

F48 General Terms and Conditions of Roldo Rent BV (valid with effect from 21 January 2019)

In these terms and conditions, Roldo Rent BV from Ermelo is considered the supplier, the co-contracting party of the customer.

Chapter I: general provisions

The provisions of this chapter are applicable to all agreements concluded between the customer and the supplier.

1. For the hire rates and replacement value of the equipment, reference is made to the supplier's rates list. Alternatively, they are as agreed between the supplier and the customer. Invoices are prepared on a weekly basis and must be paid into bank account number NL05RABO0134962176, BIC: RABONL2U within 21 days of the invoice date. In the case of purchases in excess of €1,000.00 excluding VAT, the following payment terms apply: payment of 50% of the invoice amount when the order is approved and payment of 50% of the invoice amount within 21 days of the invoice date.
2. Disputes about the invoice must be reported to the supplier in writing within the 21-day payment term after the invoice date. If the invoice is not disputed as set out above, it is deemed to have been accepted.
3. The equipment must be returned in accordance with the instructions for returning equipment.
4. Fully or partially surrendering free use for consideration is permitted only with the written consent of the supplier.
5. The hire period ends when the customer has returned the hired equipment to the depot or as agreed between the supplier and the customer. On this date, the hired equipment must be delivered to the address of the depot, stacked in transport sets and in the order in which the customer received the hired equipment. The restacking rate is calculated on the basis of man hours (see the supplier's rates list).
6. Fixed removal and entry costs are payable for every batch. For the handling costs (entry and removal), reference is made to the supplier's rates list. Alternatively, they are as agreed between the supplier and the customer. If equipment is dirty and/or bears stickers when it is returned, cleaning costs will be charged. The cleaning rate is calculated on the basis of man hours (see the supplier's rates list).
7. The equipment must be used for its intended purpose. The customer declares to have received the equipment in a good condition, to keep it in that condition and to return it in that condition when the hire period expires.
8. The costs of maintenance, replacements or repairs, caused by or required for whatever reason, are payable by the customer. All charges and taxes which are levied on the equipment are payable by the customer. If the RFID tag is damaged, the customer will be charged €1.00 per tag.
9. The supplier is entitled to check the use and maintenance of the equipment.
10. The customer is liable for all damage suffered by the supplier and subsequent customers as a result of the customer's failure to return the equipment in time.
11. From the moment the equipment is transferred upon delivery until after the equipment is entered to finalise this hire agreement, all risks attached to the equipment, including fire or theft, are borne by the customer. The supplier can never be held liable for any visible or invisible, concealed or non-concealed defects.
12. The customer is liable for all damage, of whatever nature and whatever the cause, to the equipment, regardless of whether this is the result of the customer's actions, third-party actions or force majeure.
13. The customer is not permitted to stick anything on the equipment. Writing on or sticking anything on the equipment is considered a loss and will be charged to the customer. Labels are permitted on the data section of the rolling containers only and on the appropriate space on the plastic boxes, using labels with a semi-permanent adhesive.
14. When the customer fails to pay the agreed fee in time, when he fails to correctly comply with one or more provisions of this agreement, when all or some of the customer's movable or immovable property or all or some of the equipment he has hired is attached before judgment or attached under a warrant of execution, when the customer applies for a suspension of payments, when he is declared bankrupt, dies, is placed under guardianship or if he may leave the State in Europe, the supplier, by the mere expiry of the stipulated term or by the mere occurrence of one of the aforementioned situations, will be entitled at his discretion to immediately dissolve this hire agreement without further demand being required and without intervention from the courts, and to take immediate possession of the equipment again, without prejudice to the supplier's right to demand compensation from the customer for costs, damage and interest, and without prejudice to his rights pursuant to Sections 261 to 279, Book 6 of the Dutch Civil Code.
15. The customer undertakes to immediately notify the supplier of any attachment on the customer's movable or immovable property or all or some of the equipment he has hired under this agreement, of his bankruptcy, his application for a suspension of payments and guardianship order or his intention to leave the State in Europe, as well as to immediately allow the bailiff levying the attachment, the insolvency practitioner or the administrator to inspect this agreement.
16. All costs for judicial and extrajudicial measures which the customer may find useful or necessary to exercise his rights under this agreement are payable by the customer.

Chapter II: availability of platform

Apart from Chapter I, the provisions of this chapter also apply insofar as the supplier makes an online platform available to the customer.

17. The platform is made available for the term of the agreed hire. If no term is agreed on, the platform is made available for the term of the hire, that is, if it concerns a permanent trading relationship, for the duration of that trading relationship.
18. The platform is made available at the agreed fee, that is, the fee quoted on the current rates list.
19. The customer can only use the platform for his own internal business purposes. The customer is not permitted to make the platform available to third parties unless those third parties are considered the customer's auxiliary persons.
20. The customer has to keep the authentication details provided by the supplier in order to gain access to the platform strictly confidential. The supplier can assume that a user who logs in with the authentication details linked to a certain customer is, indeed, that customer or one of his employees. If the customer suspects or knows that the authentication details are no longer confidential, he needs to notify the supplier immediately.
21. The platform is presented "as is", that is, without any guarantee with regard to its suitability for any (specific) purpose and without the guarantee that any errors will be resolved or functionalities will be added or maintained.
22. The intellectual property rights to the platform are vested in the supplier, that is, his licensors. The customer is only given a temporary right to use the platform.
23. The supplier cannot guarantee that the platform will be available to the customer at all times. The supplier reserves the right to temporarily take the platform out of service for maintenance, adjustments or improvements.
24. The supplier does not accept any liability for damage that somehow ensues from the use of the platform, from the use of the services presented on the platform or from the incompleteness and/or inaccuracy of the information presented on the platform and/or for damage caused by the (temporary) unavailability of the platform.

Chapter III: processing of personal data platform

Apart from Chapter I, the provisions of this chapter also apply insofar as the supplier - through the platform referred to in the previous chapter or otherwise - processes personal data for which the customer is responsible (i.e. for which he is the controller).

25. The supplier is considered a processor within the meaning of the General Data Protection Regulation (GDPR).
26. The supplier will limit the processing of personal data to what is strictly necessary for the performance of the work. The supplier will only process the data on the basis of written instructions from the customer or to the extent he is obliged to do so by law.
27. The supplier will destroy the personal data as soon as possible after completing the work, unless the supplier is obliged to retain it for longer under a statutory obligation.
28. The supplier will keep the personal data strictly confidential and he guarantees that his personnel observes the same confidentiality.
29. When outsourcing the processing of personal data to a third party, the supplier will first notify the customer of his intention to hire a third party or parties and he will give the customer the opportunity to object to the third party or parties in question.
30. The customer will take sufficient technical and organisational measures to guarantee a security level tailored to the risk involved and to periodically assess these measures in terms of effectiveness.
31. The supplier will notify the customer without unreasonable delay of a breach in connection with personal data and he will provide the customer with all the relevant (additional) information in that respect, unless the breach in connection with the personal data is unlikely to pose a risk to the rights and freedoms of natural persons. The supplier will document the breaches and all the relevant facts and circumstances about the breach.
32. The supplier will help the customer to fulfil his obligations ensuing from the rights granted to persons involved by the GDPR, as well as other obligations vested in the customer by virtue of the GDPR.
33. Furthermore, on the customer's demand, the supplier will provide the customer with all the necessary information required to (be able to) demonstrate fulfilment of the statutory obligations. Within that framework, the supplier will also allow the customer or a third party hired to that end to hold an audit or an inspection.