mileages are exceeded, an additional fee of € 0.5/km (exclusive of VAT) will be payable, unless BVBA VUYLSTEKE TRANSPORT provides proof of additional damage.

The leased equipment can only be used, under the responsibility of the lessee, with strict observance of the applicable legal provisions and regulations.

The lessee is not allowed:

a. to use the leased equipment to push or tow any other object;



- b. to use the leased equipment for illegal activities;
- c. to have the leased equipment used by a driver not mentioned as such in the contract;
- d. to sublease the leased equipment;
- e. to use the leased equipment for speed tests or races;
- f. to use the leased equipment for the transport of goods against payment, except in the case of company cars;
- g. to use the leased equipment for courier services or the transport of persons against payment or equivalent transport of persons;
- h. to use the leased equipment with a roof box, roof rack or other equipment, unless provided by BVBA VUYLSTEKE TRANSPORT;
- i. to use the leased equipment for the transport of heavy objects, inflammable and hazardous products or products making stains;
- j. to use the leased equipment for rental or educational purposes
- k. to use the leased equipment for the transport of any goods that may cause damage to the equipment due to their smell or condition or that may cause a loss of time or money for BVBA VUYLSTEKE TRANSPORT, so that the vehicle is not fit to be leased again immediately after its return;
- l. to use the leased equipment in countries not indicated on the insurance card and in the countries explicitly excluded on the front page of this contract, without prejudice to the provisions of paragraph 1 of this article.

Any violation of one of the above provisions entitles BVBA VUYLSTEKE TRANSPORT to terminate the contract automatically and without prior notice of default at the expense of the lessee, whereby the latter cannot claim the refund of the rent not used, unless he can provide proof of more substantial damage.

The lessee has the exclusive right of disposal of the leased equipment during the lease period and is therefore fully responsible for the equipment.

The fall protection equipment (safety harness) for elevated platforms must be provided by the lessee.

**7.** All costs of normal maintenance and repair are to be paid by BVBA VUYLSTEKE TRANSPORT, whereas all costs resulting from negligence on the part of the lessee (e.g. damage to the engine due to a lack of motor oil or coolant, the use of the wrong fuel, damage caused by overload, etc.) are to be paid by the lessee.

The lessee is not authorised to have repairs of any kind made to the vehicle without the consent of BVBA VUYLSTEKE TRANSPORT.

The lessee has the obligation to perform the prescribed daily checks of the fluid levels with due diligence and to immediately contact BVBA VUYLSTEKE TRANSPORT and no longer use the vehicle when the due date for maintenance is reached.

The relevant instructions for each vehicle can be found in the documents stored in the glove compartment.

**8.** Within the context of this lease, the lessee owes BVBA VUYLSTEKE TRANSPORT the following amounts:

- fuel consumption, if any, costs of cleaning in case of extremely dirty state of the vehicle, repair of additional damage, if any, as well as the consequences of theft up to the amount for which the lessee is liable according to the contract, and all costs resulting from the late return and/or the improper use of the vehicle;
- all costs, including judicial and administrative costs, incurred by BVBA VUYLSTEKE TRANSPORT within the framework of the collection of any amounts not paid on the due date by the lessee;
- all costs resulting from the lessee's use of the vehicle, including the costs of towing after an accident caused by the driver of the leased vehicle. For each ticket and/or

fine received by BVBA VUYLSTEKE TRANSPORT for the period during which the vehicle is in the possession of the lessee, a handling fee of € 25 (exclusive of VAT) will be payable by the latter. For that purpose a letter and/or reminder will be sent by BVBA VUYLSTEKE TRANSPORT. With respect to the parking tickets sent to BVBA VUYLSTEKE TRANSPORT, they will be paid upon receipt of the first notification by BVBA VUYLSTEKE TRANSPORT in order to limit the costs for the lessee. BVBA VUYLSTEKE TRANSPORT will then charge the amounts paid to the lessee, without prejudice to the above-mentioned handling cost of € 25 (exclusive of VAT).

- the costs for the collection of the vehicle, as stated above in article 3;

**9.** The persons entitled to drive the vehicle according to the contract are covered by a third-party liability insurance during the term of the lease, in accordance with Belgian legislation (excess amount of 150 EURO for damage caused to the other party).

All costs relating to any recourse taken by the insurer are at the expense of the lessee.

The insurance does not cover any damage to property of the driver.

The lessee is always liable for damage to the vehicle, however caused, with the exception of damage caused by an identifiable third party.

Damage to and theft of a leased vehicle are covered by an all-risk insurance with an excess of 500 EURO (1000 EURO for persons under the age of 23).

In case of an accident abroad caused by the lessee, the costs of repatriation are at the expense of the lessee, unless otherwise agreed. If the lessee is in any way to blame for the accident, the lease will be deemed to remain in effect until the moment on which the vehicle is once again at the disposal of BVBA VUYLSTEKE TRANSPORT.

The validity of the civil liability insurance and the restrictions of liability for damage and theft are strictly limited to the lease period. Beyond this period the lessee will be fully responsible for all damage to the vehicle and for any physical injuries.

Any mechanical damage to the vehicle which is caused by its use and/or any mechanical damage to the vehicle which increased substantially as a result of the use of the vehicle by the lessee will be charged entirely to the latter, inclusive of any additional costs of towing, breakdown assistance or similar services.

**10.** The Lessee has the obligation to report any accident, theft and attempted theft immediately to the competent police force and inform BVBA VUYLSTEKE TRANSPORT within 24 hours.

The report to BVBA VUYLSTEKE TRANSPORT must contain the circumstances, date, place and time of the incident, the address of the other party, if any, the police report number and the data of the police officers who drew up the report.

The lessee is not allowed to assume any responsibility on behalf of BVBA VUYLSTEKE TRANSPORT.

If the lessee does not return the leased equipment at the latest 14 calendar days after the contractual end date of the lease, the leased equipment will be regarded as having been stolen by the lessee, except in the cases where the lessee is not responsible for the fact that the leased equipment has not been returned and provided that BVBA VUYLSTEKE TRANSPORT has been duly informed.

In that case the lessee will have the obligation to pay BVBA VUYLSTEKE TRANSPORT not only the rent until that date and the administrative costs referred to in article 2, but also the value of the leased equipment.

If the lessee is involved in an accident also involving third parties and fails to present either an accident statement duly completed and signed by all parties involved in the accident or a report of the competent police force, the lessee will have the obligation to pay not only the excess amount of the third-party liability insurance referred to in article 8 *in fine* of these terms

and conditions, but also a compensation for additional administrative expenses amounting to € 250 (exclusive of VAT), without prejudice to the judicial expenses, if any.

Should BVBA VUYLSTEKE TRANSPORT have doubts, in the absence of the above-mentioned accident statement or police report, regarding the fact whether or not third parties were involved in the accident, they are entitled to request a sworn statement from the lessee. If no such sworn statement is made, the incident will be treated as an accident in which no third parties were involved.

The lessee will in any case be fully responsible for all damage caused to the vehicle if he provided incorrect information at the moment on which the lease was entered into.

The lessee is fully responsible for any violations and offences committed by him during the lease period. In such cases he will make a statement to the competent authorities, declaring that he is not using the vehicle on behalf of BVBA VUYLSTEKE TRANSPORT. He explicitly indemnifies BVBA VUYLSTEKE TRANSPORT in this respect. If necessary, the lessee undertakes to inform all relevant third parties of the right of ownership of BVBA VUYLSTEKE TRANSPORT with respect to the vehicle.

**11.** All prices stated are subject to change without prior notice and are exclusive of VAT (unless stated otherwise).

**12.** The invalidity or unenforceability of one of the provisions will not affect the present terms and conditions.