

LEICA GEOSYSTEMS NV
TERMS AND CONDITIONS OF RENT

1. Definitions

- 1.1 "Leica" means Leica Geosystems NV
- 1.2 "Customer" means the person who accepts a quotation of Leica for the rent of Goods or whose request for the rent of Goods is accepted by Leica
- 1.3 "Goods" means the goods which is Leica is to rent in accordance with these Conditions
- 1.4 "Conditions" means the standard terms and conditions of rent set out in this document and, unless the context otherwise requires, includes any special terms and conditions agreed in Writing between the Customer and Leica
- 1.5 "Contract" means the contract for the rent of the Goods
- 1.6 "Writing"/"Written" includes telex, cable, facsimile transmission electronic data interface and comparable means of communication

2. Basis of the Contract

- 2.1 Leica shall rent the Goods in accordance with the Written quotation given by Leica accepted by Customer, or the Written request of Customer accepted by Leica, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between Customer and Leica
- 2.3 Any error or omission in any literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Leica shall be subject to correction without any liability on the part of Leica
- 2.4 No request which has been accepted by Leica can be cancelled by Customer except with the agreement in Writing of Leica

3. Rental charge

- 3.1 The rental charge of the Goods shall be the rental charge specified by Leica in its quotation or in Leica's Written acceptance of Customer's request
- 3.2 If Leica and Customer agree in Writing that the Goods will be delivered elsewhere than at Leica's registered office, Customer shall be liable to pay Leica's charges of transport and insurance from Leica's registered office to the destination of the Goods

4. Terms of Payment

- 4.1 Unless otherwise agreed in Writing between Customer and Leica, Leica shall be entitled to payment on delivery or on collection of the Goods
- 4.2 Rental is payable for the whole of the term, notwithstanding that the Goods may be returned before the term has expired
- 4.3 If Customer fails to make any payment when due, Leica shall, without prejudice to any other right or remedy available to it, be entitled to:
 - 4.3.1 Charge interest on any unpaid invoice, automatically and without any previous notice, at the rate calculated in accordance with article 5 paragraph 1 of the Act of August 2, 2002 on combating late payment in commercial transactions and/or
 - 4.3.2 Appropriate any payment made by the Customer to such of the Goods under the Contract or such of the goods supplied under any other contract between the Customer and Leica as Leica may see fit and/or
 - 4.3.3 Suspend any further deliveries to Customer whether under the same Contract or under any other contract between Customer and Leica

5. Delivery

- 5.1 Unless otherwise agreed in Writing between Customer and Leica (see 3.2), Customer will collect the Goods at Leica's registered office. Leica will notify Customer if the Goods are available for collection
- 5.2 If Customer wrongfully fails to collect the Goods or fails to take delivery of the Goods or fails to give Leica adequate delivery instructions at the time stated for delivery, Leica shall, without prejudice to any other right or remedy available to it, be entitled to store the Goods until actual delivery or collection and charge Customer for the costs of storage

6. Risk

- 6.1 Risk of damage to or loss of the Goods shall pass to Customer:
 - 6.1.1 in the case of Goods to be delivered at Leica's registered office, at the time when Leica notifies Customer that the Goods are available for collection; or
 - 6.1.2 in the case of Goods to be delivered elsewhere, at the time of delivery to such destination;

7. Condition of the Goods

- 7.1 In accepting delivery of the Goods, Customer agrees that the Goods have been inspected, are of satisfactory quality, free from defect and suitable for the purposes of Customer
- 7.2 Leica makes no representation or warranty that the Goods are suitable for the Customer's purposes, whether made known to Leica or not

8. Obligations of Customer

- 8.1 Customer shall insure the Goods against loss or damage to the full replacement value thereof whilst in the Customer's possession or control

8.2 Customer shall keep the Goods in good and serviceable repair and condition, fair wear and tear excepted. Any damage or defect to the Goods whilst in the Customer's possession or control shall be deemed the responsibility of Customer

9. Return of the Goods

9.1 If the Goods are not returned within 7 days following expiry of the term Leica shall be entitled to deem the Goods lost and to purchase replacement goods. The cost shall be charged to Customer at the full list price

9.2 If the Goods are returned in a condition which, in the opinion of Leica, is not good and serviceable Leica may, at its sole discretion, repair or replace the Goods and the cost shall be charged to Customer at the full list price

9.3 In the case of 8.1 and/or in the case of 8.2, the rental charge will continue to accrue until in accordance with clauses 8.1 and 8.2, Leica has purchased replacement goods or has repaired or replaced the Goods, as the case may be

10. Property of the Goods

10.1 The Goods shall at all times remain personal property of Leica notwithstanding that they may have been mixed with other goods or affixed to any land or property. If they are so affixed Leica shall be entitled to enter on the property on which the Goods are located without leave and to sever the Goods therefrom and remove them and Customer shall be responsible for any damage thereby caused to Customer and any costs thereby incurred to Leica

11. Force majeure

11.1 Leica shall be entitled without liability on its part and without prejudice to its other rights, to terminate the Contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times for delivery, if the manufacture of the Goods by Leica or the Leica's suppliers, or the delivery of the Goods or the performance by Leica of any of its obligations under the Contract is hindered or delayed whether directly or indirectly by reason of Customer failing to furnish necessary instructions or information, or by war or other hostilities, civil commotion, act of God, government action or legislation, interruption of transport, strike, lock out or other form of industrial action, accidents or stoppages to works, shortage of labour materials equipment fuel or power, breakdown of machinery or any other cause whatsoever beyond the reasonable control of Leica or its sub-contractors, whether or not such cause exists at the date of the order

12. Insolvency of Customer

12.1 If Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation, Leica shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

13. Severability

13.1 If any part of these terms and conditions is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder thereof shall not be invalidated thereby and shall be given effect so far as possible

13.2 Any invalid provision shall be replaced by the Parties, by mutual agreement among them, by a provision reflecting to the largest extent possible the aim intended to be achieved by the initial provision

14. Applicable law – dispute regulation

14.1 These terms and conditions are governed by Belgian law with the express exclusion of the rules of international private law

14.2 All disputes will be submitted to the exclusive jurisdiction of the competent courts in Brussels