

General Rental Conditions

1-General Dispositions

The rental of products done by DUPLEIX, is done according to the following terms and conditions. Any other agreement or derogation to our general rental conditions have to be made in writing and explicitly agreed by DUPLEIX.

By signing the contract, the client formally accepts, without any reservations, our general rental conditions, except the "particular conditions"

2-Rental offers

The validity of our offers is 1 month, after having been sent out to the customer. They are made according to the availability of the products when the contract is clinched, and at the condition that our insurance company accepts the relevant risk.

3-Duration

3.1 Except if stated explicitly otherwise, our rental contracts are concluded for an indefinite period. Each party can terminate the renting after a notifying the other with one month notice and by writing a recorded delivery letter. However, if the contract is concluded for a definite period, it can not be terminated, except in the case of serious fault, or circumstances outside of one's control (cf article 3.3 below).

3.2 At the end of the contract, (either with a definite duration, or at the end of the month of notice following the termination of an indefinite duration contract), the products rented must be returned to DUPLEIX without any delay, at the expense of the client. The rental fee is due by the customer until the day the products are effectively returned back to DUPLEIX. If the products are not returned to DUPLEIX, within 8 days after the customer has received a formal notification, with a recorded delivery letter, DUPLEIX will be entitled, as liquidated damages clause, to bill to the customer the lost value of the product which is stipulated in the contract (particular conditions), without prejudice to the damages and interests that DUPLEIX could claim regarding the prejudice it has endured.

3.3 By way of an exception to what is written above, despite the fact the contract can have a definite or an indefinite duration, DUPLEIX will be entitled to terminate immediately the rental contract without previous notice, by notifying to its customer with a recorded delivery letter, in the following hypothesis:

- The customer does not pay the bills in the stipulated terms,
- The customer does not respect one or more of the stipulated terms and conditions of the general and/or particular rental conditions concluded with him;
- Modification or suppression of the warranty of our insurance company;
- The customer uses the products in a way which can not be considered as normal;

The rental contract will then be terminated when the customer receives the recorded delivery letter. The customer will then have the obligation of returning immediately the rented products to DUPLEIX. However the rental fee will be due by the customer until the products are effectively returned to DUPLEIX. If the products are not returned within 3 days after receiving the notification of the termination, DUPLEIX will be entitled to bill, as liquidated damages clause, to the customer the lost value of the product which is stipulated in the contract (particular conditions), without prejudice to the damages and interests that DUPLEIX could claim regarding the prejudice it has endured.

4-Prices – Terms and conditions of payment:

4.1 In all cases, except when stated otherwise, our prices are quoted without any tax, and ex works. The removal and the transport have to be done by the customer at his expenses and at his risk. It is the same for returning the rented products at the end of the contract. The removal and the transport, except if otherwise stated, has to be made at customer's expenses and risk.

4.2 Our prices are stipulated by calendar day. The day of the removal of the products and the day they are returned are billed. Every day which is commenced is billed as a full day.

This applies even in the hypothesis of a stipulated special and explicit clause that states that the transport is done by DUPLEIX, at the expense of the customer (carriage forward), according to our possibilities, and in the name and on the account of our customer, and under his full responsibility.

4.3 Our rental invoices are sent at the end of each month, according to rental days of the relevant month. They must be paid within 30 days without any discount. In the case of late payment,

the customer will be de facto and de jure indebted to DUPLEIX for the payment of a fine calculated by applying an interest rate equal to 3 times the legal interest rate to the amount due.

Likewise, any late payment at the term, whatever the reasons are, will entitle DUPLEIX to claim, de facto and de jure, all the invoices due whatever the terms of those invoices or the facilities for payment agreed.

Finally, DUPLEIX may exercise its right to terminate immediately the contract as specified in the article 3.3.

5-Transfer of the contract

It is explicitly forbidden to the customer, except through an explicit agreement of DUPLEIX, to transfer the rental contract whatever the way, to sub hire the rented products, as well as to place at a third party disposal, the products whatever the way.

6-Property, obligations of the customer:

6.1 DUPLEIX is and remains the sole owner of the products rented. The customer can only use them in a way compatible with the right of property of DUPLEIX, and in particular, the customer will not deteriorate, tamper or hide the property marks that have been placed by DUPLEIX on the rented products.

6.2 Nevertheless, the customer will have the charge of the products from the day they are removed until they are effectively returned to DUPLEIX. He shall use the products in a normal way, according to their technical specifications. More generally the customer will in the guard of the products, provide the same care that he provides in the guard of products that belong to him. A technical data sheet of standard rented products, showing their technical specifications, the normal way to use them and if needed, the way of assemble them is at the disposal of the customers.

7-Loss – Theft – Non returned products

At the termination of the contract, whatever the reason, and especially in case of loss, theft, destruction, every single product which will be not returned will be invoiced by DUPLEIX, according to the conditions specified at the article 3.2 above, at the price of "lost product" specified in the particular rental conditions.

8-Maintenance of damaged product:

8.1 The products damaged during the period of the rental contract, will be repaired at the expense of DUPLEIX, except for the maintenance which has to be done for the customer has wrongly used the products, or more generally because the maintenance needed is the result of a fault or negligence of the customer. The rental contract will be suspended during the maintenance is undertaken.

8.2 In the case of a maintenance needed because the customer wrongly used the product, or more generally, because it results of a fault or negligence of the customer, the maintenance will be undertaken at the expense of the customer.

9-Liability

The customer and only him, is liable, without any claim whatever on DUPLEIX, for the damage caused to people and goods in relation with the use of the rented products.

10-Attribution of jurisdiction – Law applicable

10.1 Every litigation or contestation relating to the conclusion, the interpretation, or the enforcement of the rental contracts will be in the exclusive jurisdiction of the commercial court of Le Mans (France), even in the case of plurality of defendants, action against one guaranteeing a debt, summary proceeding, or claim made during the course of litigation.

10.2 The law applicable to our rental contracts is the French law. By way of an exception, except in opposed stipulations made in writing, all contestations or litigations which can be raised in regard of a rental contract concluded with a foreign customer, will be solved according solely to general rental conditions, as well as to any particular agreement agreed between our company and its foreign customer.

Subsidiarily, if the general rental conditions, and the possible particular agreements are insufficient, the French law will be applicable