



**Strategy
& Go** (By TSF Centre)

RENTING - GENERAL CONDITIONS

0. Introduction

This document is not a substitute to general terms and conditions of Strategy & Go (TSF Centre sprl). General terms and conditions remain applicable. This document completes the general terms and conditions of Strategy & Go for renting of material. In case of contradiction, the present document prevails.

1. Rent

The lessor leases to the lessee, who accepts, the hardware described in the special conditions.

The leasing is for the term as stipulated in the special conditions. This term is fixed and irrevocable

Rents are payable immediately; they are payable at the payee's address and must not be demanded in person.

In the event of failure to pay by the stipulated deadline, the amount of the rent shall be automatically increased without formal notification by 12% per annum and by 15% by way of fixed compensation.

2. Hardware

The lessee chooses the leased hardware and the manufacturer of this hardware on his own responsibility, independently of any intervention by the lessor, who plays no technical or other role with regard to the hardware.

3. Delivery-acceptance-installation

The leased hardware is delivered as specified in the special conditions.

After the hardware has been installed, the lessee signs an acceptance form by virtue of which he acknowledges receipt of the hardware in good condition and working order.

Any costs of installation and start-up are borne by the lessee.

4. Ownership of the hardware

The lessee shall not transfer in any way, by pledging, sub- leasing, loaning or encumbering with real rights or charges of any kind, all or a part of the leased hardware.

In the event of a third party sequestering all or a part of the leased hardware, the lessee undertakes to immediately notify the lessor and to inform the sequestering party that the hardware belongs to the lessor.

TSF Centre sprl
Rue du Moulin 55
7090 Braine-le-Comte

T +32 67 21 41 17

F +32 67 21 41 17

www.strategy-and-go.be

RPM MONS / TVA : BE 0885.929.803



In the event of the transfer or pledging of his business, the lessee shall take all the necessary steps to ensure that the hardware is not included in the transfer or pledging, and that the ownership rights of the lessor on the said hardware are brought to the attention of the assignee or secured creditor in good time.

Failing prior agreement in writing from the lessor, the lessee may not make any changes and/or extensions to the hardware or move it.

The lessee shall grant access at any time to the lessor during office hours at the place(s) where the hardware is located, for the purposes of checking that the hardware is in good condition and working order.

All material or accessories incorporated into the hardware during the term of the lease and not removed at the end of the lease agreement shall automatically become the lessor's property, the lessee having no entitlement to claim any refund or compensation.

TSF Centre sprl
Rue du Moulin 55
7090 Braine-le-Comte

T +32 67 21 41 17
F +32 67 21 41 17

www.strategy-and-go.be

RPM MONS / TVA : BE 0885.929.803

5. Use

The lessee shall look after the hardware with all reasonable and usual care and shall only use it for the purposes for which it is intended according to the related documentation supplied by the supplier or manufacturer.

Annulment

An annulment within 48 hours prior tot the delivery (2 days) will automatically be followed by an invoice large 50% of the total amount of the rental, with a minimum of 40 €.

7. Guarantee

The lessor bears no responsibility or obligation as regards any guarantee on the leased hardware, even as regards hidden defects. The lessor shall, however, do everything in his power to support any justified complaint lodged by the lessee against the manufacturer.

The lessee benefits from the manufacturer's guarantee.

In order to ensure that this guarantee is able to apply in the very best conditions, the lessee benefits from a provision for third parties allowing him to contact the manufacturer directly, and exercise his right of recourse against the manufacturer.

Whatever the circumstances, the lessee remains bound to execute all his obligations arising out of this lease agreement.

8. Loss of use

In the event of the loss of use of the hardware, in full or in part, insufficient performance or technical defect, for whatsoever reason, and in particular due to deterioration, damage, shutdown due to maintenance, theft, repair, transformation, transfer or reinstallation, strike, etc. the lessee is not entitled to terminate the contract, suspend or reduce the rental payments, or to any compensation whatsoever, however long the hardware is out of use.

9. Pledge-transfer

The lessor may transfer the rights and obligations arising out of this lease agreement to third parties, together with ownership of the hardware.



Notwithstanding this possible transfer, the obligations arising out of this lease agreement shall continue to remain with the lessor, failing agreement to the contrary between the parties.

10. Insurance

As from the acceptance of the hardware and throughout the term of the lease agreement, until the return in full of the leased hardware, the lessee bears sole responsibility vis-à-vis any third party, including the lessor, for any personal injury, material or immaterial damage, caused directly or indirectly by the said hardware or on the occasion of its use, whatever the cause.

The lessee is bound to take out insurance cover throughout the term of the lease agreement against the effects of his civil liability. He is also bound to take all precautions to avoid any deterioration or theft of the leased hardware, failing which he undertakes to compensate the lessor for the prejudice suffered. He guarantees the lessor against possible recourse by third parties.

11. Termination

If the lessee fails to duly satisfy within the proper time any obligation whatsoever arising out of this lease, or in case of bankruptcy, composition, attachment, garnishment or liquidation of the lessee's company, the lessor may, without formal notification and without legal intervention, terminate the lease contract with immediate effect.

In such a case, the lessor is entitled, without any other form of warning, to repossess the hardware and the lessee must pay to him, by way of compensation, in accordance with articles 1226 ff and 1152 of the civil code, compensation equal to the amount of the rents still payable.

However, sums arising out of the subsequent leasing or sale of the hardware, after deduction of any costs incurred, shall be for the benefit of the lessee insofar as these net amounts together with amounts received by way of compensation as defined above, exceed the total amount of the said compensation plus the capital left to be depreciated after the term of the lease.

12. Return of the hardware

On the first day which follows the end of the lease, the lessee shall return the leased hardware to the lessor.

If on unpacking the hardware or on receipt of the hardware the lessor observes faults which are not the result of normal wear and tear, all costs arising out of the necessary repairs, including labour and spare parts, shall be invoiced to the lessee.

13. Refusal to return the leased hardware

If the lessee refuses to return the hardware, the lessor shall be entitled, without prejudice to other rights, to immediately arrange for the hardware to be removed, without the lessee having any grounds for damages of whatsoever kind.

The lessor can also claim compensation from the lessee for any damage incurred.

TSF Centre sprl
Rue du Moulin 55
7090 Braine-le-Comte

T +32 67 21 41 17

F +32 67 21 41 17

www.strategy-and-go.be

RPM MONS / TVA : BE 0885.929.803



14. Packing material

The packing material supplied with the leased hardware remains the lessor's property.

If packing material is found to be missing when the hardware is returned on termination of the lease, the lessor shall invoice the lessee for the amount of 50 € per missing packing item.

15. Taxes, costs and fines

All taxes of a general nature whatsoever arising out of this agreement, together with all costs and fines arising out of failure to fulfill certain provisions of this agreement, are borne by the lessee. The latter must also pay all taxes, present and future, which are levied on the use of the leased hardware.

The leasing fees mentioned in the special conditions are calculated on the basis of the legal and tax regulations applicable at the time of their acceptance by the lessee.

If, during the first year following this date, changes are made to these regulations in such a way that the financial calculations made by the lessor are substantially affected, the lessor reserves the right to revise the leasing fees in order to correctly take these changes into account.

16. Election of domicile - jurisdiction

For the performance of this contract and its effects, the lessor elects domicile at his registered office and the lessee at the address indicated in the special conditions.

Any dispute arising out of the performance of the lessor's or the lessee's obligations falls within the exclusive competence of the courts of the judicial area of Brussels.

"Read and approved" The lessee

Name :.....
(In capitals please)

Last update: 19/1/2010

TSF Centre sprl
Rue du Moulin 55
7090 Braine-le-Comte

T +32 67 21 41 17

F +32 67 21 41 17

www.strategy-and-go.be

RPM MONS / TVA : BE 0885.929.803