

Rental Agreement Terms and Conditions of BakerCorp B.V. in Zevenbergschen Hoek, The Netherlands

1. DEFINITIONS. "Baker" means the corporate subsidiary of BakerCorp identified on the front page of the Rental Agreement from whom the Customer has rented the Equipment. "Equipment" means any one or more of the items identified as such on the first page of the Rental Agreement, and shall include any accessories, attachments or other cables, liquid fuel tanks, nozzles, and other similar items. "Customer" means the person or entity identified as such on the first page of the Rental Agreement, including any representative, agent, officer or employee thereof. "Store Location" means any Baker Branch within Europe.

2. AUTHORITY TO SIGN. Any individual signing the contract represents and warrants that he or she is of legal age, and has the authority and power to sign the Rental Agreement as or for the Customer.

3. DISCLAIMER OF WARRANTIES. BAKER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. There is no warranty that the Equipment is suited for Customer's intended use, or that it is free from defects. Except as may be specifically set forth in the Rental Agreement, Baker disclaims all other warranties, either expressed or implied, made in connection with the rental transaction. These warranty provisions cannot be amended or modified orally or in writing and supersede any contrary representations or warranties, expressed or implied. In addition, Baker shall not be responsible for any damage or loss caused by the negligence of Baker's employees or agents occurring in connection with the performance of the Rental Agreement.

4. INDEMNITY/HOLD HARMLESS/DAMAGES. Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by Customer, and will take all necessary precaution to protect all persons and property from injury or damage while in possession of the Equipment. Baker shall not be responsible to Customer or to any other party for any loss, damage or injury (including any loss of profits, business interruption or other special or consequential damages) caused by, resulting from, or in any way connected with the Equipment, its operation or use, or any defect with respect thereto. Customer agrees to defend, indemnify and hold Baker harmless from and against any and all liability, claims and damages of any kind (including attorneys' fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Equipment, however caused.

5. RECEIPT & INSPECTION OF EQUIPMENT. Baker or Baker's designee shall deliver the Equipment described on the face of the Rental Agreement to the site designated by the Customer, as noted on the face of the Rental Agreement. Customer agrees not to remove the Equipment from that location without the prior written consent of Baker, except in the case of equipment specifically designed and intended for mobility. Customer acknowledges by signing the Rental Agreement that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer acknowledges that, although the Equipment has, prior to delivery, been cleaned in accordance with Baker's usual procedures, Baker does not warrant that the Equipment is entirely free of any contaminants, absent a separate specific written agreement to the contrary, and Customer accepts the Equipment in its condition as when delivered. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues, welds and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any; Baker is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

6. USE OF EQUIPMENT. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all local, national and European rules and regulations which may apply to the use of the Equipment. Customer agrees that the Equipment shall be used only in the normal course of its business, and only as to commodities, weight and other limitations of the Equipment. Customer shall keep the Equipment in good and efficient working order, condition and repair, reasonable wear and tear alone excepted. Customer agrees to properly maintain and care for Equipment and further, to protect the health and safety of persons required to come in contact with the Equipment. Customer agrees to check filters, oil, fluid levels, tire air pressure, clean and visually inspect the Equipment daily and immediately notify Baker when Equipment needs repair or maintenance. Customer acknowledges that Baker has no responsibility to inspect the Equipment while it is in Customer's possession although Baker has the right, in its discretion, to conduct such an inspection and to test any contents which may be contained in the Equipment, and to access Customer's premises for that purpose. Baker shall incur no liability whatsoever for failure of the Equipment to perform in Customer's service, nor for any damage to cargo(es) owned by Customer or for which Customer might be held responsible. Customer will not store or inject any materials that may cause harm to the Equipment. Customer will not store or transport any acute hazardous materials unless a Supplemental Acute Hazardous Material Agreement has been signed by both parties prior to the rental. If any such acute hazardous materials are stored or transported in the Equipment, Customer agrees that Customer shall be deemed to be the generator of those materials and shall, upon request, provide to Baker all assistance, information and documents Baker may require in connection with the disposal of any such Acute Hazardous Materials. Some Equipment are equipped with pressure/vacuum relief devices or throttle stop and governor devices. Customer agrees not to tamper with or adjust such devices without prior written consent of Baker management.

7. IMPROVEMENTS OR CHANGES TO EQUIPMENT. Customer shall not (except as required by Section 6 hereof) make any substantial changes in or improvements to the Equipment without the advance written consent of Baker. Any improvements or additions applied to the Equipment shall at once become and remain

the property of Baker, and Customer hereby in advance transfers to Baker any and all intellectual property rights Customer might claim in relation to such improvements or additions. Baker reserves the right to charge the Customer for the removal of any modifications that were made during the rental.

8. MALFUNCTIONING EQUIPMENT. Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately cease using such Equipment and immediately notify Baker. If such condition is the result of normal operation, Baker will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. Baker has no obligation to replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. The Equipment must be returned to the Store Location within twenty-four hours from the time of defect in order to terminate rental charges.

9. RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT. At the expiration of the rental the Customer will return the Equipment in the same condition as when delivered to the Customer, empty of all contents and in clean condition, usual wear and tear excepted. Additionally Baker reserves the right to charge for any repairs that may be necessary, including cleaning of interior or exterior and disposal of any contents. Customer shall be liable for all damages to or loss of the Equipment, including, but not limited to: (i) vacuum or pressure damage; (ii) tilting or upset due to unbalanced load; (iii) overloading; and (iv) internal damage caused by adverse effects of cargo or mixture of cargoes, cleaning solvents and/or cleaning processes undertaken by Customer or its agents and any damage during transit to or from Customer (v) cavitation (vi) misuse (vii) freezing, improper operation, improper maintenance/lubrication, fire, theft, windstorm, hailstorm, flood, riot, insurrection, strike, explosion, collision, damages while loading and unloading, damages during transportation. Customer shall pay Baker the reasonable cost of transportation, repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Baker shall be under no obligation to commence repair work until Customer has paid to Baker the estimated cost therein. In the case of the loss or destruction of any Equipment, or inability or failure to return same to Baker for any reason whatsoever, Customer will pay Baker the then full replacement list price together with the full rental rate as specified until such Equipment is replaced.

10. REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels (b) damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented (f) cavitation (g) freezing; and (h) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made only by a facility approved by Baker, to the reasonable satisfaction of Baker and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment.

11. LATE RETURNS. Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of Baker's next business day in the event the Equipment is returned to the Store Location at other than Baker's regular business hours.

12. RENTAL PERIOD & CALCULATION OF CHARGES. Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. On power Equipment, operation in excess of one shift (eight hours per day, 56 hours per week and 240 hours per month) will be at Baker's standard premium rates. Customer will truthfully and accurately certify to Baker the number of shifts the Equipment was operated. Transportation costs for delivery and pick up and rent for Equipment covered by the Rental Agreement shall be in accordance with Baker's Rate Sheet in effect from time to time. The equipment is furnished F.O.B. Baker's Store Location or such other location as identified by Baker and all handling and transportation charges to and from the Store Location or such other location, unless otherwise specified herein, shall be paid by Customer.

13. DEPOSIT. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer thereof said deposit shall be credited against any damages, costs or expenses incurred by Baker as a result of such breach.

14. PAYMENT. All obligations under the Rental Agreement shall be paid in full upon return of the Equipment to Baker or within 30 days after Baker's invoice to Customer, whichever occurs first. Customer acknowledges that timely payment of rental charges is essential to Baker's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Baker agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum), or the maximum amount allowed by applicable law.

15. FAILURE TO DELIVER. Customer releases and discharges Baker from any and all liability or damages (including consequential and special damages) which might be caused by Baker's failure or inability to deliver any Equipment by any specified date or time.

16. TITLE/NO PURCHASE OPTION/NO LIENS. The Rental

Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Baker. Unless covered by a specific supplemental agreement signed by Baker, the Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

17. DEFAULT. Should Customer in any way fail to perform, observe or keep any provision of the Rental Agreement, Baker may at its option do any one or more of the following: (a) terminate this Rental Agreement; (b) declare the entire rent immediately due and payable and commence legal action therefore; (c) retake possession of the Equipment, holding the Customer liable for all rental and other charges; or (d) pursue any other remedies available by law.

18. REPOSSESSION OF EQUIPMENT. In the event of any actual or anticipatory violation of or default in any of the terms and conditions of this contract by the Customer and Customer's failure to repair such default without delay upon receipt of Baker's notice of default, Baker's employees or agents may terminate the rental and without notice or legal process, go upon Customer's property and take all action reasonably necessary to repossess the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Baker in retaking the Equipment. Should Customer claim that any of said Equipment contains property belonging to Customer, the Customer shall give written notice to Baker of such fact within a period 24 hours after retaking by Baker. Failure to give such notice within said 24 hours shall forever bar Customer from asserting any claim or claims against Baker on account of property alleged to have been in said retaken Equipment.

19. CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at its sole cost, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability arising from the handling, transportation, maintenance, operation or use of the Equipment during the entire rental period. When requested, Customer shall supply to Baker proof of such insurance by Certificate of Insurance clearly setting forth the coverage for the Equipment and naming Baker as loss payee and additional insured; such insurance and evidence thereof to be in the following limits: (i) in the case of bodily injury liability (including death), EUR 1,000,000 per person and EUR 1,000,000 per occurrence and (ii) in the case of property damage liability EUR 1,000,000 per occurrence and in a form satisfactory to Baker. The Certificate of Insurance and policy shall provide that Baker shall receive not less than thirty (30) days notice prior to any cancellation of the insurance required hereunder.

20. ENTIRE AGREEMENT/ONLY AGREEMENT. The written Rental Agreement together with Baker's Credit Application which Customer has provided to Baker, represents the entire agreement between the Customer and Baker. In the event of any conflict in terms, the Rental Agreement shall control. There are no oral or other representations or agreements not included herein. None of Baker's rights or Customer's rights may be changed and no extension of the terms of the Rental Agreement may be made except in writing, signed by both Baker and Customer. The use of Customer's purchase order number on the Rental Agreement is for Customer's convenience only. The Rental Agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to the Rental Agreement.

21. NO ASSIGNMENT, LENDING OR SUBLETTING. Customer shall not sublease, subrent, assign or loan the Equipment, and any such action by Customer shall be void and constitute a default under the Rental Agreement. Customer agrees to use and keep the Equipment at the job site set forth on the front page of the Rental Agreement unless Baker approves otherwise in writing. Written permission from Baker is not required for temporary changes in the usual course of the Customer's business.

22. OTHER PROVISIONS. Any failure of Baker to insist upon strict performance by Customer of any terms and conditions of the Rental Agreement shall not be construed as a waiver of Baker's right to demand strict compliance. Customer has carefully reviewed the Rental Agreement and waives any principle of law which would construe any provision hereof against Baker as the draftsman of the Rental Agreement.

Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Baker in the collection of any charges due under the Rental Agreement or in connection with the enforcement of its terms or otherwise in connection with the agreement or the Equipment whether or not litigation is commenced.

Customer shall pay the rental charge without any offsets, deductions or claims and waives all rights Customer might have to suspend payment.

Customer agrees that the Courts of the The Hague, The Netherlands, shall, in Baker's discretion, have exclusive jurisdiction, and shall be considered the proper venue, for any litigation relating to the agreement or the Equipment related hereto, and that the laws of the Netherlands shall be applicable thereto. Baker shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available. The application of the Vienna Convention on the International Sale of Goods is excluded.

CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.