

TECHNICAL REQUIREMENTS (01-06-2024)

1. Delivery / takeover (return?):

The Client is responsible to ensure permanent access to the generator(s) and other rented equipment during the contractual period and after the expiration of the contract. The parking space will have to be so designed as to bear the weight of the movable crane and the tanker (between 12 and 40 tons). All costs incurred deriving from an inadequate access (e.g. tow truck) will be charged to the Client.

2. Fuel:

For the diesel engine powered generators, the only fuel oil (gasoil) authorized is the "Gasoil Diesel" one, quality norm EN-590 or highway diesel fuel ; only these types of fuel can ensure an optimal service and supply security by limiting the danger of early blocking of the fuel filters.

The generator(s) and the external fuel tank(s) are delivered with full fuel tanks. The additional cost of eventual refueling and the fuel consumption upon the return of the generator(s) and/or the external fuel tank(s) to our workshop will be invoiced at the official day price at the pump as indicated by the Federal Government, increased by 15% handling costs.

Fuel Management : "Bulterys" may also take in charge the intermediate refueling in Belgium of its rented generator(s), **on the Client's express written request and at least 24 hours in advance**, calculated at the daily price as in use by "Bulterys" and for a minimum of 700 liters per delivery. The Client will ensure permanent access to the filling cap. The fuel supplier will have to remain on the public way ; the fuel pipe has a length of +/- 20 meters.

For gasoline-powered generators, only gasoline 95 (E10) and 98 (E5) are allowed.

3. Choice of the electrical network:

In case different types of network should be available the Client would be fully responsible for the choice of a network. "Bulterys" should in no way be held responsible for damages resulting from any inadequate network choice. All generators are connected by default to TN configuration (Earth to Neutral).

4. Electrical connection, compliance certificates / inspection of the electrical installation :

Our technicians and groupmen are authorised to carry out all regulatory connections "on the generator side". Under no circumstances are they allowed to carry out any work in the cabin, on the transformer or on the customer's electrical installation. This is the full responsibility of the customer and his contractor/electrician.

Since the temporary installation ("Bulterys") is part of the customer's installation, compliance checks as well as regulatory inspections (RGPT-ARAB art 270/271) concerning electrical installations **must be carried out by and on Customer's express request and at his costs.**

5. Rental of small generators:

Small generators (less than 30 KVA) are collected and returned by the Client to the Bulterys workshop. In the event of a breakdown or problem, the Client undertakes, after contacting Bulterys by telephone, to return the generator to Bulterys. In this case Bulterys will provide the customer with a similar generator. All costs arising from the failure to comply with these conditions will be charged to the customer.

6. Damage to power cables, power boxes and other equipment:

In the event damages to power cables / power boxes (e.g. burned or cut plug) or to other equipment occur, the price of a new cord/box or other items will be charged to the Client.

7. Return of the equipment:

The equipment is to be returned to "Bulterys" in the same condition and packaged as when it was collected. Otherwise, a fee equal to 10% of the rental value will be applied, with a minimum of 25 euros.

8. Business security/Continuity of service:

In order to increase considerably the operating security, "Bulterys" can make available generators in **STAND-BY or TWIN configuration**. For more information, please contact our rental department.

9. (Normal) working hours :

Normal working hours (= office hours) are from 08.00 to 18.00. The following coefficients are applied outside these normal working hours: from 18.00 to 08.00 and on Saturdays: 150%. Sundays and public holidays: 200%.

GENERAL TERMS AND CONDITIONS (01-06-2024)

1. Each order is subject to these general conditions. By placing an order, the customer acknowledges that he/she has read and accepted our general terms and conditions of sale and hire, to the exclusion of any conditions that may be specific to the hirer. Any deviation from these conditions is only possible with our express, prior and written agreement.
2. Delivery times are never formally guaranteed, even if the date has been confirmed in writing.
3. No delay may give rise to claims, damages or cancellation of the order.
4. Any dispute must be made by registered letter within 8 days.
5. All our invoices are payable on receipt, unless otherwise agreed in writing.
6. In the event of non-payment of the invoice on the due date, the amount of the invoice shall be increased by right, without the need for a formal notice, by a fixed compensatory indemnity of 15% by way of damages with a minimum of 25 euros, excluding interest on arrears and any costs of proceedings, which are not included in this indemnity.
7. Default Interest, calculated at 12% per year, shall be due by operation of law, without the need for a formal notice of default, as from the due date of the invoice.
8. Rental equipment will be invoiced for the duration of the rental period. The end of the rental period must always be notified to us in writing and in advance by the client.
9. **Indexation of rent and right of termination:**
 - a) At the end of the first twelve (12) months of rent, a revision of the rent may be applied. This revision will be based on the Consumer Price Index (CPI) on the first day of the rental period.
The new price will be communicated to the customer by e-mail at least thirty (30) days before it comes to effect.
 - b) If the Customer does not accept the proposed indexation, he has the right to terminate the rental contract without any compensation. To exercise this right, the Customer must notify BULTERYS SA of his decision to terminate by e-mail (info@bulterys.be), within fifteen (15) days of receiving indexation notification.
The termination will take effect at the end of the current month, subject to thirty (30) days' notice.
10. **Unilateral termination by either party:**
 - a) From the effective date of the Equipment Rental Contract, each party has the right to unilaterally terminate the Contract after a period of 24 months of continuous rental. Termination may be effected without either party being liable to pay any compensation.
 - b) The party wishing to exercise this right of termination must notify the other party by e-mail. A thirty (30) day notice period must be observed prior to the effective termination date.
11. Staff services will be invoiced at the time of departure and return from our workshops.
12. If our equipment breaks down, Bulterys will do everything in its power to get the equipment back into operation as quickly as possible; no compensation of any kind may be claimed from the company for the momentary interruption of operations during the time strictly necessary to remedy the breakdown.
13. In the event that it is impossible, for whatever reason, to return the rented item, the hirer must provide for its replacement. The agreed rent shall be paid until the date of such replacement.
14. **Insurance:**

During the entire rental period, the rented equipment must be covered against theft, misappropriation, vandalism, fire, flood and machine breakdown.

Bulterys offers you the choice between the following possibilities:

 - a) **Exemption from insurance via Bulterys:** in this case the customer is not obliged to insure against the above risks. However, the client must nevertheless accept the following contributions in this case: a contribution of 8% of the rental price of the machines, materials and accessories, with an own risk (excess) of 2,500 euros per claim.
 - b) **Insurance by the client:** you (= the Client) insure the rented equipment at value as new against the above risks, which means that you bear full responsibility for it. In this case you must send us a written certificate from your insurance company before the start of the rental period. If we do not receive this certificate, the contribution and the excess mentioned in point a) above will automatically be calculated.
15. Only The Courts of Brussels are competent in case of disputes.

These technical requirements and general terms and conditions are an integral part of this offer or invoice and may not be separated from it under any circumstances. For more information on this subject, please contact us on +32 (0)2 702 16 16.