

GENERAL TERMS AND CONDITIONS FOR EQUIPMENT HIRE

1. Scope – Acceptance

1.1. These General Terms and Conditions of Hire (GTC) apply to all hires of professional trolleys and mobile IT equipment (hereinafter the “Equipment”) granted by LMREA (hereinafter the “Hirer”) to customers acting in a professional capacity, during their commercial, industrial, craft, professional or agricultural activities (hereinafter the “Lessee”).

1.2. Any rental order implies the Lessee’s unreserved acceptance of these GTC, which shall prevail over any terms and conditions of purchase or documents of the Lessee, unless the Lessor has given its express prior written consent to the contrary.

1.3. The specific rental terms and conditions (quotation, purchase order, contract or rental form) supplement these GTC and, in the event of any conflict, shall prevail over them.

1.4. The rental does not entail any option to purchase, promise of sale or transfer of ownership, for any reason whatsoever.

2. Orders – Quotations – Deposit – Cancellation

2.1. Rental requests are subject to a quotation or a written proposal from the Lessor, specifying the description of the Equipment, the estimated duration, the rental price, any transport costs and the guarantees.

2.2. The hire is only finalised upon the Lessor’s written acceptance (order acknowledgement, contract or signed hire form) and, where applicable, receipt of the deposit or security deposit as provided for in the special terms and conditions.

2.3. The Lessor reserves the right to make any new rental conditional upon the provision of supporting documents (Kbis extract, proof of identity, proof of address, bank details, etc.) and/or the provision of guarantees (security deposit, guarantee deposit, insurance).

2.4. Any request by the Hirer to amend or cancel an order shall only be considered if made in writing prior to the Equipment being made available and accepted by the Lessor. In the event of late cancellation, the Lessor may retain the deposit paid as a cancellation fee and/or charge a cancellation fee, the amount of which is specified in the special terms and conditions.

3. Provision – Delivery – Installation

3.1. Unless otherwise specified, the Equipment is made available to the Hirer from the Lessor’s premises or from the site specified in the special terms and conditions. The transfer of custody and risk takes place at the time the Hirer or their carrier takes possession of the Equipment.

3.2. At the Lessee’s request, the Lessor may arrange for the delivery and/or collection of the Equipment on site, at the Lessee’s expense, in accordance with the current rates. Delivery times are given for information only and any delay shall not give rise to cancellation or compensation, unless the Lessor has given a firm written undertaking.

3.3. Upon handover, the Equipment is deemed to be in good working order, fit for its intended purpose and delivered with its accessories. The Hirer is required to check the apparent condition of

the Equipment and to immediately note any reservations on the delivery or handover document. In the absence of any reservations, the Equipment shall be deemed to have been delivered in accordance with the terms of the contract.

4. Rental Period – Return

4.1. The rental commences on the date the Equipment is made available, as stated in the contract or delivery note, for the period agreed in the special terms and conditions (fixed-term or open-ended).

4.2. In the case of a fixed-term rental, the rental period shall end on the agreed date, subject to the actual return of all the Equipment to the Lessor. Any extension must be agreed in writing.

4.3. The Hirer undertakes to return the Equipment, upon expiry of the hire period, in a good state of repair, considering normal wear and tear, and after dismantling, if necessary (unless dismantling has been entrusted to the Lessor), cleaned and cleared of all contents. Failing this, the costs of repair, dismantling, cleaning or clearance shall be charged to the Hirer.

4.4. The Equipment shall be returned to the Lessor's depot during opening hours or collected on site by the Lessor if this is provided for in the special terms and conditions. Legal custody of the Equipment remains with the Lessee until the return form is signed or the Equipment is physically collected by the Lessor or its carrier.

4.5. In the event of total or partial failure to return the Equipment following a formal notice that has remained unheeded, the missing Equipment shall be invoiced to the Hirer based on its replacement value as new at the rate in force on the date of non-return, without prejudice to any additional damages.

5. Conditions of Use

5.1. The Hirer undertakes to use the Equipment in accordance with its normal intended purpose, the manufacturer's instructions, the Lessor's guidelines, and current best practice and safety regulations.

5.2. It is the Hirer's responsibility to verify that the Equipment is suitable for their needs and to comply with the maximum load limits indicated on the trolleys or in the technical documentation.

5.3. The Equipment must be operated by qualified personnel who are aware of the safety instructions. The Hirer shall not make any modifications, structural alterations or conversions to the Equipment (drilling, cutting, welding, etc.) without the Lessor's written consent.

5.4. The Lessee is prohibited from subletting, lending or transferring the Equipment to a third party without the Lessor's written authorisation. If the Equipment is used by other parties on site (subcontractors, co-contractors), the Lessee remains solely liable to the Lessor.

6. Maintenance – Breakdowns – Repairs

6.1. The Hirer is required to take care of the Equipment, to protect it from any damage, corrosion or impact, and to carry out routine maintenance (dusting, cleaning, tightening of bolted parts in accordance with the instructions, etc.).

6.2. Any fault, incident or damage affecting the Equipment must be reported to the Lessor without delay. The Lessee must cease all use of the Equipment if it has a fault likely to compromise personal safety or the stability of the installations.

6.3. Repairs and replacement of parts necessitated by normal wear and tear shall be borne by the Lessor, where carried out by the Lessor or by an authorised service provider. Repairs resulting from misuse, overloading, impact, lack of maintenance or incorrect assembly shall be borne by the Hirer.

6.4. Any work carried out on the Equipment by a third party not authorised by the Lessor without the Lessor's prior consent shall be carried out at the Hirer's own risk and may result in the loss of any warranties that may have been provided.

7. Transport – Delivery – Return

7.1. Unless otherwise agreed, the cost of transporting the Equipment to and from the site shall be borne by the Hirer, whether the Hirer arranges this themselves or entrusts it to the Lessor, in which case a separate invoice will be issued. The party arranging the transport shall be liable for the transport operations and shall pursue any claims against the carrier.

7.2. The Hirer must make all necessary reservations with the carrier in the event of damage or missing items upon delivery, in accordance with legal procedures and time limits, and must inform the Lessor without delay.

7.3. The costs of loading, unloading, handling and any on-site installation shall be borne by the Hirer, unless otherwise specified in the contract.

8. Liability – Insurance

8.1. Legal and physical custody of the Equipment is transferred to the Hirer from the time it is made available until it is returned. During this period, the Hirer is liable for any damage caused to the Equipment (breakage, damage, theft, loss) and for damage caused by the Equipment to property or persons, within the limits of ordinary law.

8.2. The Lessee undertakes to take out, for the entire duration of the hire, insurance covering:

- their civil liability for bodily injury and property damage caused to third parties by the Equipment.
- damage to the hired Equipment (fire, water damage, breakage, theft) up to its replacement value, with a stipulation that compensation is payable to the Lessor.

8.3. Upon the Lessor's first request, the Lessee shall produce a valid insurance certificate specifying the cover provided. Failing this, the Lessor may refuse to make the Equipment available or terminate the hire, without prejudice to any claim for damages.

8.4. The Lessor shall in no circumstances be held liable for any operating losses, loss of turnover, loss of profit, disruption or indirect damages suffered by the Lessee because of or in connection with the hire, even in the event of a delay in delivery, breakdown or immobilisation of the Equipment.

8.5. In any event, the Lessor's liability is strictly limited to the amount excluding tax actually paid by the Lessor in respect of the relevant order.

9. Prices – Rental Charges – Ancillary Costs

9.1. Rental charges are quoted exclusive of tax, in accordance with the rates in force on the date of the order or as set out in the accepted quotation, for the agreed rental period. Any rental period that has commenced is payable in full.

9.2. Unless otherwise specified, rental charges are calculated per calendar day of availability, regardless of the actual use of the Equipment.

9.3. The following may be added to the rental fee, where applicable: transport costs, assembly/disassembly costs, specific maintenance services, repairs attributable to the Lessee, cleaning costs, costs of repair or replacement in the event of damage or failure to return the Equipment, as well as applicable taxes.

10. Security Deposit

10.1. As security for the proper performance of their obligations (payment of rent, return and condition of the Equipment, compensation for damage), the Lessee shall pay, upon signing the contract, a security deposit, the amount of which is set out in the special terms and conditions.

10.2. This security deposit does not bear interest and may not be offset by the Lessee against rent payments during the term of the contract. It may be retained in whole or in part by the Lessor in the event of a breach by the Lessee, without prejudice to any additional invoicing or damages.

10.3. Any balance of the security deposit shall be returned to the Lessee within a maximum of 30 days from the date of the full return of the Equipment and full payment of all sums due in respect of the hire.

11. Terms of payment – Late payments

11.1. Unless otherwise agreed, rental charges and associated costs are payable in full upon delivery of the Equipment or in accordance with the payment schedule set out in the special terms and conditions. Invoices are payable within 30 days of the invoice date, net, without discount.

11.2. In the event of late payment, the Lessor may suspend or refuse any further hire and demand the immediate return of the Equipment at the Lessee's expense, without prejudice to the application of late payment penalties at the rate provided for by law and a fixed compensation for recovery costs of €40 per unpaid invoice, in accordance with the Commercial Code.

12. Ownership of the Equipment – Prohibition on Pledging

12.1. The hired Equipment shall always remain the exclusive property of the Lessor. The Lessee shall not dispose of, transfer, pledge or encumber the Equipment, nor shall they permanently incorporate it into a building in such a way that it loses its individual identity.

12.2. In the event of seizure, claim or any action by a third party in respect of the Equipment, the Lessee must immediately inform the Lessor and take all necessary steps to ensure that the Lessor's ownership rights are recognised.

13. Personal data

13.1. While managing rental contracts, orders, invoicing and commercial follow-up, the Lessor, acting as data controller, collects and processes personal data relating to the representatives and contacts of the business tenant.

13.2. This data is processed on the legal grounds of the performance of the contract, the Lessor's legal obligations and its legitimate interest in managing its commercial relationship. It is retained for the duration of the contractual relationship, plus the statutory limitation periods.

13.3. Data subjects have the rights provided for by the applicable regulations (access, rectification, erasure, restriction, objection, etc.), which they may exercise by contacting the Lessor using the contact details provided in the special terms and conditions or the Lessor's data protection policy.

14. Termination – Early termination

14.1. In the event of the Hirer's breach of any of their essential obligations (failure to pay, improper or dangerous use of the Equipment, lack of insurance, failure to comply with safety instructions, failure to return the Equipment, etc.), the Lessor may, following a formal notice remaining unanswered for eight (8) days, terminate the hire automatically, demand the immediate return of the Equipment and invoice the hire charges due up to the date of return, without prejudice to a claim for damages.

14.2. In the event of early termination at the Lessee's initiative, excluding cases of suspension or justified failure of the Equipment, the Lessor may adjust the rate based on the actual duration of the hire and/or claim compensation equal to a proportion of the outstanding hire charges, as defined in the special terms and conditions.

15. Intellectual Property

15.1. The trademark, MOBICAR, MOOVI, furniture designs, plans, studies, visuals, instructions, catalogues and, more generally, all technical or commercial documents provided to or accessible by the Hirer remain the exclusive property of the Lessor or its licensors.

15.2. Any reproduction, communication or use of these items beyond what is strictly necessary for the use of the Equipment is prohibited without the Lessor's written authorisation.

16. Mediation – Jurisdiction

16.1. With the exception of disputes relating to the payment of rent and invoices, any dispute between the Lessor and the Lessee concerning the formation, validity, interpretation, performance or termination of the lease agreement shall, prior to any referral to the courts, be subject to an attempt at amicable conciliation within 30 days of notification of the dispute by the party acting with due diligence.

16.2. In the absence of an amicable settlement, express and exclusive jurisdiction is conferred on the courts within the jurisdiction of the Lessor's registered office, even in the event of multiple defendants or third-party proceedings, and regardless of the methods of payment.