

RENTAL AGREEMENT - MAGIS TRADING N.V.

Duration of the rental agreement

The rental agreement ends on the agreed termination date and the agreed termination time. If the renter has not returned the vehicle in accordance with this article, the rental agreement shall end at the time when the vehicle is returned to the rental agency or has been retrieved by the rental agency. In that case, the renter shall owe the usual rental price (€x/day excl. VAT + €0.20/km) for the extra period in which he had the vehicle at his disposal. In that case, the rental company is also entitled to retrieve the vehicle itself, the costs thereof will be for the account of the renter (€ rental price/day excl. VAT + €0.20/km, calculated via Google Maps, fastest route).

State of the vehicle

The renter is deemed to have checked the vehicle for defects immediately upon receipt. If there are any defects, defects or other complaints, the renter must report this immediately to the rental agency.

Obligations of the renter

The renter must collect the vehicle from the rental agency and deliver it to the rental agency clean and undamaged at the time specified in this rental agreement. The renter must treat and use the vehicle carefully and in accordance with the operating instructions communicated to the renter upon delivery, and must not make any changes to the vehicle. The renter must reject claims by third parties against the vehicle and inform the rental agency immediately. The renter must ensure that the vehicle is not accessible to third parties. The renter shall not be entitled to sublet or otherwise make the vehicle available to third parties. Renter declares to be in possession of a valid driver's license. The vehicle is fully fueled and must also be fully refueled when it is returned.

Damage to the vehicle

During the period between the moment the vehicle is received by the renter and the moment when it is returned or retrieved, the risk of damage, theft, loss or destruction of the vehicle, other than as a result of the vehicle's own defect, is at the expense and risk of the renter. The renter is obliged to report any damage or defect to the vehicle and any theft of the vehicle to the rental company immediately. Changes and/or repairs to the vehicle may only be carried out by or on the instructions of the rental agency.

Liability

The liability of the rental agency, except in the case of intent or gross negligence on the part of the rental agency or liability on the basis of the statutory regulation on product liability, shall be limited to direct damage to items that were not in the vehicle and that occurred as a result of defects in the vehicle. The rental agency shall never be liable for consequential damage and its liability shall in all cases be limited to the amount for which it is insured. Rent includes insurance BA and Omnium with exemption of €1,250.

The renter is liable for all costs resulting from incorrect use of the vehicle, including overloading of the vehicle and the consequences of infringements laid down in the Traffic Act in Belgium and, if driving abroad, the local applicable traffic laws.

Termination/dissolution

This rental agreement can be terminated by the lessor with immediate effect if the lessee fails to fulfil any of his obligations under this agreement. If the tenancy agreement has been concluded for a period of more than 1 month, the tenant can terminate the agreement prematurely. A notice period of 1 month must be observed. In all other cases, the tenant cannot terminate the agreement before the time stated in the tenancy agreement. Upon termination of the rental agreement, the vehicle must be made available to the rental company in the same condition in which it was issued. If the vehicle shows defects or damage, insofar as it does not involve normal wear and tear, or if the renter has not cleaned the vehicle or has cleaned it inadequately, the rental agency shall be entitled to charge the repair and/or cleaning costs, or the replacement value if this would be lower than the repair costs.

If the renter is unable to return the vehicle to the rental agency, the renter must pay the rental agency compensation, to be determined by the rental agency, equal to the replacement value of the vehicle, without prejudice to the obligation to pay the rental sum.