

## General Terms and Conditions

### 1. Definitions

For the purpose of these General Terms and Conditions, the terms below are defined as follows:

- (a) Equipment: every item of equipment, part of an item of equipment, accompanying products, replacement and every other article or object leased on the basis of the Lease Agreement;
- (b) Lessee: the natural person or legal entity that leases the Equipment from Pon Energy Rental; this term includes the (legal) successor(s) of the Lessee or the natural person or legal entity that has another form of contractual relationship with Pon Energy Rental;
- (c) Term of the Lease: the period set in the Lease Agreement during which the Lessee leases the Equipment from Pon Energy Rental;
- (d) Lease: the lease amount for the Equipment supplied in accordance with the Lease Agreement and in observance of these General Terms and Conditions;
- (e) Location: the place to which the Equipment has been or must be delivered, in accordance with the instructions of the Lessee;
- (f) Lease Agreement: the agreement concerning the lease of the Equipment (including any appendices) contracted between Pon Energy Rental and the Lessee, to which these General Terms and Conditions apply, as well as any additional conditions;
- (g) Parties: 'Pon Energy Rental' and 'the Lessee' jointly;
- (h) Pon Energy Rental: the natural person or legal entity that leases the Equipment to the Lessee or (one or more of) the companies affiliated to Pon Energy Rental in a group, as well as their successors by virtue of law or under universal title, as specified in the Lease Agreement;
- (i) Legislation: all national laws or by-laws or regulations, including amendments to or replacements of these;
- (j) General Terms and Conditions: these General Terms and Conditions of Pon Energy Rental.

### 2. Applicability

- (a) These General Terms and Conditions apply in full to all requests for information, offers, orders and agreements, including the Lease Agreement, pursuant to which Pon Energy Rental leases the Equipment.
- (b) Any general terms and conditions of the Lessee or a third party, of any name or description, shall not apply and are hereby explicitly rejected.
- (c) If a provision of these General Terms and Conditions proves to be null and void, is declared null and void or otherwise proves to be null and void or invalid in law in other ways, the other provisions of these General Terms and Conditions shall remain in effect. The Parties shall replace the provision(s) that are null and void or have been overturned by legally valid provision(s), as far as possible with the same purport as the provision(s) that has/have been declared null and void or overturned.
- (d) In the event of a conflict between provisions of the Lease Agreement and provisions of these General Terms and Conditions, the provisions of the Lease Agreement shall take precedence.
- (e) The Parties may derogate from these General Terms and Conditions or the Lease Agreement only by means of a written record of the derogation that is legally signed by the Parties.

### 3. The contracting of an agreement

- (a) Offers sent by Pon Energy Rental are entirely without obligation, are valid for 14 days and do not commit Pon Energy Rental unless the offer itself explicitly states otherwise.
- (b) A Lease Agreement is contracted on the acceptance by the Lessee of a quotation or offer issued by Pon Energy Rental, even if the quotation or offer issued by Pon Energy Rental does not comply with the specifications laid down by the Lessee. Every quotation or offer issued is made subject to the availability of the Equipment.

### 4. Delivery and commencement of the Term of the Lease

- (a) Pon Energy Rental shall deliver the Equipment on the delivery date and at the Location laid down in the Lease Agreement. The Term of the lease commences on the departure of the Equipment from the Pon Energy Rental location, unless another date is agreed in the Lease Agreement. The Term of the lease ends when the Equipment of the Location has arrived at a location designated by Pon Energy Rental or on the termination date shown in the Lease Agreement, in as far as this is later.
- (b) The Lessee is liable for payment of the Lease from the commencement date of the Term of the lease.
- (c) Dates or terms referred to in the Lease Agreement or these General Terms and Conditions are not final terms unless explicitly provided otherwise.
- (d) Pon Energy Rental is not liable to the Lessee for damage resulting from delays in delivery unless the delayed delivery is the result of

malicious intent or gross negligence on the part of Pon Energy Rental. If Pon Energy Rental cannot comply with any conditions of the Lease Agreement or these General Terms and Conditions due to *force majeure*, Pon Energy Rental will likewise owe no compensation to the Lessee. '*Force majeure*' is deemed to refer to every circumstance beyond the control of Pon Energy Rental of a nature such that compliance with the Lease Agreement cannot reasonably be required of Pon Energy Rental. This includes, but is not limited to strikes, unrest, war and other disturbances, boycotts, blockades, natural disasters, epidemics, shortages of raw materials, obstruction and interruption of transport possibilities, fire, machine breakdowns, disruptions in the business operations of Pon Energy Rental, problems with suppliers and/or measures of any government institution.

- (e) If Pon Energy Rental fails to deliver the Equipment, or fails to do so on time, Pon Energy Rental will be granted a reasonable term of at least seven (7) days, within which it has an opportunity to rectify the non-delivery of the Equipment. If Pon Energy Rental is unable to make the delivery within this term, the Lessee then has the option of terminating the Lease Agreement by means of a written statement to that effect.
- (f) Subject to conditions, the Lessee has the option of cancelling Lease Agreements prior to the agreed Term of the lease. If the Lessee cancels the Lease Agreement more than seven days prior to the start of the Term of the lease, the Lessee owes 50% of the agreed lease costs and the costs incurred. If the Lessee cancels the Lease agreement within seven days prior to the start of the agreed Term of the lease, the Lessee owes the agreed Lease costs in full.
- (g) If the Lessee wishes to terminate the Lease Agreement before the expiration of the agreed Term of the lease, the Lessee nevertheless owes Pon Energy Rental the full agreed amount of the Lease.
- (h) The Lessee cannot invoke *force majeure* in relation to the provisions of this Article.

### 5. Fuel

- (a) The Equipment is delivered with a full fuel tank. The Lessee will be charged for the missing litres on the final date, at the day price for Diesel applying on that date (ULZ Heizöl).
- (b) If fuel deliveries are necessary in the intervening period, the Lessee has the option of filling the tank itself or of arranging for Pon Energy Rental to fill the tank. Pon Energy Rental will charge the day price for Diesel for this, plus a surcharge of €75 if the delivery involves less than 1,000 litres and a surcharge of €150 in the event of delivery outside office hours.
- (c) The Lessee bears the costs of damage to the Equipment through the use of unsuitable fuel.

### 6. Maintenance, repair and replacement

- (a) Pon Energy Rental will make efforts to ensure that on the commencement of the Term of the lease, the Equipment is in good condition, is functional, has been adequately maintained and complies with all conditions and provisions relating to the construction, maintenance, testing and inspections.
- (b) The Equipment shall be deemed to have been delivered in the conditions referred to in Article 6(a) above, unless the Lessee notifies Pon Energy Rental in writing, within 48 hours of the actual delivery at the Location, that the Equipment is not in the condition provided for in Article 6(a) above, accompanied by an explanation of the Lessee's observations.
- (c) After the expiration of the term referred to in Article 6(b) above, the Lessee shall immediately notify if the Equipment fails to function in accordance with the specifications notified by Pon Energy Rental.
- (d) The Lessee may not perform repairs itself or deploy a third party to make repairs to the Equipment without the explicit prior consent of Pon Energy Rental.
- (e) Pon Energy Rental shall perform all necessary repairs to the Equipment (including maintenance work) and supply any necessary replacements for the equipment at the earliest opportunity, at a time that suits the Lessee (in as far as reasonably possible and during normal working hours). If repair is not possible and the necessary replacement materials are not available, Pon Energy Rental may terminate the Lease Agreement with immediate effect, without liability to the Lessee in that regard. The Lessee remains liable for the agreed lease price during the period in which Pon Energy Rental performs repairs to the Equipment.
- (f) Every replacement of materials in or on the Equipment will result in the replacement part becoming a component or part of the specifications of the Equipment, so that Pon Energy Rental becomes the owner of the replacement part with immediate effect.
- (g) The Lessee shall grant Pon Energy Rental, the designated representatives of Pon Energy Rental or the insurers of (the Equipment of) Pon Energy Rental access to the Equipment at all reasonable times, so that they can inspect, test, alter, repair or replace the Equipment (or materials belonging to it). If the inspection cannot take place in a timely

manner because the Lessee does not grant such access, the Lessee is liable for damage to the Equipment as a result of the failure to inspect, test, alter, repair or replace the Equipment and/or parts thereof in a timely manner. If the inspection reveals damage to or defects of the Equipment that are attributable to (the use of the Equipment by) the Lessee, the Lessee shall pay the costs of the inspection and the repairs.

(h) Pon Energy Rental reserves the right to replace the Equipment by other equipment with the same specifications as those laid down in the Lease Agreement if Pon Energy Rental considers this desirable or advisable, without the Lessee being able or entitled to terminate the Lease Agreement as a result.

(i) Pon Energy Rental will not accept any reduction of the lease or other receivables in the event of a stoppage over which Pon Energy Rental does not reasonably have any control, regardless of the cause of the stoppage.

## 7. Liability of the Lessee

(a) The Lessee is fully liable to Pon Energy Rental for the loss of or damage to the Equipment, regardless of the cause of such loss or damage, arising during the Term of the lease (including, therefore, theft/loss of the equipment). This liability also applies during the period in which the Equipment is at the Location, thus including prior to the commencement of the Lease Term shown in the Lease Agreement and after the expiration of the Lease Term, for as long as the Equipment has not yet been collected by Pon Energy Rental. The Lessee is also fully liable to Pon Energy Rental for keeping the Equipment and for the return of the Equipment to Pon Energy Rental in the same good condition, as referred to in Article 6(a) of these General Terms and Conditions, at the end of the Lease Agreement.

(b) The Lessee indemnifies Pon Energy Rental against third-party claims that are associated with the Equipment or its use in any way and relate to the loss or destruction of property, including damages for personal injury or fatalities, regardless of the cause. The Lessee is also required to pay all costs, taxes and penalties arising from the use of the leased property by the Lessee or by third parties, including in as far as these are imposed on Pon Energy Rental, including fines, duties, etc due to violation of the provisions of Article 15 of these General Terms and Conditions.

(c) The Lessee shall notify Pon Energy Rental without delay in the event of the occurrence of an accident, loss or damage caused by or as a result of the use of the Equipment, regardless of the way in which such an accident, loss or damage occurs. The Lessee shall confirm verbal notification of Pon Energy Rental in writing within 48 hours.

(d) Loss or damage that must be compensated by the Lessee, as referred to in this Article, shall in any event include, but is not limited to, payment for all loss and/or damage, costs (including costs for appraisal of the loss and/or damage) and expenses, legal or otherwise.

(e) Operators of the Equipment (including the Lessee, its employees, assistants or other persons that it deploys) work under the responsibility of the Lessee and are deemed to be familiar with the instructions for use of the Equipment. The Lessee guarantees this to Pon Energy Rental.

## 8. Limitation of liability of Pon Energy Rental

(a) The liability of Pon Energy Rental is limited to the direct property and injury damage, in as far as this concerns property and employees of the Lessee, where the damage is caused by a defect of the leased Equipment. Every flaw in the Equipment attributable to Pon Energy Rental is qualified as a defect, in as far as that flaw was present prior to the delivery of the Equipment to the Location and/or the cause of which predated that delivery, as a result of which the Equipment fails to function or to function correctly. The liability of Pon Energy Rental is limited at all times to the amount paid out by the liability insurance contracted by Pon Energy Rental in the relevant case, including any excess that Pon Energy Rental bears in relation to that insurance and shall never exceed an amount equal to 80% of the total Lease costs that Pon Energy Rental has received on the basis of the Lease Agreement from the Lessee in relation to the Equipment.

(b) In no case, (outside the cases referred to in (a)) is Pon Energy Rental liable to the Lessee for (other) indirect damage or consequential loss, including but not limited to loss of earnings, loss of profit, damage due to delays, and standstill damage.

(c) The limitation of liability included in this Article does not apply if the damage is caused by malicious intent or gross negligence on the part of Pon Energy Rental.

(d) The Lessee indemnifies Pon Energy Rental against third-party claims for damage caused by or relating to the Equipment leased by the Lessee.

## 9. Lease

(a) The Lessee shall continue to pay the lease during the period after the expiration of the Lease Agreement in which the Equipment is not removed from the Location to a location designated by Pon Energy Rental.

(b) The Lessee shall continue to pay the Lease in the event that repairs or other work is performed on the Equipment during the Term of the lease. Any agreed discounts on the Lease as a result of stoppages shall be settled by Pon Energy Rental in arrears.

(c) The (additional) rate shown in the Lease Agreement will be charged for the operational hours of the Equipment that exceed the number of operational hours laid down in the Lease Agreement.

(d) The Lessee cannot invoke *force majeure* in relation to the provisions of this Article. '*Force majeure*' also refers to the definition included in Article 2(d).

## 10. Change of Lease and bank guarantee

(a) After the end of each period of twelve (12) months, as calculated from the commencement date of the Lease Agreement, Pon Energy Rental may increase the Lease by the difference between the latest inflation index at that time and the inflation index that applied at the time when the Equipment was delivered at the Location or the index figure applying on the only previous indexation of the Lease.

(b) If the Equipment is not intended for use in the territory of the Netherlands, Belgium or Luxembourg, the Lessee will provide Pon Energy Rental with a bank guarantee for a sum in the amount of the replacement value of the Equipment, plus the Lease. This bank guarantee must be formulated in such a way that the providing bank undertakes to pay Pon Energy Rental the amount specified to the bank by Pon Energy Rental at Pon Energy Rental's first written request, stating that the Lessee has defaulted on compliance with its obligations, as set out in the Lease Agreement or these General Terms and Conditions, without the client being obliged to prove or to provide plausible evidence of the default of the supplier. The bank guarantee will lapse (or may not lapse until) the moment when Pon Energy Rental has received the returned Equipment in good condition.

## 11. Payment

(a) Unless explicitly provided otherwise in the Lease agreement or the invoice, the Lessee must pay all invoices drawn up in the name of Pon Energy Rental within thirty (30) days of the invoice date, with no right to any discount or settlement. Pon Energy Rental does not accept payment in cash, but only payment by debit card, bank transfer or credit card. Pon Energy Rental can attach conditions to credit card payments.

(b) If the Lessee has not complied with its payment obligations, as referred to under (a), or refuses to do so, the Lessee is in default by virtue of law, with no further notice of default being required. In such a case, the Lessee is required to pay Pon Energy Rental contractual interest for the unpaid amounts of 1.5% per month. The Lessee therefore owes the interest from the day following the due date of the instalments specified under (a). This interest is payable on demand, thus without further notice of default. All costs relating to the collection of invoiced amounts (including out-of-court collection costs) are borne by the Lessee.

The out-of-court collection costs amount to at least 15% of the principal invoiced, with a minimum of €250.

(c) Payments are first applied to settle the out-of-court costs, followed by the interest due and then the principal (starting with the oldest invoice, followed by the second-oldest invoice, etc).

(d) If and in as far as the Lessee fails to comply with its obligations pursuant to the Lease Agreement of these General Terms and Conditions, or fails to do so in a timely manner or in full, Pon Energy Rental has the right to suspend its obligations pursuant to the aforementioned agreement and terms and conditions, or to terminate (dissolve) the Lease Agreement, without then becoming liable to the Lessee for any damage.

(e) All amounts payable to Pon Energy Rental by the Lessee shall become payable on demand in full on the termination of the Lease Agreement by Pon Energy Rental. At the earliest request of Pon Energy Rental, in addition to any compensation due, as referred to below, the Lessee shall pay all amounts referred to in the Lease Agreement and all other amounts that Pon Energy Rental must pay to third parties in connection with the recovery or removal of the Equipment.

## 12. Ownership, sub-letting and encumbrance

(a) The Equipment is and shall remain the property of Pon Energy Rental at all times.

(b) The Lessee guarantees that the Equipment shall be used only for the purposes of the Lessee's own work and only at locations suitable for this, in a safe manner and in compliance with the applicable laws and regulations.

(c) The Lessee is not entitled under the law of obligations or under property law to dispose of, pledge or otherwise encumber the Equipment for third parties.

(d) Without the prior written consent of Pon Energy Rental, the Lessee shall not let or sub-let the Equipment to a third party.

(e) If the Equipment becomes the subject of or becomes involved in any attachment, bankruptcy or other statutory (insolvency) proceedings, or if the Lessee loses or threatens to lose control over or possession of the Equipment by other means, the Lessee shall notify Pon Energy Rental of this without delay and shall do everything in its power to protect the interests and property of Pon Energy Rental.

### 13. Intellectual Property Rights

(a) Pon Energy Rental holds all intellectual property rights and related rights to the results of the work of Pon Energy Rental in relation to the Lease Agreement, as well as to the Equipment developed for this purpose.

(b) In accepting the Lease Agreement, the Lessee, in as far as required, transfers all intellectual property rights arising in relation to the execution of the Lease Agreement to Pon Energy Rental.

(c) The Lessee shall not violate any intellectual property rights held by Pon Energy Rental.

### 14. Change of Location

The Lessee shall not move the Equipment from the Location specified in the Lease Agreement, nor shall it permit the relocation of the Equipment, without the prior written consent of Pon Energy Rental for such relocation. Permission for relocation granted by Pon Energy Rental shall have no influence on the other provisions of the Lease Agreement or of these General Terms and Conditions.

### 15. Nameplate/logo of Pon Energy Rental

The Lessee shall not remove, destroy or erase nameplates and logos applied or marked on the Equipment by or on the instructions of Pon Energy Rental.

### 16. Licences/permits and exemptions

The Lessee is responsible for the timely acquisition of the necessary licences, permits and exemptions relating to the use of the Equipment. The withdrawal or refusal of a licence, permit or exemption shall in no case lead to the dissolution or termination of the Lease Agreement or to any other measure against Pon Energy Rental.

### 17. Termination of the Lease Agreement

(a) With the exception of fixed-term Lease Agreements, or if provided otherwise in the Lease Agreement, each party may give notice in writing of the termination of the Lease Agreement, in observance of a notice period of at least seven (7) days.

(b) Pon Energy Rental may unilaterally dissolve part or all of the Lease Agreement with immediate effect, with no further notice of default or the intervention of a court being required, and without being required to pay compensation in that regard, if the Lessee:

- I. is more than 30 days in arrears with payment of the Lease; or
- II. fails to implement or to comply with any provision of the Lease Agreement or of these General Terms and Conditions; or
- III. takes or omits to take any action that results in prejudice to or jeopardisation of the rights of Pon Energy Rental to and in relation to the Equipment; or
- IV. applies for bankruptcy, a mandatory winding up order or a moratorium on payments, reaches a settlement with creditors, starts a discontinuation or liquidation process or otherwise becomes the subject of insolvency proceedings or is forced to sell its assets.

In the above cases, all Pon Energy Rental's receivables from the Lessee become payable on demand in full, the Lessee is required to return the leased Equipment without delay and

Pon Energy Rental has the right to access the sites and buildings of the Lessee, or at least the Location, and to enter these in order to collect and repossess the relevant Equipment.

(c) All amounts payable to Pon Energy Rental by the Lessee shall become payable on demand on the termination of the Lease Agreement (including outside the cases referred to in (b)).

(d) If the Lease Agreement is terminated, Pon Energy Rental shall collect the Equipment from the Location. If the Equipment must be removed for reasons other than termination of the Lease Agreement via notification, the Lessee will be liable for all related costs incurred and damage suffered by Pon Energy Rental.

(e) This Article is without prejudice to the rights of Pon Energy Rental to claim compliance and/or compensation by the Lessee instead of opting for (out-of-court) dissolution of the Lease Agreement.

### 18. Insurance

(a) At its own expense, the Lessee must contract full insurance for the Equipment, as described in the Lease Agreement, from a reputable insurance company, against fire, theft, collision, earthquakes, flooding, hail, storm and vandalism and in other respects, with regard to the obligations pursuant to these General Terms and Conditions (including but not limited to Article 6).

The Lessee shall provide a copy of the proof of insurance to Pon Energy Rental at Pon Energy Rental's earliest request. The insurance must be valid for the entire term of the lease. Pon Energy Rental has the right to require the other Party to include Pon Energy Rental as the beneficiary under the insurance contract and to provide Pon Energy Rental with confirmation of the cover in that regard.

(b) For a fee to be charged to the Lessee by Pon Energy Rental, to be specified in the Lease Agreement and through the signature by the Lessee for acceptance of the Loss Damage Waiver (LDW) insurance with the waiver of the risk of damage and theft, the Lessee and Pon Energy Rental may agree in the Lease Agreement to waive the provisions of sub-paragraph (a). The Lessee is then not liable for damage and/or loss of the Equipment of Pon Energy Rental. If LDW insurance with an excess is agreed in the Lease Agreement, the Lessee's liability to Pon Energy Rental will be limited to a maximum of the Lessee's excess agreed between the Parties. The limitations of liability laid down in this Article do not apply in the event of damage resulting from malicious intent or gross negligence, inexpert use and/or use without due care, unauthorised letting or sub-letting or provision of the Equipment to third parties, or if the Lessee can claim compensation for damage pursuant to other insurance contracted by or on behalf of the Lessee.

(c) The Lessee shall notify Pon Energy Rental in writing without delay in the event of any situation that has led to or could lead to a claim under the insurance contract(s) described in this Article. The Lessee shall not harm the interests of Pon Energy Rental in the handling of the claim.

### 19. Third-party beneficiary clause/Transfer of rights and obligations

(a) The Lessee hereby declares that it is aware of and consents to that extent to fact that the ownership of the Equipment may have been or be transferred to a third party or that the Equipment may have been or be pledged to a third party as surety for the payment of all the relevant third party's current or future receivables from Pon Energy Rental pursuant to leasing and/or financial lease agreements on any grounds whatsoever.

(b) Despite the existence of this Lease Agreement, the Lessee shall transfer the Equipment to the third party referred to above at its earliest request, without the Lessee being able to invoke any rights of retention in that regard, if and as soon as the third party claims the handover of the Equipment on the grounds of Pon Energy Rental's failure to comply with its obligations to that third party. As a result of such a claim, this Lease Agreement will be dissolved with immediate effect by virtue of law. The aforementioned transfer must take place at the offices of the third party or at a location designated by that third party.

(c) If the situation referred to in sub-paragraph (b) arises and the third party wishes to continue the use of the Equipment by the Lessee, the Lessee is required to contract a Lease Agreement with the third party at the latter's earliest request for the remaining term of the Lease Agreement, in as far as this takes place under the same conditions.

(d) The Parties rule out the application of Article 7:226 and 7:227 of the Dutch Civil Code in full.

(e) The third-party beneficiary clause included in this Article may not be revoked by the Lessee or by Pon Energy Rental.

(f) Pon Energy Rental has the right to transfer its rights and/or obligations pursuant to the Lease Agreement(s) and these General Terms and Conditions to third parties, including subsidiaries and/or group companies, as referred to in Article 2:24a and 2:24b of the Dutch Civil Code, or to legal successors, as a result of which transfer Pon Energy Rental will be discharged of its obligations to the Lessee. The Lessee hereby grants consent for this transfer in advance and is required to provide all (actual) assistance considered necessary by Pon Energy Rental for the said transfer at Pon Energy Rental's earliest request.

(g) Without the prior written consent of Pon Energy Rental, the Lessee is not permitted to transfer its rights and/or obligations pursuant to the Lease Agreement(s) or to encumber rights with restrictions.

### 20. Confidentiality

(a) The Parties agree to treat all information acquired from each other concerning the working methods and affairs of the other Party in confidence and to refrain from circulating this further among or from making this known to third parties. The Parties shall also impose this confidentiality requirement on their employees and agents.

## **21. Communication**

Every declaration, request, claim or other notice, regardless of its content, shall be made by the Parties in writing and shall be sent to the last-known address, fax number or e-mail address of the other party. For the purposes of this Article, fax messages and e-mails shall be deemed to be written notices.

## **22. Net price**

All charges or amounts referred to in the Lease Agreement or in these General Terms and Conditions, including any out-of-court costs, are exclusive of VAT or any other rental duties or taxes.

## **23. Applicable law and competent court**

(a) The Lease agreement and these General Terms and Conditions, as well as the manner in which they are contracted and implemented, are governed by and shall be interpreted solely in accordance with Dutch law, with the exclusion of the 1980 United Nations Convention on Contracts for the International Sale of Goods (the 'Vienna Convention').

(b) All disputes between the Parties concerning the Lease Agreement and these General Terms and Conditions, as well as the manner in which they are contracted and implemented, shall be filed solely with the District Court of East Brabant (in the case of sub-district court cases, the Sub-district Court Affairs Section of the District Court of East Brabant, Den Bosch location), the Netherlands.

## **24. Privacy and personal data**

(a) Parties shall render their full cooperation in order to enable the other Party to fulfil its obligations under the applicable relevant laws and regulations in respect of the protection of personal data.

(b) In performing its obligations in the course of the Lease Agreement, Pon Energy Rental shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Lessee.

1.8 Pon Energy Rental shall process personal data relating to Lessee only on behalf of Lessee, in so far as required for the performance of its obligations under the Lease Agreement.

1.9 Pon Energy Rental shall implement appropriate technical and organizational measures to protect personal data relating to Lessee against unauthorized or unlawful processing.

1.10 If deemed necessary, the Pon Data Processing Agreement shall be attached as Attachment to these General Terms and Conditions by Pon Energy Rental and signed by Lessee.

## **25. Export control**

Lessee shall comply with all applicable laws, rules and regulations relating to export controls, sanctions, embargoes or other restrictions on all goods, services or works provided by Pon Energy Rental under these General Terms and Conditions. Lessee guarantees that all delivered goods and/or services and/or work will not be re-exported, sold, transferred or used in violation of the aforementioned laws and regulations. Lessee shall indemnify and hold Pon Energy Rental and its subsidiaries harmless from and against all claims, losses, damages, costs, sanctions and/or penalties in any form whatsoever arising from the non-performance of the aforementioned guarantee.