

# General rental conditions

These general rental conditions apply to the rental of products by Duurzaam Opgewekt and also to the related (maintenance) services included when renting a Heat Pump.

## Duurzaam Opgewekt

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## 1. Definitions

The following definitions apply in these general rental conditions (note: definitions in the singular include the plural and vice versa):

### Renter

The party that has entered into an Agreement with the Rental Company.

<b>General Conditions:</b>	These general rental conditions.
<b>Consumer</b>	A Renter who is a natural person acting for purposes that fall outside his/her business or professional activities and/or a Renter who is acting in the exercise of a profession or business that the Netherlands Authority for Consumers & Markets ( <i>Autoriteit Consument &amp; Markt (ACM)</i> ) equates with a consumer.
<b>Agreement</b>	The agreement between the Rental Company and the Renter, concluded in relation to the rental of certain Products by the Rental Company to the Renter and the related (maintenance) services included when renting a Heat Pump.
<b>Parties</b>	The Rental Company and the Renter.
<b>Product</b>	A product that the Rental Company supplies to the Renter, such as a Heat Pump or Solar Panels.
<b>Rental Company</b>	Duurzaam Verbonden B.V., trading under the name of Duurzaam Opgewekt, a private limited company with its registered office in IJendoorn (municipality of Neder-Betuwe) and its offices at De Elzenhof 7e, 4191 PA Geldermalsen, registered with the Dutch Chamber of Commerce under number 71726543, or an entity affiliated to it that expressly declares or has declared these General Conditions applicable.
<b>Heat Pump</b>	A (booster) heat pump system, made up of the components that facilitate the heat supply, to be installed in the Property.
<b>Property</b>	A movable or immovable property, a part or combination thereof, onto or into which the Product is installed.
<b>Solar Panel</b>	A panel that converts radiant energy from the sun into electricity and is installed on the Property.

## 2. General

- 2.1 These General Conditions will apply to all offers that the Rental Company issues, all Agreements and all ensuing obligations to the Rental Company in respect of the rental of the Product and the related service provided by the Rental Company.
- 2.2 If one or more of the provisions of these General Conditions and/or the Agreement are null or voidable, the remaining provisions of these General Conditions and/or the Agreement will continue to apply. In this situation, the Parties will consult each other with a view to agreeing on a replacement provision that is as similar as possible in object and purport to the original provision.
- 2.3 If the text of these General Conditions is in conflict with the text of the Agreement, the text of the Agreement will prevail.
- 2.4 If the Rental Company does not exercise its rights under the Agreement and/or these General Conditions at any time, whether immediately or otherwise, this will not affect its right and ability to do so in the future.
- 2.5 Any clause that, by nature, is intended to continue after the Agreement is terminated or expires will continue to apply after the Agreement is terminated or expires.
- 2.6 The Rental Company will be able to engage a third party to perform all or part of the Agreement. If the Rental Company does so, these General Conditions will also apply to the supply of products and/or to the performance of services by the said third party.
- 2.7 These General Conditions are originally drawn up in Dutch. In the event of discrepancies between the Dutch text of these General Conditions and a translation, the Dutch version prevails. The Dutch version also prevails in the event of a difference of opinion regarding the interpretation of these General Conditions.

## 3. Amendment to the General Conditions

- 3.1 The Rental Company will be entitled to unilaterally amend these General Conditions. All such amendments will be announced at least 10 (ten) days before they come into force.

- 3.2 Amendments to the General Conditions will enter into force 10 (ten) days after the date on which they are announced, or at a later time stated in the announcement in question.
- 3.3 In the event of a substantial amendment to the performance promised, the Renter will be able to terminate the Agreement in question by giving written notice before the amended General Conditions come into force. In the aforementioned situation, the Rental Company will be free to charge the Renter a reasonable amount in compensation for its losses, loss of profit, removal costs and processing costs.

#### **4. Concluding the Agreement**

- 4.1 The Agreement will have been concluded when the Rental Company has accepted the request of the Renter.
- 4.2 A description of everything that is to be supplied will be recorded in writing and form part of the Agreement.
- 4.3 It will not be possible for the Rental Company to be bound by an offer it has issued to the Renter if the latter should have understood, in terms of reasonableness and fairness and according to generally-accepted standards, that the offer in question (or any part of it) contains an obvious mistake or clerical error.
- 4.4 The data provided in the Agreement about yields, payback periods and the return on investment on the Product will be a general representation. No rights may be derived from this data.
- 4.5 The Renter will provide the Rental Company with the data necessary to conclude the Agreement correctly and in full and will do so before concluding the Agreement in question. If the data of the Renter change, he/she will notify the Rental Company of the changes in writing as soon as possible.
- 4.6 If the Agreement is entered into by more than one Renter, the Renters will jointly and severally undertake to perform the Agreement.

#### **5. Installation and removal of the Product**

- 5.1 The Rental Company will be free to replace the Product to be installed under the Agreement with a comparable other Product.
- 5.2 The Rental Company will be able to engage a third party to install, remove or carry out other work on the Product.
- 5.3 If the Rental Company engages a third party, the general conditions of the said third party will apply to the installation or removal of the Product, or other work on it, as if the said general conditions were the general conditions that the Rental Company uses. The Rental Company will make available to the Renter the aforementioned general conditions and/or additional agreements relating to such work prior to the conclusion of the Agreement in question.
- 5.4 In any event, the General Terms for Installation Work for Consumers 2016 ("**GTIC 2016**") will apply to the installation or removal of the Product. The text of the GTIC 2016 is available from the website of the Rental Company ([www.duurzaamopgewekt.nl/algemene-voorwaarden/](http://www.duurzaamopgewekt.nl/algemene-voorwaarden/)).
- 5.5 If the general conditions applied by the third party that the Rental Company has engaged are in conflict with the GTIC 2016, the general conditions applied by the said third party will prevail.
- 5.6 The Renter will declare that he/she is the owner of the Property in or on which the Product is to be installed, or in or on which work on the Product is to take place. If this is not the case, the Renter will declare that he/she has received prior written approval for the aforementioned from the owner of the Property, in response to which the owner of the Property also declared that he/she will promptly inform a successive acquirer or occupier of the Property that the Product is the property of the Rental Company. The Renter will provide the Rental Company with this declaration when asked to do so.
- 5.7 The Renter will be required to put the Rental Company in a position to carry out the work to be done. Amongst other things, this will include ensuring that the location where the work is to be carried out is easily accessible, free of charge.
- 5.8 The Property will be required to meet a number of conditions before the Product can be installed:
  - a) the section of roof on which the Product is to be installed will be in a good structural condition and the overall location may not have any defects when the Product is being installed;
  - b) no asbestos may be present at the location where the Product is to be installed.
- 5.9 An installation appointment will be made for the Product. If the Renter reschedules the appointment 7 (seven) calendar days or less before this appointment, the Rental Company will be able to charge the Renter for any costs or losses incurred.
- 5.10 The Rental Company will make every effort to meet the agreed deadlines for installation or other work on the Product. However, deadlines may not be regarded as strict deadlines.
- 5.11 Additional work may be necessary in some situations. Where this is the case, the Rental Company will consult with the Renter before the work is carried out.

## **6. Ownership of the Product**

- 6.1 The Parties will conclude a rental agreement within the meaning of Section 7:201 of the Dutch Civil Code (*Burgerlijk Wetboek*) in respect of the Product to be rented. The rented Product will remain the property of the Rental Company.
- 6.2 The Renter may not sell or encumber any Product.
- 6.3 If the Product becomes the property of the owner of the Property by way of accession or constituent formation, the Renter will cooperate, when the Rental Company requests him/her to do so, in the modification of the legal relationship, for example by having a right of superficies established.
- 6.4 Should circumstances arise in which the property rights of the Rental Company may be affected by a third party (for example, bankruptcy, a house move or attachment), the Renter will:
  - a) notify the Rental Company of the aforementioned in writing;
  - b) alert the third party to the property rights of the Rental Company; and
  - c) when requested to do so by the Rental Company, cooperate with the establishment of rights to secure the property rights of the Rental Company.

If the Renter fails to do the aforementioned, he/she will be liable for any resulting loss that the Rental Company sustains and the Rental Company will be able to immediately terminate the Agreement and/or take back the Product.

## **7. Obligations of the Renter**

- 7.1 The Renter will treat the Product with due care and diligence.
- 7.2 The Renter will be obliged to use the Product properly and to protect it from damage.
- 7.3 The Renter will not be permitted to move, repair, extend or otherwise modify the Product (or cause it to be moved, repaired, extended or modified) and will be obliged to observe the instructions and/or manuals of the Rental Company. The Renter will not be permitted to perform (scheduled) maintenance, change settings or rectify faults him/herself or have this done by a third party.
- 7.4 The Renter will ensure that he/she promptly obtains the permits, exemptions, decisions and consents necessary to perform the Agreement and/or use the Product. The Rental Company will provide all necessary cooperation to obtain the aforementioned, if possible. If the Renter fails to fulfil the aforementioned obligation, the Rental Company will be able to suspend and/or terminate the Agreement free of charge.

## **8. Maintenance and disruptions**

- 8.1 The Renter will be required to notify the Rental Company immediately, being as soon as possible and within 15 (fifteen) working days of the date on which the Renter became, or could have become, aware of a disruption and/or (suspected) damage to the Product at the latest. If the Renter fails to do this, he/she will be liable for any resulting loss.
- 8.2 The Renter will bear all costs relating to the scheduled maintenance of a Heat Pump; the aforementioned costs will be charged to the Renter together with the rent. The Rental Company will bear all costs relating to the resolution of Product disruptions, except in the situation referred to in Article 8.8 of these General Conditions.
- 8.3 The Rental Company, or the third party that the Rental Company has engaged, will perform scheduled technical maintenance on the Heat Pump approximately once every 3 (three) to 4 (four) years.
- 8.4 If expressly agreed in writing, the Rental Company will ensure that the Renter is able to report disruptions to a designated reporting centre 24 hours a day, 7 days a week. The Renter will be able to report a disruption via the customer service team of the Rental Company ([www.duurzaamopgewekt.nl/thuis/een-storing-melden/](http://www.duurzaamopgewekt.nl/thuis/een-storing-melden/)).
- 8.5 If possible, the Rental Company will be entitled to carry out maintenance work remotely.
- 8.6 If the Renter has reported a disruption to the Rental Company, it will initially determine whether the Product can be read remotely. If this is possible, it will initially be attempted to solve the disruption remotely. If this fails, the Rental Company will make an appointment with the Renter for the Rental Company, or a third party that the Rental Company has engaged, to visit the Renter.
- 8.7 If it is possible to read the Product remotely via the internet connection, the Renter will be responsible for ensuring that the internet connection is functioning as it should do and that the Product is able to connect up to the internet. If the internet connection is not working, the Rental Company will not be able to read the Product or carry out remote maintenance.
- 8.8 The Renter will bear the cost of replacing, moving, extending, modifying or removing the Product or doing maintenance on the Product if:
  - a) the Renter has acted in breach of Article 7 of these General Conditions;

- b) the Renter has not taken every measure possible to facilitate maintenance and/or resolve disruptions;
  - c) the seal(s) that the Rental Company has affixed to the Product is/have been broken;
  - d) a disruption or defect is the result of:
    - i. a failure in the electricity supply;
    - ii. damage to the Product that is attributable to the Renter;
    - iii. the venting (or failure in the venting) of the domestic installation;
    - iv. the refilling (or failure in the refilling) of the water content of the domestic installation;
    - v. insufficient water pressure in the heat supply system;
    - vi. insufficient volume flow in the domestic installation (due to room-by-room regulation and/or contamination of the domestic installation);
  - e) a defect or disruption report turns out to be unjustified; or
  - f) a disruption or defect occurred after a party other than the Rental Company, or a third party other than the third party that the Rental Company engaged, modified, extended or repaired the product or remedied a disruption or defect.
- 8.9 If the collective source has been damaged as a result of actions on the part of the Renter, because he/she failed to comply with the provisions of these General Conditions correctly and/or on time, the Rental Company will be free to charge the Renter for these costs as well.
- 8.10 The Renter will be required to grant access to the Product to persons with an identity card or authorisation issued by the Rental Company, or to a third party that the Rental Company has engaged, free of charge, at the time for which an appointment has been scheduled, so that these persons are able to carry out their work on the Product.
- 8.11 The Renter will be required to provide all necessary cooperation to facilitate maintenance work and/or work on the resolution of disruptions at the agreed time or within the agreed time band. This will always include the Renter providing access to the Product free of charge, as well as to the documentation and power necessary. The Rental Company will be able to require the Renter to put the necessary safety provisions in place at the expense of the Renter. If actions on the part of the Renter mean that the work cannot be carried out, the Rental Company will be able to charge the Renter for the costs and losses incurred.
- 8.12 Scheduled maintenance will take place between 08.00 and 17.00 on working days, unless expressly agreed otherwise in writing. If work is carried out outside normal working hours, at the request of the Renter, additional costs that the Rental Company incurs will be charged to the Renter.
- 8.13 If the Renter reschedules an appointment with the Rental Company, or a third party that the Rental Company has engaged, within 3 (three) working days or less of the appointment, the Rental Company will be able to charge the Renter for any costs and losses incurred.
- 8.14 If it is necessary to remove the Product temporarily (due to maintenance work on a Property, for example), the Renter may write to the Rental Company to request consent for the removal of the Product in question. In this situation, the Rental Company will endeavour to remove the Product within 4 (four) weeks of receiving the aforementioned request, upon payment of a fee to be agreed upon. The Renter will continue to pay the fixed monthly fee payable by him/her under the Agreement during the temporary removal.
- 8.15 If the Renter has failed to meet his/her financial obligations, the Rental Company will not be obliged to carry out maintenance and/or to resolve disruptions until the Renter has met all his/her obligations.
- 8.16 In the event of unnecessary call-outs – to be deemed such at the discretion of the Rental Company – the call-out costs will be charged to the Renter.
- 8.17 The Rental Company will be entitled to terminate the Agreement if the Heat Pump and/or the set-up room in which the Heat Pump has been installed is not in compliance with the relevant laws or regulations (any more) and/or is technically obsolete and/or repairs or replacement costs exceed the residual value.
- 9. Price**
- 9.1 All amounts will be in euros and include VAT.
- 9.2 The rental and other charges payable, including the fee for the service and maintenance work carried out by the Rental Company when renting a Heat Pump, will be set out in the Agreement.
- 9.3 The rental and other charges due will only become payable with effect from the date on which the Product is installed or, if the key to the Property is to be transferred, until the Product is removed.
- 9.4 The Renter will be charged separately for any amounts incurred for the installation or removal of the Product, or other work related to the Product, that are not set out in the Agreement. These amounts will be agreed with the Renter before the work is carried out.

- 9.5 The Rental Company will be entitled to index the rental and other charges payable. If this is not provided for in the Agreement, the Rental Company will be able to index both on 1 January each year, in accordance with the Consumer Price Index (CPI) all households, year-on-year change CPI September.
- 9.6 In the event of an increase or decrease in the statutory rate of VAT, the Rental Company will adjust the costs due including VAT accordingly.

## **10. Payment**

- 10.1 The Rental Company will give the Renter a choice of payment methods for payment of the charges due. If the Renter does not choose to set up a direct debit, the Rental Company will be able to charge the Renter for administration costs.
- 10.2 Payment for a period of less than one month will be a pro-rata amount.
- 10.3 Invoices will be paid within 14 (fourteen) days, or within the period of time that the Rental Company specifies on the invoices if more than 14 (fourteen) days.
- 10.4 If the Renter fails to pay on time, the Rental Company will notify the Renter in writing that he/she is in default and the Rental Company will give the Renter another 14 (fourteen) days to pay. If the Renter has chosen to pay by direct debit, the Rental Company will have the right to make a second attempt to collect the amount due first. If the Renter fails to pay within the additional payment period, he/she will be required to pay statutory interest and extrajudicial collection costs.

## **11. Provision of security**

- 11.1 The Rental Company will be able to require the payment of a security by the Renter in connection with the amounts that the Renter owes under the Agreement, such as a bank guarantee or deposit.
- 11.2 A deposit will be refunded to the Renter as soon as possible after the need for security ceases to exist and, in any event, within 6 (six) weeks of the date when the final invoice is issued after the termination of the Agreement and the Product has been removed, minus any amount still to be paid.
- 11.3 If the Rental Company so requires, the Renter will be required to make an advance payment. The Rental Company will reasonably determine the amount of the advance payment, the period to which it relates and the times at which it will be charged.

## **12. Term and termination of the Agreement**

- 12.1 The Agreement will take effect on the agreed date and will be entered into for the term set out in the Agreement. If no term has been agreed in the Agreement, a term of 15 years from the installation date will apply.
- 12.2 The Renter will not be able to end the rental period early.
- 12.3 When the rental period ends, the Parties will consult each other about a possible extension of the rental period, bearing the technical condition or state of the Product in mind.
- 12.4 If the Renter wishes to replace the Product that has been installed and rented, he/she will request the prior written approval of the Rental Company for the installation and rental of the new Product, to which new Product these General Conditions will apply again in full. In the event of the rental of a Heat Pump, the related (maintenance) service will be included for the term set out in the Agreement again as well.
- 12.5 The Rental Company will be able to terminate or suspend the Agreement with immediate effect if:
- the Renter fails to perform his/her obligations under the Agreement, or any other agreement with the Rental Company, and the Renter then still fails to perform his/her obligations after being issued with a notice of default – if performance is still possible;
  - after being issued with a notice of default, the Renter still fails to cooperate (promptly) with the maintenance or repairs to be carried out on the Product;
  - the Renter proceeds to move, restore, maintain, repair, alter or modify the Product (or cause it to be moved, restored, maintained, repaired, altered or modified); or
  - the Renter is a Consumer and has received a second payment reminder from the Rental Company and the Consumer has also failed to pay within the period of time specified in the second payment reminder.
- 12.6 The Rental Company will be able to terminate the Agreement with due observance of a notice period of 1 (one) month if:
- the Renter becomes bankrupt or he/she has applied for a suspension of payment or files for bankruptcy;

- b) application of the Debt Restructuring (Natural Persons) Act (*Wet Schuldsanering Natuurlijke Personen*) has been applied for in respect of the Renter;
  - c) the Renter enters into payment arrangements with his/her creditors;
  - d) the Renter is legally incompetent, has been placed under guardianship or is otherwise no longer permitted to manage his/her own money and/or assets;
  - e) the assets of the Renter have been seized; or
  - f) it has not been possible to install all or part of the Product due to circumstances attributable to the Renter, or if it is not possible to install the Product safely due to circumstances attributable to the Renter.
- 12.7 Any amounts in the Agreement that the Renter still owes to the Rental Company when the Agreement is terminated will become immediately due and payable at the time of termination.
- 12.8 The Renter will be required to return the Product to the Rental Company in good condition when the rental period ends.
- 12.9 In the event of the termination or early termination of the Agreement, the Renter will grant the Rental Company – or a third party that the Rental Company has engaged – access to the place where the Product is located so that the Rental Company - or a third party that the Rental Company has engaged - is able to remove the Product.
- 12.10 In the event of the early termination of the Agreement pursuant to Article 12.5 or 12.6, unless termination is mentioned in Article 12.6 (a), (b), (c) or (d), the Renter will be liable to pay a reasonable amount in compensation of the loss or loss of profit that the Rental Company sustains, as well as disposal and processing costs. In the event of the early termination of the Agreement within the first year of the term, the Renter will also be required to pay the Rental Company any Product grant included in the Agreement that the Rental Company is obliged to repay to the government. The aforementioned payments and costs will not be payable if the new occupant or owner of the Property takes over the Agreement or enters into a subsequent rental agreement for the Product with the Rental Company.
- 12.11 If, for any reason, the Renter does not return the Product to the Rental Company when the rental period ends or is terminated, the Renter will owe the Rental Company an amount equal to the residual value of the Product.

### **13. The right of withdrawal of the Consumer**

- 13.1 The Consumer will be able to terminate a distance Agreement within a 14 (fourteen) day cooling-off period without giving a reason.
- 13.2 The cooling-off period of 14 (fourteen) days will start from the date on which the Agreement is concluded.
- 13.3 The Consumer will be able to terminate the distance Agreement via the Model Form appended in Schedule I of these General Conditions, or by means of another unequivocal statement (for example, by post or e-mail).
- 13.4 If the Consumer terminates the Agreement, he/she will immediately - in any event no later than 14 (fourteen) days after the date on which the Rental Company received the cancellation notice - receive a refund of his/her payments, including delivery costs.
- 13.5 The Rental Company will refund the Consumer via the same means of payment the Consumer used for the original transaction, unless the Consumer expressly agrees to a different means of payment.
- 13.6 Unless agreed otherwise in writing, the Consumer will be required to put the Rental Company in a position to immediately retrieve the items supplied, but in any event within 14 (fourteen) days of the date on which the termination statement is issued.

### **14. Liability**

- 14.1 The Rental Company will be liable for any losses the Renter sustains if these losses are the direct consequence of a failure that is attributable to the Rental Company.
- 14.2 Any liability of the Rental Company will be limited to the amount that the insurer of the Rental Company pays out in the case in question. If the insurer does not pay out for whatever reason, the liability of the Rental Company will be limited to three times the annual payment due, , subject to a maximum of €5,000.
- 14.3 A threshold amount of €50 will apply for the compensation of property damage by the Rental Company to the Renter. If the threshold amount is exceeded, the excess will be compensated as well.
- 14.4 The Rental Company will not be liable for any damage to items used in the exercise of a business or profession, damage as the result of a business interruption or inability to exercise a profession, including a loss of profit and (other) indirect damage or consequential damage.



- 14.5 If changes have been made to the Property that were necessary for the installation or other work on the Product, these changes will not be considered to be damage and it will not be possible to hold the Rental Company liable for them.
- 14.6 The exclusion and limitation of liability on the part of the Rental Company will also apply to employees of the Rental Company and (employees of) a third party that the Rental Company has engaged.
- 14.7 The exclusion and limitation of liability on the part of the Rental Company will not apply in the event of intentional or deliberate recklessness on the part of the Rental Company or its executives or if the acts or omissions of the Rental Company result in bodily injury or death. Nor will the exclusion and limitation of liability apply if liability is the result of a defect in the Product that the Rental Company knew or should have known about when concluding the Agreement.
- 14.8 Damage will be reported to the Rental Company as soon as possible, but in any event within 4 (four) weeks of its occurrence, unless the Renter convincingly argues that he/she could not have reported the damage earlier.
- 14.9 Any claim for compensation will lapse 12 (twelve) months after the damage occurred or could reasonably have been discovered.
- 14.10 The Renter will be liable for all damage to the Product and/or the collective source, including fire damage and including the full or partial loss of the Product and/or the collective source.
- 14.11 The Rental Company will be able to request the Renter to take out and maintain certain insurance policies. The Renter will provide the Rental Company with written proof of the existence, payment and content of the insurance policies when asked to do so.

## **15. Force majeure**

- 15.1 If the Rental Company does not perform the Agreement as the result of a failure that cannot be attributed to it, the Rental Company will be able to suspend performance of all or part of the Agreement.
- 15.2 Force majeure will be deemed to include but not be limited to:
  - a) natural disasters and/or storms;
  - b) fire and other forms of destruction;
  - c) business interruptions or strikes at the Rental Company or at a third party that the Rental Company has engaged;
  - d) transport problems at the Rental Company or at a third party that the Rental Company has engaged;
  - e) supply problems with materials, raw materials and/or software;
  - f) epidemics or pandemics;
  - g) government measures;
  - h) violent or armed actions, riots, civil unrest or war;
  - i) service interruptions at utility companies, in energy supplies, in communication links or in the equipment or software of a third party that the Rental Company has engaged;
  - j) loss of (parts of) the Product and/or the management thereof at the Rental Company or at a third party that the Rental Company has engaged;
  - k) the failure of a third party on which the Rental Company depends for the performance of the Agreement to fulfil its obligations towards the Rental Company (on time);
  - l) a failure of the website of the Rental Company due to reasons for which the Rental Company cannot be held responsible, including but not limited to a cyber attack, an internet outage or any other external cause.
- 15.3 If a force majeure situation occurs, the Rental Company will notify the Renter and try to mitigate any adverse effects by taking the measures reasonably possible to expect.
- 15.4 If a force majeure situation lasts more than 3 (three) weeks, each of the Parties will have the right to terminate the Agreement.
- 15.5 If the Rental Company has already fulfilled some of its obligations when a force majeure situation occurs, or is only able to fulfil some of its obligations, the Rental Company will be entitled to charge for the part performed or to be performed.

## **16. Intellectual property rights**

- 16.1 All intellectual property rights to the Product, services, software, websites, data files, equipment, data and (technical) information or other materials like analyses, designs, documentation, reports, offers, as well as preparatory materials thereof that are developed under the Agreement or made available to the Renter will be vested exclusively in the Rental Company, its licensors or its suppliers. The Rental Company alone, respectively its licensor or supplier, will have



the right to disclose, realise and reproduce the Product, services, software, websites, data files, equipment, data and (technical) information or other materials.

- 16.2 The Rental Company will guarantee that the Product or services it provides do not, as such, infringe any Dutch industrial or intellectual property rights of third parties.
- 16.3 Any intellectual property rights of the Renter that he/she has made available to the Rental Company under the Agreement will remain the property of the Renter.
- 16.4 The Renter will not be permitted to remove or change any indication of an intellectual property right, such as a logo or brand name on the Product and/or services supplied by the Rental Company, or on software, documentation or materials made available.
- 16.5 The Renter will not be permitted to duplicate all or part of a Product that has been produced in line with the design of the Rental Company or by a third party that the Rental Company engaged without the express written consent of the Rental Company. The Rental Company will be able to attach conditions to the aforementioned consent, including the payment of a fee.

## **17. Privacy**

- 17.1 When performing the Agreement, the Rental Company will process (personal) data about the Renter. When doing so, the Rental Company will comply with relevant privacy and data protection legislation, such as the General Data Protection Regulation (GDPR) and the Telecommunications Act (*Telecommunicatiewet*).
- 17.2 The privacy statement of the Rental Company sets out how it processes and protects data and which choices the Rental Company is able to make when doing so. The privacy statement of the Rental Company sets out which personal data the Rental Company will process, for which purposes and how. The privacy statement can be found on the website of the Rental Company.
- 17.3 The Rental Company reserves the right to amend this privacy statement at any time. The Rental Company advises the Renter to read the privacy statement regularly.

## **18. Acquisition of the Product**

- 18.1 At his/her own request, the Renter may take over the Product from the Rental Company at the fair market value to be determined by the Rental Company at the time. The Rental Company will send the Renter an offer for this purpose. The rental instalments that the Renter has paid will not be deducted from the purchase price of the Product.

## **19. Transfer**

- 19.1 If the Renter or owner of the Property in/on which the Product of the Rental Company are present wishes to transfer or divide ownership of the Property, or if the Renter wishes to move and wants to terminate the Agreement for this reason, the Renter will notify the Rental Company of this promptly in writing, if possible at least 3 (three) months in advance. The Renter will also be required to inform the next acquirer of the Property that the Product is owned by the Rental Company. If the Property is a rental property, this obligation will lie with the landlord of the Property and the Renter will vouch for compliance with this obligation as set out in Article 5.6 of these General Conditions.
- 19.2 If the Renter wishes to transfer the Agreement – to the new owner or occupier of a Property, for example – the Renter will promptly submit a written request to this end to the Rental Company. The Agreement with the new owner or occupier and the Renter to take over the Agreement must have been received and accepted by the Rental Company, completed in full and signed, before the Property is transferred or divided (or before the tenancy of the rental property is transferred).
- 19.3 If the new owner or occupier subsequently wishes to enter into a rental agreement for the Product, this agreement will be entered into before the transfer or division of the Property (or before tenancy of the rental property is transferred). In this situation, the existing Agreement to rent the Product will end when the new Agreement to rent the Product with the new owner or occupier takes effect.
- 19.4 If the Renter or owner transfers or splits ownership of the Property, the new owner or occupier will be able to agree with the Rental Company, before the transfer or split, that the Product will be bought from the Rental Company for an amount to be determined by the Rental Company. This amount will depend on the age and condition of the Product. Any costs to be incurred by the Rental Company in connection with this sale will be charged to the new owner or occupier. If the Renter buys the Product, the Agreement to rent the Product will end with effect from the time at which the Product is bought.

**20. Complaint, Disputes Committee and competent court**

- 20.1 If the Renter has a complaint about (the actions of) the Rental Company under the Agreement, he/she may submit a complaint to the customer service team ([www.duurzaamopgewekt.nl/contact/](http://www.duurzaamopgewekt.nl/contact/)) of the Rental Company, in writing or digitally. The Rental Company will handle the complaint within 14 (fourteen) days.
- 20.2 If the Renter feels that the Rental Company has not resolved a complaint properly, he/she will have the option to submit his/her complaint to the Disputes Committee ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) within 12 (twelve) months of the date when he/she submitted the complaint in question to the Rental Company. The Renter will also have the option to take his/her complaint to the competent court.
- 20.3 If the Renter opts to approach the Disputes Committee, he/she will be required to pay a complaint-filing fee. If the Disputes Committee rules in favour of the Renter and decides that the Rental Company is to reimburse the Renter for the aforementioned fee, the Rental Company will proceed to do so.
- 20.4 If the Rental Company deems it necessary to do so, it too will be able to approach the Disputes Committee or the court. If the Rental Company decides to do this, it will notify the Renter of its decision in writing or digitally. When doing so, the Supplier will ask the Customer whether he/she agrees to the assessment of the difference of opinion by the Disputes Committee. The Rental Company will also ask the Renter to submit the complaint to the Disputes Committee. If the Renter does not wish to do this, or fails to respond within 5 (five) weeks, the Rental Company will be able to take the dispute to the competent court.
- 20.5 Both the Rental Company and the Renter will be required to comply with the decision of the Disputes Committee, in line with its regulations.

**21. Applicable law**

- 21.1 The General Conditions, the Agreement and/or related agreements or other legal relations with the Rental Company, as well as any dispute with the Rental Company, will be governed exclusively by Dutch law.

**Schedule I: Model form on the right of withdrawal**

*Only complete and return this form if you wish to withdraw from the agreement.*

To:

[Duurzaam Verbonden B.V.]

Address: De Elzenhof 7e, 4191 PA Geldermalsen

E-mail address: [INVULLEN]

I/We (\*) hereby inform you that I/We (\*) am/are withdrawing from our agreement relating to the rental of the following goods/provision of the following service (\*):

Ordered on (\*)/Received on (\*):

Name(s) (\*) of the consumer(s):

Address of the consumer(s):

Signature(s) of the consumer(s) *[only if this form is submitted on paper]*:

Date:

*(\*) Delete as appropriate.*