

LEASE, SALE AND GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all commercial transactions of the private limited company BVBA FlyAway. They at all times apply save as otherwise expressly agreed in writing and take precedence over practices in the sector or in a particular region. Customers and suppliers declare to have taken cognisance of these terms and conditions and accept them. Any derogating terms and conditions of buyers/lessees apply only to the extent that BVBA FlyAway has expressly accepted them in writing.

Any agreement is final only after BVBA FlyAway has explicitly accepted it.

A. LEASE CONDITIONS:

ARTICLE 1. The goods are leased for a period of at least one day or a multiple thereof, save as expressly agreed otherwise. The term of the lease commences on the first day of the lease the moment the goods leave our warehouse. The leased equipment must be returned to the lessor in good condition no later than at 10 a.m. on the day following the last day of the lease unless agreed otherwise.

If the goods are returned late, the lessor has the right to continue to charge the agreed rent until the day on which the leased equipment is returned to the lessor in good condition, in each case increased by 20% compensation.

ARTICLE 2. All equipment has been tested and approved in accordance with Belgian law. The lessor assumes responsibility for any necessary tests at the place where the equipment is used and for obtaining any requisite permits and/or licences. The lessee is solely liable for safekeeping the equipment he has leased. He shall use the equipment with due diligence in accordance with the relevant manuals and he shall return the equipment in good condition at the end of the term of the lease.

The lessee is liable for any loss and damage, including that resulting from force majeure. The lease is an obligation to achieve a result under which the lessee must at all times return the equipment in the condition in which he received it at the start of the lease.

The lessee must take out insurance cover for the equipment he has leased with an insurance company of his choice.

The lessee's liability takes effect the moment the goods leave BVBA FlyAway's warehouse, and the lessee in all cases bears the transport risk.

Any costs of repair are charged at the repair rates normally applicable. In the event of total loss, the lessee must pay the replacement costs of the equipment at value as new at the prices in force at that time.

ARTICLE 3. If the lease is cancelled less than 48 hours before the start of the term of the lease, the agreed rent shall be due in full.

If the lease is cancelled less than one week in advance, 15% of the agreed rent shall be due.

In the event of a breach of a long-term lease (i.e. more than two weeks), compensation for termination of contract shall be charged amounting to 40% of the total rent provided for in the agreement.

Any complaints about the operation of the equipment leased must be brought to the lessor's notice within 24 hours by letter or email.

ARTICLE 4. The lessor's liability is limited to replacing the equipment leased if they were to become unusable due to a technical defect that is not the lessee's fault. BVBA FlyAway can never in any way be held liable for consequential damage of any kind suffered by the lessee as a result of a defect of the equipment leased, and the lessor's liability is at any rate limited to the agreed rent of the equipment exclusive of VAT.

Even if any fault on the part of the lessor could be proven, the lessor's liability is limited to the indemnity that his insurer would pay out, with a maximum of € 250 000.

The lessee shall test the equipment when collecting or taking delivery of the equipment, and by taking delivery the lessee declares to agree with the appearance, application and internal and external condition of the equipment.

ARTICLE 5. All images, catalogues, drawings, technical descriptions and diagrams or specifications which the lessor provides remain the lessor's property and expressly remain subject to his copyright and it is prohibited to copy them in full or in part or make them available to third parties without written consent.

Statements or indications of sizes, properties and other technical data appearing in official lists, catalogues, prospectation, advertisements or quotations are deemed to have been supplied as approximations only.

ARTICLE 6. The lessee may not sublease the goods leased or transfer them in any way.

B. TERMS AND CONDITIONS OF SALE:

ARTICLE 1. Sold goods remain the property of BVBA FlyAway until the purchase price has been paid in full.

If the buyer fails to meet his payment obligations or if there is reasonable fear that he will not meet them, BVBA FlyAway is entitled to take back the goods, even if they are in the hands of third parties, without prejudice to its right to claim compensation for failure to pay or for breach of contract.

Terms of delivery are indicated by approximation and cannot give rise to compensation in the event of late delivery, unless expressly agreed otherwise. Sold goods are always transported and delivered at the buyer's risk.

ARTICLE 2. The seller never provides a guarantee himself but only undertakes to support the manufacturer's guarantee. This guarantee can be invoked only if the purchase price has been paid in full.

BVBA FlyAway is in no case liable for any direct or indirect damage which the buyer suffers as a result of a defect of the goods sold and the seller's liability is at any rate limited to the indemnity his insurer would pay if the seller could be proven to be at fault, with a maximum of € 250 000.

Any complaints about the operation of the equipment purchased shall be submitted in writing to the seller within eight days of delivery. Obvious defects are covered by the buyer's taking delivery.

ARTICLE 3. If a sale is cancelled, the purchaser shall owe compensation amounting to 10% of the purchase price agreed, including VAT.

C. GENERAL TERMS AND CONDITIONS:

ARTICLE 1. All invoices, both for a sale and for a lease, are payable net in cash in euros, except if expressly agreed otherwise in writing.

In the event of failure to pay by the due date, lump-sum compensation shall ipso jure be payable no later than 30 days after the date of the invoice, without the need to serve prior notice of default, amounting to 10% of the amount of the invoice including VAT, with a minimum of € 1250.00, except if BVBA FlyAway can prove having suffered higher damage.

Moreover, 10% conventional interest shall in such case also be due ipso jure.

ARTICLE 2. BVBA FlyAway's commercial transactions are exclusively governed by Belgian law, even if the sale or lease takes place abroad.

In case of any dispute, the courts of Mechelen are exclusively competent, and where appropriate the justice of the peace of the Mechelen legal district.

This applies likewise if BVBA FlyAway is served with a writ of summons or called upon to intervene, as in this regard the present terms and conditions take precedence over the customers' terms and conditions.