GENERAL TERMS AND CONDITIONS FOR RENTAL AND RELATED SERVICES

1 – Purpose

These rental terms and conditions (hereinafter referred to as the "Terms") set forth the guidelines under which the Lessor provides the Client (whether a business or individual) with sanitary equipment and, where applicable, related services.

By confirming an Order Form, the Client fully accepts the General Rental Terms and Conditions without reservation.

Certain provisions clearly marked within these Terms apply only to business clients and do not concern private individuals.

2 – Definitions

Requirements: restrictions and usage criteria specified by the Client, used to determine the type and number of portable toilets to be rented, along with any related services.

Order Form: a document the Client sends to the Lessor for any equipment rental and related services. This may take the form of an approved quote (signed and stamped), the Client's own order form, and/or any written agreement (mail, fax, email).

Delivery Slip: a document that may be provided by the Lessor when the Equipment is handed over to the Client.

Client: any individual or legal entity, whether private or public, using the Equipment provided.

Rental Agreement: an arrangement between the Lessor and the Client, formalized by these Terms, which may be represented by a Purchase Order and/or a single Delivery Slip and/or any instance of providing Equipment.

Damage : harm caused to the Equipment during its provision. Quote : offer issued by WC Loc, part of the Enygea group, which includes a detailed description and pricing on a case-by-case basis, pending equipment availability upon order confirmation. equipment availability will be confirmed at the time of order.

Site: The location specified by the Client where the equipment will be delivered upon request.

Equipment: All equipment owned by the Lessor, clearly described and identified either in the rental agreement or on the delivery receipt, and made available to the Client in accordance with these Terms. Equipment may refer to one or more units.

Provision: The Rented Equipment can be picked up by the Customer or their authorized representative at the Lessor's premises, or delivered by the Lessor directly to the Customer's site.

Service Provider: A legal entity supplying services for the benefit of the customer

Return: The Customer or their representative brings back the Equipment to the Lessor's location and/or the Lessor collects it directly from the Customer's site.

3- Terms and Conditions for Providing the Equipment

Reserving Equipment with a Purchase Order that has not yet been accepted by the Lessor does not guarantee the Customer the date of Provision, which is only an estimate given by our team or on our website, and depends on Equipment availability.

If the Customer is an Individual: To guarantee fulfillment of the contract, WC Loc, part of the Enygea group, reserves the right to require certain documents (such as a photo ID or proof of address), which may be kept on file, and to request a financial deposit. This deposit can be provided by any method accepted by WC Loc, group Enygea, may be cashed at any time without prior notice, and will be refunded after all payments are settled and the rented property is returned in good condition. The financial deposit does not limit the renter's financial responsibility, which may extend beyond this amount.

3.1 Equipment

- All rented equipment is provided to the Client clean and in compliance with applicable regulations, safety standards, and hygiene requirements.
- Any dispute regarding the equipment must be submitted in writing to the Lessor within the first four business hours following delivery.
- If the Client is not present at the time of delivery, they must notify the Lessor in writing of any concerns, visible defects, or discrepancies with the order within half a day after delivery.
- If no such notice is given, the equipment is considered to meet the Client's requirements and to be in perfect working order.
- Upon request by either party, a joint inspection report may be drawn up.
- The quantity of equipment supplied must be appropriate for the expected site traffic. The Lessor will advise the Client on this matter based on their expertise.

3.2 Availability

- Availability refers to handing over the equipment to the Client for the duration of the rental period.

- The Equipment, under all circumstances, remains the sole property of the Lessor.
- The Client agrees to take responsibility for the specified Equipment at the time it's made available, and to safeguard it until it is returned to the Lessor—which may include a period when the Equipment remains on the Client's premises.
- In most cases, making the Equipment available is confirmed by signing a purchase order or delivery slip.

- No condition, even if stated on the purchase order, can override the general rental terms

- The person who picks up the Equipment from the Lessor or receives it onsite on behalf of the Client is presumed to have authorization.
- If the Client requests that the Equipment be made available onsite at a time when signing the Rental Agreement or Delivery Note is not possible, such availability constitutes full and unconditional acceptance of the Equipment and these Terms and Conditions, even if the Rental Agreement or Delivery Note is not signed. If the Client is not present onsite at the agreed time, the Lessor also reserves the right not to leave the Equipment.

3.3 Equipment Transportation

- The Client is responsible for all costs related to transporting the Equipment, both when it is made available and when it is returned to the Lessor.
- The Client may, however, request that the Lessor handle transportation, in which case the Client will be responsible for the associated costs.
- The party who carries out or arranges the Equipment's transport assumes responsibility for it.
- The party handling loading, unloading, and securing the Equipment is responsible for those actions.
- Anyone assigned to load or unload the Equipment must, if required, have their employer's authorization to operate the Equipment.
- If any damage or loss is observed when the Equipment arrives, the recipient must immediately make the necessary legal notifications to the carrier and inform the other party so appropriate measures can be taken and insurance claims can be filed within the required time frame.
- If the Client is not present at the delivery site at the agreed time and, as outlined in 3.2 above, the Lessor chooses not to leave the Equipment, all transportation (outbound and return) and handling fees will still be charged to the Client.
- Delivery, pickup, and service times are provided as estimates only. The Lessor will make every effort to meet the Client's requested schedule for delivery and pickup. However, the Lessor cannot guarantee delivery, pickup, or servicing at fixed times.
- The Lessor cannot be held liable for any delays in making the Equipment available or in delivery due to circumstances beyond its control, such as inclement weather, extreme cold, regulatory changes, transport delays, late returns from previous rentals, force majeure, strikes, or any direct or indirect consequences thereof affecting the Client or third parties. No compensation will be owed in these cases.
- At the end of the Rental Agreement, the Lessor has up to 72 business hours to retrieve the Equipment for return, during which time the Equipment remains under the Client's responsibility.

4 – Equipment Custody and Usage Guidelines

4.1 Equipment Responsibility

- The Client is responsible for the rented Equipment from the moment it is made available until it is returned to the Lessor. This includes any downtime the Equipment may spend at the Client's site, such as for assembly or disassembly when needed.
- This rental agreement is personal to the Client. Whether on the same site or a different one, the Client is strictly prohibited from subleasing or lending the rented Equipment without the Lessor's written consent. Likewise, the Equipment may not be moved from the location specified in the Rental Agreement without prior written approval from the Lessor.
- If the Equipment is used in any way that differs from its intended purpose or from what was declared by the Client, the Lessor may immediately terminate the rental, demand the Equipment's return, and charge the Client for any resulting damages caused by such misuse.
- The Client is strictly prohibited from transferring, pledging, assigning as collateral, subleasing, or otherwise disposing of the Equipment in any way. Should a third party attempt to assert rights over the Equipment, the Client must notify

The Renter must be notified immediately in writing. If the Client fails to comply with this obligation, they will be held liable for any damages that may result for the Renter.

- Property tags and markings on the Equipment must not be removed or altered by the Client. The Client is also not permitted to add any labels or marks to the Equipment without the Renter's prior written consent.

4.2 Network Connections and Hookups

- Water supply and wastewater connections are the Client's responsibility, though the Client may request the Loueur to handle these under their own responsibility and at their own expense. The Loueur's written approval must be obtained prior to the provision of the Equipment.
- In such cases, it is assumed that the networks are available, accessible, and located within 5 meters of the Equipment's position.
- Regardless, the Client must ensure that the networks are compatible with the technical specifications of the rented Equipment and can handle the expected effluent volumes. The Client must complete any required steps with the relevant authorities to obtain authorization for possible connections and/or for the Loueur's hydro-cleaner trucks to discharge into the sanitation networks. The Client must provide the Loueur with exact network locations, and the Loueur will not be liable if the Client fails to carry out the necessary prior procedures.
- The Client is always responsible for protecting the connections (such as pedestrian or vehicle crossings, or freeze protection). The Client may request the Loueur to handle these protections, but this must be requested before the Equipment is made available and explicitly accepted by the Loueur, with all costs and responsibility remaining with the Client.
- When installing and positioning mobile structures, the Client must arrange for supports and prepared ground areas, especially for water drainage.
- These tasks, if performed by the Loueur, are not covered by any warranty.

5- Site where the equipment is installed

- The Equipment may only be used at the Site specified by the Client and listed in the Order Form. Any change of location requires prior written agreement from the Loueur. If this condition is not met, the Rental Contract may be terminated automatically by the Loueur, and the Client will not be entitled to claim any compensation. The Loueur is not responsible for any incidents affecting the equipment or third parties during moves, whether authorized by the Loueur or not.
- Access to the Site will be freely granted to the Loueur or their representatives during the Equipment rental period. The Client is responsible for obtaining any necessary access permits and providing them to the Loueur.
- The Client is responsible for ensuring the designated Site is stable and level, accessible without restriction to delivery vehicles, and that loading and unloading activities can be carried out smoothly.

- The Client must ensure that service and waste collection vehicles can access the Equipment without any restrictions.

- The Client will be responsible for any costs that arise from difficulties with access, approach, maintenance, repair, replacement, delivery, emptying, or retrieval of the Equipment.

6 – Equipment Maintenance and Monitoring of Equipment

6.1 Client Obligations

The Client must check the condition and proper operation of the Equipment daily.

- The Client must immediately notify the Lessor by phone and in writing of any issues observed. The Client agrees to use the Equipment only for its intended purpose.
- The Client will take all necessary steps to ensure that legal safety regulations and the manufacturer's instructions are followed. The Lessor assumes no responsibility in this regard.
- The Client must also ensure compliance with the legal requirements set out under Article R. 4228-13 of the French Labor Code, as an employer if applicable, specifically the obligation to clean the inside of the Equipment daily.
- The Client agrees to use the Equipment as it was designed and in accordance with the guidance provided by the Lessor.

6.2 Responsibilities of the Lessor

- The Lessor agrees to provide Equipment that is suitable for its intended use.
- During the rental period, maintenance and other services related to the Equipment may be handled by the Lessor, provided the Client requests it under the terms specified in Article 7 below.
- No matter what services are provided by the Lessor, its personnel's role is limited to their expertise and will in no way diminish the Client's responsibilities, especially regarding safety.
- If an accident occurs, the Lessor cannot be held liable for any compensation—whether for injury to third parties, repairs to the Equipment, damage to any building or property, or for any work stoppage resulting from such incidents.

7 – Service Provisions

- When placing an order, the Client may also request that the Lessor perform specific service tasks—even if the Client is not renting any equipment from the Lessor. The Lessor may agree to provide these services, including on equipment that does not belong to them.

- The main services offered by the Lessor include emptying and cleaning of sanitation equipment. Additionally, the Lessor can provide specialized services such as supplying consumables in restrooms, refilling water tanks, or even assigning a cleaning attendant—either male or female—for frequent maintenance of equipment, for example, during special events.

- The primary equipment emptying and cleaning services are available to the Client on a weekly basis, depending on both the Client's and Lessor's dedicated team's availability. These services can also be performed at any other time upon the Client's written request, sent to the Lessor at least 48 business hours before the desired service date.

- Service schedules are determined by the provider's routes; therefore, no specific intervention date and/or day can be guaranteed to the Client, or may only be provided as an estimate.

- The Provider cannot be held liable for delays arising from circumstances beyond their control, including but not limited to severe weather, extreme cold, regulatory changes, transportation delays, force majeure events, or strikes, nor for any direct or indirect consequences to the Client or third parties. No compensation will be owed for such delays.

- The Client agrees to ensure that the equipment for which service has been requested is freely accessible, with a clear path for the Provider's waste removal trucks, and positioned no more than 7 meters from the truck for proper completion of the requested service.

- If, against instructions, the Client moves the Equipment without authorization and fails to inform the Provider in writing at least 48 business hours before the scheduled service, the Client will automatically owe a penalty of €50 (fifty euros) excluding tax per relocated item, in addition to any other penalties the Provider may impose as per these terms.

- Completion of this service by the Provider is confirmed, or through digital geo-equipment geolocation by the rental team on the equipment that's received service. If the Client isn't on site when these services are provided, these records serve as proof of proper completion of services by the rental provider.

8 – Rental Period

- The rental period is specified in the Rental Agreement. In any case, it begins on the day the Equipment is made available and ends when it's returned to the rental provider. Therefore, the contract duration also covers any agreed downtime of the Equipment at the Client's site, which may include assembly and/or disassembly periods, right up to its actual return.

- For "construction site" rentals, the minimum rental period, starting from the date of availability (unless otherwise agreed with the rental provider), is:
    - 14 (fourteen) days for standalone or connectable cabins and for a mobile living base ;
    - 1 month for a pod or module rental.
- If you need to extend the original rental period, both parties must sign a written agreement no later than 48 business hours after the originally scheduled return date. If this is not done, the rental will automatically renew for the same length as the previous term.
- For open-ended rentals, the minimum rental period will always cover the entire duration of the project. This means the Client cannot cancel the Rental Agreement with the Lessor before the project is complete—especially if planning to rent similar equipment from another provider—unless they reimburse the Lessor for any discounted rates granted based on the expected project length.

- For open-ended rentals, and as long as the Client fulfills their commitment to rent the equipment for the full project duration as outlined above, they may end the Rental Agreement by giving the Lessor at least 24 hours' notice. After the contract ends, the Lessor has 72 business hours to pick up the equipment, during which time the Client is still responsible for it.

9 – Equipment Rental Rates and Associated Services

- The rental price for Equipment is based on the rental period and/or the performance of related services provided by the Lessor, as outlined in the Rental Agreement. If not specified, the applicable rate is that shown on the Lessor's current price list. Pricing may be set per calendar day, week, or month. If the pricing terms are governed by a schedule issued by the Lessor and formally accepted by the Client as an annex to the Rental Agreement, only the rental duration will be stated on the Order Form and/or quote.
- Any additional services covered in these terms, such as delivery and return of Equipment, setup, or regular maintenance like emptying and cleaning, will be billed according to the current rates.
- Billing conditions for these services are specified either in the Rental Agreement, the price list, or these Terms and Conditions.
- The same applies to any insurance related to the Equipment that the Client chooses to purchase.
- Unless otherwise agreed in writing for a limited period, the Lessor reserves the right to change its rates without prior notice.

9.1 Indexation Clause

- The rental fees and services offered by the Lessor will be adjusted twice a year, on January 1 and July 1, according to the following revision formula :

$$P = Po \times [0.25 + 0.35 \times (M/Mo) + 0.25 \times (S/So) + 0.10 \times (V/Vo) + 0.05 \times (G/Go)]$$

The revision coefficient used will be rounded to the nearest ten-thousandth.

P=Updated price excl. tax as of the revision date.

Po = Initial price excl. tax agreed in the contract.

M = Labor Index as determined in the month of the index revision: "Labor Cost Index – salaries and contributions" for water, wastewater, waste management, and depollution activities, published quarterly by INSEE (NAF rev.2 section E), base 100 in 2012, ID 001565144 (for reference, index 2018Q2: 105.9).

Mo = Labor Index for this index from the previous year.

S = Services Index as published in the month of revision of the following index: "INSEE Services Index" published monthly on the CNR website and by INSEE, ID 001769685 (for reference, index 09/2018: 103.38).

So=Services Index for this index at the month the contract was established.

V = Vehicle Index as determined in the month of revision of the following index: "CNR REG Carrier Index" published monthly on the CNR website (for reference, index 09/2018: 137.63). **Vo** = Vehicle Index for this index at the month the contract was established.
G = Diesel Index as determined in the month of the index revision: "Average Monthly Diesel Price Index" published monthly on the CNR website (for reference, index 09/2018:
1.2323).

Go = Diesel Index for this index for the month the contract was established.

10 – Return of Equipment

- The Client agrees to return the Equipment to the Lessor on the date specified in the rental agreement. If the Client has requested that the Lessor handle transportation for the return, the Client must ensure the Equipment is accessible and fully disconnected to allow for pick-up.
- If the Equipment is not available or accessible on the scheduled return date, the Client will be responsible for any empty transport costs, and the rental period will automatically be extended until the Equipment is available, resulting in additional rental charges.
- After the return of the Equipment, if necessary, an "incident report" and repair estimate will be sent to the Client within 48 business hours. If the Client does not submit a written dispute within 72 business hours of receiving the estimate, restoration costs will be billed immediately.

11 – Payment Terms

11.1 Invoices & Payment Terms

- Unless other arrangements have been made with our sales or accounting team, full payment of the total amount, including tax, shown on the purchase order is required on the day of the order. If a security deposit is required, it must be included with the payment and made by check.
- Depending on the type of rental agreement (construction site or event), all invoices will be sent to the Client by the Lessor at the end of the rental period or at various intervals during the contract, based on its length, and this is separate from any invoice relating to a deposit.
- Invoices are payable upon receipt, unless otherwise agreed.
- If an invoice is not paid by its due date, the Lessor reserves the right to terminate all ongoing rental contracts and reclaim the rented Equipment, wherever it may be, at the Client's expense, with no claim of wrongful termination possible, and/or to suspend performance of its services.
- If an invoice is not settled on time, the full outstanding balance owed by the Client to the Lessor becomes due immediately, and any special terms granted are automatically revoked.
- No discount is applied for early payment of an invoice.

11.2 Late Payment Interest

- Any invoice not paid by its due date will incur late payment penalties calculated at the ECB rate plus 10 points, along with all collection costs.
- In addition to late payment interest, a flat-rate recovery fee is payable by any professional in arrears. This fee is set at €40 per overdue invoice (Decree of October 4, 2012). If collection costs exceed this amount, the creditor may seek additional compensation without justification.
- As a penalty clause, the Lessor reserves the right to add to the late payment penalties a fee of 15%, with a minimum of €100 before tax, for transferring the matter to legal proceedings, without prejudice to any other legal costs if necessary.

11.3 Down Payment

- All equipment rentals require a down payment to the Lessor, based on the estimated amount of the Rental Agreement, unless otherwise agreed with the Client. This down payment will be deducted from the final invoice(s), depending on the amount, under the Rental Agreement.
- The Lessor determines the down payment amount at their sole discretion. The amount is based on the type of equipment rented and/or the services requested by the Client.

11.4 Security Deposit

- All equipment rentals require a security deposit to the Lessor, with the amount specified in the Rental Agreement. This deposit must be paid before the equipment is made available.
- The deposit will be returned to the Client no later than two months after the equipment is returned in perfect condition, provided all payments due under the Rental Agreement have been made. If invoices remain unpaid at their due date, the Lessor may deduct the required amounts from the deposit, after notifying the Client, in particular by certified mail (LRAR).
- Any repair costs necessary to restore the equipment may also be deducted from the security deposit if applicable.
- If the Rental Agreement is terminated by the Client as outlined in these terms, the security deposit will be used to cover any outstanding amounts due under the Rental Agreement.

12 – Duties and responsibilities of the parties

12.1

The Client is legally responsible for the rented equipment for the entire period it is made available until it is returned. This may include periods when the equipment is held by the Lessor for assembly or disassembly. The Client's responsibility applies, except where otherwise specified, particularly regarding transportation.

- The Client is released from responsibility for the Equipment :
  - During repairs initiated by the Lessor, or in the event of theft, on the day the police report is filed with the proper authorities.
  - The Client must provide the Lessor with a copy of the police report.
  - In case of loss, on the day the Client informs the Lessor of the incident.

- The Client is responsible for how the rented Equipment is used, including consideration of ground and subsoil conditions, public regulations, and environmental requirements.

12.2

The Client may not:

- Use the rented Equipment for any purpose other than its intended use. Operate the Equipment under conditions different from those agreed upon in the rental contract.
- Violate safety standards required by current regulations, the manufacturer, and/or the Lessor.
- Move the Equipment without prior notice to and authorization from the Lessor.

12.3

The Client cannot be held liable for damages resulting from hidden defects in the rented Equipment or from wear that is not visible and makes the Equipment unsuitable for its intended purpose.

13 – Damages caused to third parties (civil liability)

13.1 Third-Party Liability

The Client agrees to maintain "Business Liability Insurance" and/or "Automobile Liability Insurance." for damages to the Equipment caused by a third party.

The Renter is responsible for any damages to the rented equipment caused by themselves or a third party.

13.2 Liability for the Equipment

The Client is liable for any damage to the Equipment while it is under their legal care, regardless of the cause.

13.3 Client Obligations

- The Client agrees to notify the Lessor of any accident involving the equipment, or caused by it, within 48 hours by registered mail with delivery confirmation, so that the Lessor may submit a claim to their insurer within five days.
- Within 48 hours, in the event of personal injury, theft, or damage due to vandalism, the Client must file a report with the police, specifying the circumstances, date, time, location, and equipment identification, then send all ORIGINAL documents (police reports, gendarmerie reports, bailiff statements, etc.) to the Lessor within 48 hours of their issuance.
- If the Client fails to report or is late in reporting, they remain responsible for any resulting consequences.

14 – Damage to rented equipment (machinery breakdown insurance, theft…)

14.1

If damage occurs, the Lessor requests that the Client complete a joint inspection report within five business days.

In the event of an accident or any other incident, the Client agrees to:

- Take all necessary steps to protect the interests of the Lessor or the Lessor's insurance provider,
- Notify the Lessor (the office that issued the contract) within 48 hours by registered mail with delivery confirmation,
- In case of personal injury, theft, or vandalism, file a report with the police within 48 hours, detailing the circumstances, date, time, location, and equipment identification,
- Send all ORIGINAL documents (police reports, gendarmerie reports, bailiff statements, etc.) to the Lessor within 48 hours of their issuance.

14.2

The Client can cover their liability for damages to the rented equipment in three different ways:

- **14.2.1** By independently taking out an insurance policy of their choice that covers the rented Equipment.

- This insurance may be specific to the Equipment in question or an annual policy covering all equipment rented by the Client. It must be obtained no later than the day the Equipment is made available and remain valid throughout the rental period.

- The Client is required to inform the Lessor of such insurance coverage. At the beginning of the year, or at the latest when the Equipment is provided, the Client must provide proof of insurance for the relevant contract. This must include confirmation from the insurer to pay any compensation directly to the Lessor, the policy reference, coverage amounts, and deductibles.

- Any limits, exclusions, or deductibles specified in the Client's insurance policy are not enforceable against the Lessor.

- If the Equipment is damaged, the Client and their insurers waive any claims against the Lessor and the Lessor's insurers.

14.2.2

By agreeing to the "Machine Breakdown" coverage, the Client accepts the Lessor's waiver of claims through the Lessor's insurer, subject to an additional fee.

- In this case, the Lessor must clearly inform the Client about the exact scope of the coverage, including: guarantee amounts, deductibles, exclusions, and the specific terms of the insurance waiver against the Client.
- Any limitation not stated in the contract cannot be enforced against the Client.
- The terms of the Lessor's waiver of claims are detailed in Article 14.4 below.

14.2.3

Remaining self-insured is permitted, subject to approval by the Lessor.

- If the Lessor does not approve, the Client must either: obtain insurance covering the rented Equipment under the terms outlined in Article 14.2.1; or accept the Lessor's conditions as set out in Articles 14.2.2 and 14.4.

14.3

If the Client insures the Equipment through a company of their choosing or with their own funds, damages are assessed as follows:

- For repairable Equipment: based on the repair costs (including necessary transportation fees),
- For Equipment that cannot be repaired or is stolen: the Client will be billed for the full amount of damages up to the replacement value excluding tax, including necessary transportation fees,
- As well as any losses due to downtime and intangible damages incurred. Compensation to the Lessor, outside the scope of Article 14.4
- In the event of damage, theft, or loss of Equipment, the rental agreement ends on the date the Client's claim is received.
- Compensation for the Equipment by the Client in favor of the Lessor must be provided without delay, based on the replacement value of new Equipment as of the date of the incident (catalog price), with a depreciation deduction of 10% per year, capped at 50%. For Equipment less than one year old, depreciation is calculated at 0.83% per month.
- Payment made by the Client does not result in the sale of the damaged Equipment, which remains the exclusive property of the Lessor.
- The Lessor alone decides whether to repair or not. The Client may pursue claims with their insurance company afterward.

14.4 Equipment Damage & Theft Coverage

In accordance with Article 14.2.2, the Lessor offers the Client a waiver of recourse under the following terms:

14.4.1 Scope of Coverage

Damage to Equipment: covered when used under normal operating conditions.

For example, coverage includes: accidental, sudden, and unforeseeable breakage or destruction; damage from falls or intrusion of foreign objects, not related to liability on the road; flooding, storms, and other natural events, except earthquakes and volcanic eruptions; electrical damage, short circuits, power surges; fire, lightning, explosions of any kind; and damage from falling aircraft.

Theft: when the Client has taken basic protective measures such as using chains, anti-theft devices, padlocks, wheel clamps, removing the tow bar, etc.

Outside normal operating hours: Equipment is locked up and parked in a secured area, with all keys and documents kept separate from the Equipment.

Geographical scope: Mainland France.

14.4.2 Exclusions

If an exclusion applies, the rules in section 14.3 are enforced. The following are not covered under the guarantee in section 14.4.1:

- Damage resulting from improper use of the Equipment,
- Damage due to gross or intentional negligence, or failure to follow manufacturer instructions,
- Damage caused by unqualified or unauthorized personnel,
- Flat tires, removable parts, windows, lights, first aid kits, food warmers, hot plates, water tanks, refrigerators, stools, trash bins, etc.
- Theft when the Equipment is left unattended or unprotected, loss of the Equipment,
- Issues stemming from acts of vandalism like graffiti, when such issues are repeated and no longer fit the definition of an accidental, sudden and unforeseeable event,
- Transport operations and related activities (crane work, towing, etc.), even if done by the Lessor at the Client's request,
- Damage to Equipment in transit or while being transported due to failure to observe bridge clearance heights and/or traffic codes,
- And any resulting business interruption or intangible losses, which always remain the responsibility of the Client.
- The Lessor reserves the right to seek recourse against the responsible third party or their insurer.

14.4.3 Pricing

General case: Pricing ranges from 8% to 12% of the base rental rate per day, including weekends and public holidays, depending on the equipment rented.

14.4.4 Maximum coverage limit under the Lessor's insurance:

100 000 euros per claim.

14.4.5 Deductibles

Portion payable by the renter:

- Damaged equipment: 20% of the total repair cost, with a minimum of 50 euros before tax,

Out-of-service or stolen equipment: 20% of the replacement value for new equipment (catalog price), with a minimum of €250 before tax.

14.5

Damage insurance for mobile equipment (trailers, caravans), required for all rentals.

Coverage:

- Physical damage to Equipment,
- Theft of Equipment when locked.

Pricing: The insurance fee is set at 12% of the standard rental rate for mobile units Client's share of liability:

For any road accident where you are at fault, share fault, or if no other party is identified, the deductible is: 2,500 euros excluding tax.

For damage to the Equipment while in use, the client's deductible is determined according to the rules outlined in section 14.4.4 above. Additionally, the insurance does not cover:

- Damage to Equipment resulting directly from failure to respect underpass heights and/or traffic regulations,
- Inadequate or missing safety markings when Equipment is placed on roads, cycle lanes, or pedestrian paths,
- Loss or theft of personal belongings of client's employees.
- Any consequences from violating traffic laws remain the client's responsibility. In the event of a fine, any deposit fees the Lessor must pay to protect their rights will be billed to the client at cost, plus an additional 50 euros excluding tax per fine for administrative processing.

14.6 Validity

The Client must fulfill all contractual obligations to take advantage of the coverages described in articles 14-4 and 14-5, especially the reporting duties in article 14-1. Otherwise, the Lessor reserves the right to refuse or cancel these coverages during the rental period.

14.7 Loss of Business Income

As a rule, direct or indirect loss of business income, as well as intangible damages, are not covered by any of the above-mentioned insurance policies and will always remain the responsibility of the Lessee.

15 – Termination

15.1 Failure of Either Party to Meet Their Obligations

- If the Client fails to comply with the Conditions, especially those regarding equipment use, or does not pay amounts due to the Lessor by the agreed deadline, the Rental Agreement will be terminated at the sole fault of the Client after five business days from the date the Lessor sends a formal notice that goes unanswered.
- In such cases, the Client must return the Equipment or allow the Lessor to collect it, with all obligations related to the return of Equipment as outlined herein remaining in effect.
- If the Equipment is not presented or returned as required, the Lessor may bring the Client before a commercial court of their choosing to order the immediate return of the rented Equipment and all accompanying documents.
- Additionally, the Client shall pay the Lessor a sum equal to the remaining amounts due under the Rental Agreement from the effective date of Equipment return, plus a penalty fee equal to 10% as a fixed but non-releasing indemnity, without prejudice to any other damages or claims.

The Client is also entitled to terminate the rental agreement if the Equipment, in the event of non-compliance or malfunction, has not been repaired or replaced within a full business day following receipt of the Client's written notice to the Lessor, without being liable for any penalty.

15.2 Cancellation Terms

If the client cancels for any reason, the services cannot be rescheduled and the following non-refundable contractual cancellation fees will apply, minus any deposits already paid, which remain with the lessor:

- If canceled between 0 and 5 days before delivery: 100% of the quoted price, including tax
- If canceled between 6 and 20 days before delivery : 70% of the quoted price, including tax
- If canceled between 20 and 60 days before delivery: 40% of the quoted price, including tax

15.3 Indivisibility

- If the Client has entered into multiple rental agreements with the Lessor or with other companies in the ENYGEA Group or with WC Loc, all such contracts will be considered indivisible. Therefore, the termination of any one contract will automatically result in the termination of all others.

16 – Taxes and fees

By explicit agreement, any taxes that may be owed relating to the rented equipment, along with all costs and fees associated with the rental contract or resulting from it, are the sole responsibility of the Client.

17 – Jurisdiction and competence

Unless otherwise stated in the rental contract, any dispute between the parties will be brought before the Lille Commercial Court.