

# ICT~Office Terms and Conditions

## Module 12 Renting out ICT, telecommunication and office equipment

*The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.*

### **1. Applicability**

- 1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier rents out ICT, telecommunication and/or office equipment to the Client.
- 1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

### **2. The hiring and renting out of ICT, telecommunication and office equipment**

- 2.1 The Supplier shall rent out the ICT, telecommunication or office equipment specified in the agreement to the Client together with the accompanying user documentation, hereinafter referred to as 'the equipment'.
- 2.2 Except where agreed otherwise in writing, the renting out of the equipment shall not include the provision of software and consumer items required in order to use the equipment. Consumer items shall include batteries, stamps, ink (cartridges), toner products, cables and accessories.
- 2.3 If, contrary to Article 2.2, the Client is also provided with software that is required in order to use the equipment, the Supplier may require the Client to enter into a separate (licence) agreement for this purpose. The Supplier may also require the Client to enter into a separate purchase agreement in respect of the sale of consumer items, where applicable.

### **3. Prior inspection**

- 3.1 Even if the agreement between the parties does not incorporate a provision to this effect, the Supplier shall be entitled to draw up a description of the condition of the equipment in the Client's presence by way of prior inspection before or on providing the equipment, stating any defects identified. The Supplier may require the Client to sign the report drawn up by the Supplier containing this description of the state of the equipment for approval before the

Supplier makes the equipment available to the Client for use. Except where agreed otherwise between the parties, the Supplier shall be responsible for any defects identified in relation to the condition of the equipment. If any defects are identified, the Supplier and the Client shall reach agreements with regard to how and when the defects specified in the report will be rectified. If the parties have agreed that the Client will rectify the defects or arrange for this to be carried out, the repair work shall be carried out properly and to the satisfaction of the Supplier.

- 3.2 If the Client, for any reason whatsoever, does not lend sufficient cooperation to the prior inspection as referred to in the previous subclause, the Supplier shall be entitled to conduct this inspection in the Client's absence and to draw up the aforementioned report itself. This report shall have a binding effect on the Client.
- 3.3 If no prior inspection is carried out, the Client shall be deemed to have received the equipment in good condition.

### **4. Term of the rental**

- 4.1 The rental agreement shall be entered into for the term agreed between the parties. If no term has been agreed, a term of one year shall apply. The rental agreement shall commence on the day on which the Client is provided with the equipment. The term of the rental agreement shall be extended automatically by the term of the original period each time, unless the Client or the Supplier terminates the agreement in writing with due observance of a notice period of three months prior to the end of the period in question.
- 4.2 A rental agreement that has been entered into for a fixed term shall terminate on its expiry. The Supplier and the Client shall not be required to issue notice of termination in this case.

### **5. Use of the equipment**

- 5.1 The Client shall in all cases use the equipment to the exclusion of third parties and in accordance with the intended purpose pursuant to the rental agreement. The Client shall be obliged to only use the equipment within and on

- behalf of its own organisation or company. Use of the equipment by or on behalf of third parties shall not be permitted. The right to use the equipment is not transferable. The Client shall not be permitted to sublet the equipment to any third party or to allow any third party to use or jointly use the equipment in any other way or form.
- 5.2 The equipment shall only be used at the location agreed between the parties, where applicable. The Client shall itself install, set up and make the equipment ready for use.
  - 5.3 The Client shall not be permitted to use the equipment or any part thereof as security or collateral, in any way whatsoever, vis-à-vis any third party, or to dispose of the equipment in any other way.
  - 5.4 The Client shall use the equipment with due care and shall keep the equipment in its custody. The Client shall take timely and effective measures to prevent damage to the equipment. The Client shall notify the Supplier immediately in writing of any damage to the equipment. The Client shall be fully liable for damage to the equipment vis-à-vis the Supplier and any third parties affected by the damage.
- 6. Changes to the state of the equipment**
- 6.1 The Client shall not be permitted to modify the equipment in full or in part or to add anything to the equipment without the Supplier's prior written consent. The Supplier shall at all times be entitled to refuse its consent or to attach conditions to its consent, including conditions in relation to the method and quality of implementation of the modifications and additions required by the Client. The Supplier shall also be entitled to impose an obligation on the Client or to increase the rent on issuing its consent.
  - 6.2 Except where agreed otherwise, the parties accept that any modifications and additions made shall not form part of the rented equipment.
  - 6.3 The Client must undo or remove any modifications or additions made to the equipment no later than before or on termination of the rental agreement, except where agreed otherwise between the parties.
  - 6.4 The parties shall accept that defects in respect of the modifications and additions made to the equipment by or on behalf of the Client and all defects in the equipment arising from these modifications or additions shall not constitute defects within the meaning of Article 7:204 of the Dutch Civil Code [Burgerlijk Wetboek]. The Client shall not enjoy any right vis-à-vis the Supplier in respect of such defects. The Supplier shall not be obliged to rectify or perform maintenance work in respect of such defects.
- 6.5 The Client shall be liable vis-à-vis the Supplier in respect of defects in the equipment that are related to the modifications and additions made by the Client.
  - 6.6 The Client shall not be entitled to any compensation, for whatever reason, in connection with any modifications or additions to the rented equipment made by the Client that have not been undone or removed on or following termination of the rental agreement for any reason whatsoever.
- 7. Rental price**
- 7.1 Except where agreed otherwise in writing, the rental price agreed between the parties shall be due on commencement of the rental agreement or, in the case of periodically due rental instalments, on commencement of a rental period.
  - 7.2 Except where agreed otherwise in writing, the rental price shall not include a fee in respect of the provision of software and/or consumer items.
  - 7.3 The Client shall pay the rental price due to the Supplier in advance before or no later than on the first day of the rental agreement or, in the case of periodic rental instalments, on commencement of a rental period.
- 8. Maintenance of the equipment**
- 8.1 The Client shall not carry out maintenance work on the equipment itself or arrange for this to be carried out by a third party.
  - 8.2 The Client shall notify the Supplier immediately of any defects that it identifies in the equipment.
  - 8.3 The Supplier shall make every effort to rectify any defects in the equipment that it is responsible for within a reasonable period of time by way of corrective maintenance. The Supplier shall also be entitled, but not obliged, to carry out preventive maintenance on the equipment. Upon request, the Client shall provide the Supplier with the opportunity to carry out corrective and/or preventive maintenance. The Client and Supplier shall consult one another to discuss the days and times at which maintenance work will be carried out. The Client shall not be entitled to receive replacement equipment during the period in which the maintenance work is being carried out.
  - 8.4 The following shall be excluded from the obligation to rectify defects as referred to in the previous article:
    - the rectification of defects that the Client accepted on entering into the rental agreement
    - the rectification of defects resulting from external causes
    - the rectification of defects that can be attributed to the Client, its employees and/or third parties engaged by the Client



- the rectification of defects resulting from incorrect, negligent or improper use of the equipment or use contrary to the documentation
  - the rectification of defects resulting from use of the equipment contrary to the intended use
  - the rectification of defects resulting from modifications or additions to the equipment made by or on behalf of the Client.
- 8.5 If the Supplier rectifies the defects referred to in the previous article or arranges for this to be carried out, the Supplier shall invoice the Client for the associated costs in accordance with the Supplier's standard rates.
- 8.6 The Supplier shall at all times be entitled to decide not to rectify defects and to replace the equipment with other, similar, but not necessarily identical equipment.
- 8.7 Under no circumstances shall the Supplier be obliged to recover scrambled or lost data.

### **9. Final inspection and return**

- 9.1 The Client shall return the equipment to the Supplier in its original state at the end of the rental agreement. The transport costs associated with the return of the equipment shall be borne by the Client.
- 9.2 At the Supplier's request, the Client shall lend its full cooperation to a joint final inspection of the condition of the equipment before or no later than on the last working day of the term of the rental agreement. A report of the findings made during the final inspection shall be jointly drawn up and signed by the parties.
- 9.3 If the Client, for any reason whatsoever, does not lend sufficient cooperation to the final inspection as referred to in the previous subclause, the Supplier shall be entitled to conduct this inspection in the Client's absence and to draw up the aforementioned report itself. This report shall have a binding effect on the Client.
- 9.4 The Supplier shall be entitled to rectify any defects identified in the final inspection report as referred to in the previous two articles, and that are at the risk and expense of the Client, at the expense of the Client or to arrange for such defects to be rectified by a third party. The Client shall also be fully liable for any losses incurred by the Supplier as a result of the temporary unfitness of the equipment for use or for renting out.
- 9.5 If at the end of the rental agreement the Client has failed to undo or remove any modifications or additions made to the equipment by the Client or on its behalf, the parties accept that the Client shall be deemed to have irrefutably relinquished all rights to such modifications and/or additions and shall not be entitled to receive any compensation in respect of these modifications and/or additions.

### **10. Liability**

- 10.1 Without prejudice to the provisions regarding liability in the General module of the general terms and conditions, the Supplier shall under no circumstances be liable for any losses incurred as a result of defects in the equipment of which the Supplier was not aware on entering into the rental agreement, or for losses incurred as a result of defects in the equipment that occurred after the rental agreement was entered into.
- 10.2 The Client shall in all cases be liable vis-à-vis the Supplier for any damage to the equipment that occurs - as a result of any circumstance whatsoever - during the rental period, therefore even if the damage is not attributable to the Client.
- 10.3 The Client shall be liable vis-à-vis the Supplier in all cases in the event of theft, loss or misappropriation of the equipment during the rental period.

### **11. Attachment of the equipment**

- 11.1 The Client shall notify the Supplier in writing immediately of any attachment of the equipment (including any bankruptcy proceedings), accompanied by a detailed description of the identity of the attaching party and the reason for the attachment. The Client shall immediately grant the bailiff levying the attachment access to the rental agreement. The Client shall be liable vis-à-vis the Supplier for all costs and losses incurred as a result of the attachment of the equipment.

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