

TECHNICAL REQUIREMENTS AND GENERAL RENTAL AND SALES TERMS & CONDITIONS (2020)

1. Orders / contracts / deals :

The Technical Requirements and General Rental and Sales Terms and Conditions are applicable to all contracts/deals between the Client and "Bulterys". The finalization of a deal implies that the Client agrees to comply to these General Terms and Conditions, regardless of any other conditions, practices or customs in use by the Client. Derogations to the present General Terms and Conditions may be accepted only with a valid written approval, duly signed by "Bulterys". In case of delays of any kind, no complaints, no damage claims nor any order cancellation would be accepted.

2. Delivery / return via "Bulterys" :

The Client is responsible to ensure permanent access to the generator(s) and other rented equipment during the contractual period and after the expiration of the contract. The parking space will have to be so designed as to bear the weight of the movable crane and the tanker (between 12 and 26 tons). All costs incurred deriving from an inadequate access (e.g. tow truck) will be charged to the Client.

"Bulterys" has its own transportations capabilities – therefore "Bulterys" does not have to rely upon any external carrier's help. This enables "Bulterys" to react promptly, for instance, in case of emergencies. Delivery times are in no circumstances formally guaranteed, even when the date or time have been confirmed in writing.

3. Delivery / return via The Client :

The Client shall collect and return small generators (less than 20 KVA) directly to "Bulterys" workshop in Schaerbeek. Any other generator collected by the customer will be brought by the latter to the Bulterys workshops.

The equipment is to be returned to "Bulterys" in the same condition and packaged as when it was collected. Otherwise, a fee equal to 10% of the rental value will be applied, with a minimum of 25 euros.

4. Maintenance of the generators :

"Bulterys" provides periodic and preventive maintenance for its rented generator sets and for generators belonging to third parties. The maintenance takes place by appointment, in our workshops, at the customer or on site.

5. Fuel :

The only fuel oil (gasoil) authorized is the I&C one (for Industrial and Commercial use), quality norm EN-590 or highway diesel fuel ; only these types of fuel can ensure an optimal service and supply security by limiting the danger of early blocking of the fuel filters.

Refueling by return of the generator : The generator(s) and the external fuel tank(s) are delivered with full fuel tanks. The additional cost of eventual refueling and the fuel consumption upon the return of the generator(s) and/or the external fuel tank(s) to our workshop will be invoiced at the official day price at the pump as indicated by the Federal Government, increased by handling costs.

Fuel Management : "Bulterys" may also take in charge the intermediate refueling in Belgium of our rented generator(s), on the Client's prior request, calculated at the daily price as in use by "Bulterys" and for a minimum of 700 liters per delivery.

The Client will ensure permanent access to the filling cap. The fuel supplier will have to remain on the public way ; the fuel pipe has a length of +/- 20 meters.

6. Choice of the electrical network :

In case different types of network should be available the Client would be fully responsible for the choice of a network. "Bulterys" should in no way be held responsible for damages resulting from any inadequate network choice. All generators provided by "Bulterys" are connected by default to TN configuration.

7. Electrical connection :

Our technicians and groupmen, are VCA and BA4/BA5 certified for generators. They are only entitled to take care of all reglementary connection works related to the "generator side". Under no circumstances, are our technicians authorized to carry out any activity/work in the power house, on the Client's transformer or more generally on his electrical installation. The Client and/or his own electrical contractor will endorse full responsibility of any such intervention.

8. Increased Service capability :

In order to increase considerably the operating security, "Bulterys" can make available generators in STAND-BY or TWIN configuration. For more information, please contact our rental department.

9. Compliance certificates / inspection of the electrical installation :

Since the temporary installation ("Bulterys") is part of the customer's installation, compliance checks as well as regulatory inspections (RGPT-ARAB art 270/271) concerning electrical installations must be carried out by and on Customer's express request.

10. Billing and payment :

Billing for rental equipment takes place every 4 weeks. All invoices are payable on receipt, unless otherwise specified and agreed in writing. The rented equipment will be billed for the entire duration of the rental period. The Client engages to inform "Bulterys", in writing, prior to the end of the rental period, of his intention to end the rental agreement.

In case the invoice is not settled in due date, a lump sum penalty of 15% will be rightfully applied on the amounts due, without formal notice, as damages claim, with a minimum of 25 euros. Default interests and eventual costs of proceedings are not included in the penalty amount charged.

Default interest, calculated at 12% per year, is due as of right, and without a formal notice being necessary, from the due date of the invoice.

11. In case of breakdown :

Should equipment breakdowns occur during the rental period, "Bulterys" engages to deploy all possible efforts to get the equipment back into operation within the shortest delays. No claims for any compensation whatsoever would be accepted for equipment being idle during the time necessary to repair the breakdown.

In case of breakdown or problem concerning any generator or other equipment picked up by the customer the latter undertakes, after telephone contact with "Bulterys", to bring the generator or other equipment to the "Bulterys" depot at his own expense. In this case "Bulterys" provides him with a similar generator or other similar equipment. All costs arising from non-compliance with these conditions will be charged to the customer.

12. Damage to power cables, power boxes and other equipment :

In the event damages to power cables / power boxes (e.g. burned or cut plug) or to other equipment occur, the price of a new cord/box or other items will be charged to the Client.

13. (Normal) working hours :

Staff services will be accounted for and billed as from the time registered at the departure from and/or return to the "Bulterys" workshop at a rate of € 55 per hour.

The standard working hours (office hours) are from 8 AM to 6 PM. The following ratios will be applicable beyond the standard working hours: from 6 PM to 8 AM and on Saturdays : 150%. On Sundays and public holidays : 200%.

14. Return of equipment :

Whatever the reason, in case the Client would not be in a position to return partly or totally the rented equipment, the Client has to provide to its replacement. The agreed rental fee is to be paid until the date of this replacement.

15. Insurance :

The Client has to insure the rented equipment against any risks generally whatever, particularly in case of loss, theft or damage to the equipment, either by his own act, or by the act of third parties.

During the whole rental period, the rented equipment will have to be insured against theft, diversion, embezzlement, vandalism, fire, flood, boiler and machinery risks.

"Bulterys" offers you to choose among the following insurance coverage options:

● Exemption of insurance included in the "Bulterys" rental package : in this case, the Client does not need to subscribe to any insurance coverage against the above mentioned risks. However, the Client accepts to pay to "Bulterys" a fee equal to 8% of the rental price of the equipment and accessories and as well as a franchise fee (own risk) of 2.500 euros per claim.

● Insurance by the Client : the Client shall subscribe to an insurance covering the rented equipment at "new value" against the above mentioned risks, i.e. he is totally responsible for the state of the equipment. In case the Client chooses this option, he will have to provide "Bulterys" with a written document proving that he subscribed to such insurance before the starting date of the rental agreement. In the event the Client cannot provide such a proof, then the fee and the franchise mentioned under point a) above will automatically be calculated and applied.

16. Disputes :

Any disputes/claims will have to be acknowledged by registered letter within 8 days. Only The Courts of Brussels are competent in case of disputes.