

Special Terms and Conditions relating to the rental of the Products

These Special Terms and Conditions relating to the rental of the Products should always be read in conjunction with GeoDynamics's General Terms and Conditions ('GTC').

1. Commitments & obligations of the Customer

1.1 The Customer acknowledges that it has been informed by GeoDynamics of the proper method to use the rented Products and declares that it has received sufficient information in this respect.

1.2 During the term of the Contract, the Customer shall:

- Keep/store the rented Products with due care and as the recognisable property of GeoDynamics. Due care shall include taking the necessary precautions to prevent the rented Products from being damaged, broken or stolen;
- Use the rented Products only for their purpose, doing so carefully and properly, in accordance with GeoDynamics' specifications and instructions;
- Ensure that all restrictions and obligations imposed on the Customer under the Contract also apply to each User of the rented Products, and ensure that such Users will comply with such obligations.

1.3 The Customer shall comply with all applicable laws and regulations relating to the rented Products. In this regard, the Customer shall fully cooperate with and provide reasonable assistance to GeoDynamics in the event that GeoDynamics needs to recall some or all of the rented Products.

1.4 The Customer shall be solely responsible for the possession and/or use of the rented Products and shall indemnify GeoDynamics against third-party claims in this regard.

1.5 The Customer shall not be permitted to transfer the rented Products, immobilise them, encumber them in any way as part of securities to be provided to a third party, rent them out or otherwise bring them under the control of third parties.

1.6 The Customer further acknowledges that it has no right to transfer its rights as a lessee under the Contract or sublease without the written consent of GeoDynamics.

1.7 Finally, the Customer acknowledges that the rented Products may only be used within the EU, the EEA and the United Kingdom, unless otherwise expressly agreed in writing.

1.8 In case of use outside the area approved by GeoDynamics, the Customer shall reimburse GeoDynamics for any additional costs caused by use outside the aforementioned area, for example roaming charges.

2. Delivery

2.1 Unless expressly agreed otherwise, the rented Products shall always be delivered to the address specified by the Customer. The cost of delivery shall be borne by the Customer and the risk of damage, destruction and disappearance concerning the rented Products shall pass to the Customer as soon as the rented Products are made available at the address specified by the Customer.

2.2 Any additional costs for the reception of the rented Products shall always be at the Customer's expense.

2.3 GeoDynamics shall always reasonably determine the manner in which the transport will take place, as well as who it will call upon for this purpose.

2.4 If the Customer refuses the delivery or – as the case may be – is negligent in providing information or instructions which are necessary for the transport of the rented Products, GeoDynamics shall be entitled to take all relevant measures (such as storage by third parties) on behalf and at the risk of the Customer.

2.5 GeoDynamics reserves the right to make partial deliveries for any Order, and to draw up a corresponding invoice.

3. Non-conformity & visible defects

3.1 Immediately upon delivery of the rented Products, but in any case prior to the installation of the rented Products, the Customer shall carry out an initial verification, which among other things should include quantity, type, dimensions, correct location(s), conformity of the delivery, visible defects.

3.2 Following such verification, the Customer shall – under penalty of forfeiture – report any non-conformity and/or any directly verifiable discrepancy/visible defect in writing to GeoDynamics immediately upon receipt via email (complaints@geodynamics.be).

3.3 If no complaints are communicated in accordance with Article 3.2, the Customer shall be deemed to have accepted the delivery.

4. Installation

4.1 When the rented Products need to be installed, both GeoDynamics and the Customer can take care of this.

Installation by the Customer

4.2 If it is agreed that the Customer shall carry out the installation of the rented Products itself or have them installed by a third party, this shall take place under the full responsibility and at the risk of the Customer. In such case, GeoDynamics can in no event be held liable for any direct or indirect damage arising from the installation of the rented Products.

Installation by GeoDynamics

4.3 If it is agreed that GeoDynamics shall be responsible for the installation of the rented Products, GeoDynamics's service desk shall endeavour to contact the Customer as soon as reasonably possible to make an appointment with a view to the installation of the Products by GeoDynamics. The Customer acknowledges that, in any event, the installation of the Products must take place within a reasonable period following the conclusion of the Contract.

4.4 The rented Products will be installed by experienced and skilled installers called upon by GeoDynamics at its discretion.

4.5 If the Customer wishes to cancel or reschedule the appointment made for the installation of the Products, the Customer must notify GeoDynamics in writing via email (dispatch@geodynamics.be) at least 1 business day prior to the scheduled appointment.

4.6 In the absence of a (timely) cancellation of the planned installation in accordance with this Article, GeoDynamics shall be entitled to charge to the Customer all resulting costs (such as, without limitation, unnecessary travel costs), with a minimum of €50.

4.7 The Customer accepts that it is its full responsibility to ensure that no circumstances can arise that will interfere with, prolong and/or disrupt proper installation by GeoDynamics. Failing this, the Customer shall be fully responsible for the risk and costs arising therefrom.

4.8 Without prejudice to the foregoing, the Customer shall in any case, at its own expense and risk, ensure that:

- The installers appointed by GeoDynamics, as soon as they have arrived at the installation site, can commence and continue their work during normal working hours and, if GeoDynamics deems it necessary, outside normal working hours, provided it has informed the Customer of this in good time;
- The place where the installation is to take place is covered, well lit, safe and suitable for installation of the rented Products;
- Where appropriate, the installers appointed by GeoDynamics are sufficiently informed about the work in progress and its risks;
- The necessary help, if requested by GeoDynamics, and the material necessary for the installation are available;
- The necessary preparation work has been carried out as requested by GeoDynamics;
- If the commencement or progress of the installation of the Products is delayed for reasons for which the Customer is responsible, all resulting costs (including, but not limited to, unnecessary travel costs and waiting times of more than half an hour) shall be charged to the Customer by GeoDynamics, with a minimum of €50.

5. Hidden defects

5.1 Unless expressly agreed otherwise, a guarantee is given during the entire rental period for hidden defects present in the rented Products.

5.2 The Customer must notify GeoDynamics of these hidden defects, under penalty of forfeiture, no later than 48 hours after their discovery, via email (complaints@geodynamics.be).

5.3 Under penalty of inadmissibility of the complaint, the Customer must be able to prove that it correctly stored the rented Products both before and after identifying the defect. After identifying any defect, the Customer shall immediately cease any installation, use and processing of the rented Product, and take all reasonable steps to prevent (further) damage, under penalty of inadmissibility of the complaint.

5.4 Furthermore, GeoDynamics always reserves the right to investigate the complaint or have it investigated. In such case, the Customer shall be obliged to provide all cooperation required by GeoDynamics for the investigation of the complaint to GeoDynamics's service desk, which may contact the Customer.

5.5 Any return of the defective rented Product must first be approved in writing by GeoDynamics and must be done in accordance with GeoDynamics's instructions. In the absence of such agreement, any returns shall be refused and all costs incurred as a result shall be charged to the Customer.

5.6 GeoDynamics cannot be held liable, nor does it provide indemnification for defects attributable to:

- Improper installation by the Customer or a third party appointed by it;
- Improper use and/or processing;
- Defects that are directly or indirectly caused by an act on the part of the Customer or a third party, regardless of whether these are caused by an error or negligence;
- Normal wear and tear, improper handling, overloading, external influences or damage caused by force majeure/hardship.

5.7 In general, GeoDynamics shall not offer any guarantee or accept any liability if the Customer does not comply with the provisions of this Article, or does so inadequately or not in good time. If the Customer carries out or arranges any repairs or other work relating to the rented Products without prior written approval from GeoDynamics, any warranty rights shall lapse.

6. Complaints

6.1 No claim for indemnification by GeoDynamics for visible and/or hidden defects can be retained after expiry of the aforementioned periods in Articles 3 and 5.

6.2 The warranties offered by GeoDynamics to the Customer in case of justifiable complaints shall be limited, at GeoDynamics' sole discretion, to the (complete or partial) **(i)** replacement of the Product with a (similar) Product that is in stock, **(ii)** return of the Product concerned, crediting the Customer, or **(iii)** repair of the Product.

6.3 In case of a replacement of the Product, the Customer can – subject to payment of a corresponding charge – opt for the replacement to be carried out by experienced and skilled installers called upon by GeoDynamics at its own discretion.

7. Retention of title

7.1 GeoDynamics shall retain ownership of the rented Products, and nothing in these rental conditions shall be construed as transferring any right, title or interest in the rented Products to the Customer, except as a 'lessee'.

7.2 The Customer shall be prohibited from removing the rented Products or changing their purpose without GeoDynamics' prior written consent.

7.3 The Customer shall notify GeoDynamics immediately by registered mail when:

- A third party confiscates or exercises the right of lien on the rented Products or on the property in which the rented Products are installed and of which they therefore form part. In any event, the Customer shall promptly notify such third party in writing that the rented Products are the property of GeoDynamics;
- An accident has occurred involving the rented Products (in whole or in part) or the property in which the rented Products are installed and of which they therefore form part;
- The rented Products (in whole or in part) or the property in which the rented Products are installed and of which they therefore form part are claimed, stolen or damaged.

7.4 Any damage to the rented Products during the rental period, other than that resulting from normal prudent use of the Products, shall be borne by the Customer, with the obligation to reimburse GeoDynamics for the damage.

7.5 In the event of destruction, transfer, loss or theft of the rented Products, the Customer shall owe GeoDynamics compensation equal to the then current Market Value of such rented Products.

7.6 Furthermore, the Customer acknowledges that this does not result in the termination of the Contract meaning that the Customer is required to rent or purchase new Products. If the Customer refuses this, this shall be regarded as a unilateral termination of the Contract by the Customer, pursuant to which Article 7.1 GTC shall become fully applicable.

8. Compatibility

8.1 The Customer acknowledges that GeoDynamics offers no guarantee that the rented Products will at all times be compatible with the SaaS Services as such compatibility is determined by factors independent of GeoDynamics (such as, but not limited to, the network, decisions of the supplier(s), new technologies and techniques, legislation).

8.2 In any case, the Customer expressly acknowledges that the cancellation, reduced/slower operation, temporary or long-term unavailability of the communication network used by GeoDynamics – which are solely attributable to GeoDynamics' supplier(s) – can under no circumstances constitute a ground for early termination of the rental of the Products without owing the termination fee

(as provided for in Article 7.1 GTC). Nor can such cancellation result in the early termination of the subscription for the SaaS Services (as provided in Article 5.3 of the terms and conditions relating to the SaaS Services).

9. Inspection

9.1 GeoDynamics shall have the right, upon prior agreement between the parties, to access:

- The location where the rented Products are installed;
- The location where the property is located in which the rented Products are installed;

for the purpose of inspecting the rented Products.

10. Insurance cover

10.1 The Customer shall keep the rented Products insured against all risks of loss or damage from any cause for at least the Market Value, and shall provide GeoDynamics with proof thereof upon request.

11. Return

11.1 When **(i)** the rental period expires, **(ii)** the Contract is terminated or **(iii)** terminated early (for any reason whatsoever), the Customer shall return the rented Products to GeoDynamics at the time and place specified by GeoDynamics.

11.2 The Customer shall be responsible for any loss, theft or damage to the rented Products occurring during their return by the Customer.

11.3 The Customer acknowledges that the mere return of the rented Products does not entail that the Contract is also terminated. As long as the Contract is not terminated, the returned Products or similar Products will remain available to the Customer.

11.4 The rented Products must be in substantially the same condition upon return as when the rented Products were delivered, except for regular wear and tear due to normal use.

11.5 Upon the Customer's written request, GeoDynamics may disassemble the rented Products, but the costs associated with such disassembly shall be charged to the Customer.

11.6 The Customer acknowledges that the mere disassembly of the rented Products does not entail that the Contract is also terminated.

11.7 In the event that the Customer fails to return the rented Products in accordance with this Article, the Customer shall owe GeoDynamics compensation equal to the then current Market Value of these Products.