

# General terms and conditions

These are the terms and conditions of Kamera Express Rental Belgium BV with registered office at Boomsesteenweg 81, 2610 Antwerp and registered in the Crossroads Bank of Enterprises under number 0764.406.619.

Please read these Terms and Conditions carefully. In order to rent goods from Kamera Express Rental, the future Renter must first read these Terms and Conditions and explicitly accept them when placing an order.

## Article 1. Definitions

*General Terms and Conditions:* Current general terms and conditions applicable to offers, sales of Kamera Express Rental and/or any Agreement concluded with the hirer.

*Kamera Express Rental:* Kamera Express Rental Belgium BV with registered office at Boomsesteenweg 81, 2610 Antwerpen and registered in the Crossroads Bank of Enterprises under number 0764.406.619.

*Goods:* The movable property as mentioned on the Website and available to the renter, including but not limited to: audiovisual equipment, photographic material, information carriers, ... as well as the accessories and appurtenances.

*Rental day:* A period of 24h which starts at the time agreed between the Hirer and Kamera Express Rental.

*Renter:* The natural person who rents the Goods from Kamera Express Rental for a specific Rental Period.

*Rental period:* The total number of Rental Days for which the Renter wishes to rent the Goods.

*Rental Price:* The rental price for the Goods rented by the Renter for the specified Rental Period when the order is placed. The Rent is calculated on the Goods per Rental Day multiplied by the total Rental Period.

*Agreement:* The agreement entered into between Kamera Express Rental and the Renter for the rental of Goods by Kamera Express Rental to the Renter.

*Website:* [www.Kamera Express Rental.nl](http://www.KameraExpressRental.nl).

## Article 2. Applicability

2.1 These General Terms and Conditions apply, unless otherwise previously, expressly and in writing, to any offer/quotation made by Kamera Express Rental, and to any Contract concluded between Kamera Express Rental and the Renter.

2.2 Any general terms and conditions used by the Renter will not apply unless previously, expressly and in writing agreed to by Kamera Express Rental.

## Article 3. Offers/orders

3.1 Any offers are valid as long as they are mentioned on the Website and as long as stocks last. In addition, offers are subject to availability.

3.2 The description given by Kamera Express Rental will always be as complete and accurate as possible and will at least be sufficient to allow the Renter to make a proper assessment of the good. If Kamera Express Rental makes use of images for the offered Goods and/or services, these will always be displayed as accurately as possible. If Kamera Express Rental makes a clear mistake, it is not obliged to deliver the goods. The images used have no binding value.

3.3 If the Renter places an order, but it turns out that one or more of the chosen Goods are not available for the Rental Period after all, Kamera Express Rental will propose an alternative - as far as this is possible.

## Article 4. Creating an account

4.1 In order to place an order, the Renter must create an account on the website.

4.2 The Renter agrees to provide accurate, current, correct and complete information. In addition, the Renter agrees to update the information as necessary to keep it accurate, current, correct and complete.

4.3 Kamera Express Rental reserves the right not to accept the application based on valid reasons, which include but are not limited to:

- failure to provide the requested data for identification;
- providing incomplete or incorrect data for identification;
- If the Renter attempts to log in and/or create accounts multiple times using different identities;
- In case the Renter tries to use someone else's identity;

- If the Renter fails to comply with one or more provisions of these Terms and Conditions or has failed to do so in the past;
- If Kamera Express Rental can reasonably assume that the Renter will not comply with one or more provisions of these General Terms and Conditions.

4.4 The Renter is responsible for keeping his/her own data confidential as well as the chosen username and password. The Renter is responsible for keeping his/her own account secure at all times. The Renter is responsible for the use made of the account and orders placed through the account, whether or not the Renter has given consent. The login details must not be shared. The Renter shall indemnify Kamera Express Rental for any damages resulting from the unauthorised use of the account.

4.5 The Renter undertakes to immediately notify Kamera Express Rental in writing as soon as it becomes aware of any unauthorised use of the account/registration, authentication data, login data and/or password(s).

## Article 5. Establishment of an agreement

5.1 All Agreements are only concluded upon written confirmation by Kamera Express Rental. The Renter is considered to agree with the (order) confirmation, unless he objects in writing to Kamera Express Rental within 7 calendar days, stating reasons. In any case, the Renter agrees to the Agreement after signing the Agreement and/or after paying the Rental price.

## Article 6. Confirmation dates

6.1 After placing an order, the Renter will be asked to confirm the (option) dates of the Rental Period. Unless expressly stipulated otherwise, the Renter will have to confirm the (option) dates at least 24 hours before the start of the Rental Period. If the Renter does not confirm this within the set time period, Kamera Express Rental has the right to rent the Good to a third party for the set time period.

## Article 7. Object

7.1 Kamera Express Rental rents the Goods as stated on the Website in accordance with their availability.

7.2 The Goods as rented by Kamera Express Rental are standard in their execution and meet standardised standards in the industry.

7.3 Kamera Express Rental rents out the Goods that Kamera Express Rental usually uses and of which it monitors the quality. Kamera Express Rental guarantees that the delivered, provided or rented Goods comply with its specifications. The Renter is not allowed to use goods, including equipment and/or parts from third parties, in combination with the goods rented by Kamera Express Rental. The Renter must handle the goods of Kamera Express Rental with care and is only authorised to personally use these goods according to the applicable technical regulations, any specific regulations of Kamera Express Rental, at the specified locations in accordance with the Agreement. The Renter is also not allowed to change or repair parts of the delivered, provided or rented goods or use other software than prescribed by Kamera Express Rental.

7.4 Giving the Goods in use to a third party and/or subletting them to a third party by the Renter is expressly prohibited.

7.5 Kamera Express Rental has the right at all times to use a third party for the execution of the Renter's order. If previously agreed with the Renter, Kamera Express Rental will charge the Renter for any additional costs involved.

## Article 8. Rental price and payment

- Price

8.1 All Rental prices are expressed in Euros and are always inclusive of VAT.

8.2 All Rental Prices are always clearly stated on the Website and are always the Rental Prices for a Rental Day.

8.3 The Rental Prices are always exclusive, without limitation, of shipping and transportation costs, communication costs, cleaning costs, security costs, any costs for renting equipment from third parties and special, specific requests from the Renter.

8.4 Any additional costs incurred due to the actions of the Renter will be charged to the Renter.

8.5 The Renter owes the Rental price agreed upon during the last step of the ordering process and as confirmed by Kamera Express Rental in the written confirmation sent by it.

8.6 The Rental price shall be calculated on the Goods per Rental Day multiplied by the total Rental Period.

8.7 Obvious errors in the quotation such as obvious inaccuracies can be corrected by the Renter even after confirmation of the Rent by the Renter and after the conclusion of the Agreement.

8.8 If, at the request of the Renter, the rental and/or delivery of the Goods is postponed or accelerated, Kamera Express Rental is entitled to charge the Renter a reasonable administrative fee of 25% of the Rental Price, provided the Renter is notified thereof in advance. This fee will always be clearly explained by Kamera Express Rental.

Exceeding the Rental Period is not permitted except with the prior, express, written consent of Kamera Express Rental.

If the Goods are brought in late, an additional Rental Day will be charged for each day of delay. Kamera Express Rental reserves the right to claim additional compensation from the Renter for exceeding the Rental Period, including - but not limited to - lost profit. The day's delay will commence and will be payable in full at the start of each new 24-hour period following the Rental Period.

8.9 The Renter owes the Rent even if he has no (full) rental enjoyment due to a circumstance not attributable to Kamera Express Rental (including, without limitation, delay of the software, good being damaged during the Rental Period,...).

8.10 If Kamera Express Rental has to perform other than its usual activities, consisting of, for example, safekeeping of items of the Renter, it is entitled to attach a reasonable fee to this with respect to the Renter.

#### *- Payment*

8.11 The Renter can always choose between immediate online payment or payment at the location where the Goods will be picked up and returned.

8.12 Cash payment is not possible.

8.13 If payment by credit card is chosen by the Renter, then the terms and conditions of the relevant card issuer will apply. Kamera Express Rental is not a party in the relationship between the Renter and the card issuer.

8.14 Offsetting of mutual claims and debts is excluded, unless otherwise expressly agreed in writing between the Renter and Kamera Express Rental.

8.15 Any costs for the delivery and/or collection of the Goods must always be paid in advance to Kamera Express Rental.

Insofar as the Renter chooses to make an online payment, the Renter must proceed to pay the Rental price, which the Renter has agreed to in accordance with article 8.5 of these Terms and Conditions, upon receipt of the confirmation email sent to the Renter by Kamera Express Rental. Only after receipt by Kamera Express Rental of the payment made by the Renter, the Goods will be reserved for the Renter in the respective Rental period.

8.16 If the Renter chooses an offline payment then the Renter shall proceed to pay the RENT at the time of picking up the Goods at the agreed location.

8.17 In the event the Rental Period is extended in accordance with article 9.5 of these General Terms and Conditions, Kamera Express Rental will clearly indicate how payment for this extension is to be made:

- Advance payment where the amount and account number are included in the confirmation email;
- Payment upon returning the Goods to Kamera Express Rental.

#### *- Deposit*

8.18 In some cases, paying a deposit will be mandatory. Kamera Express Rental will always indicate this clearly in advance. The amount of the deposit is linked to the value of the rented Goods.

8.19 Insofar as the Goods are returned to Kamera Express Rental in a timely and compliant manner, Kamera Express Rental undertakes to refund the deposit to the Renter within 3 business days.

## **Article 9. Rental period**

9.1 Each Rental Period is calculated in "Rental Days". A Rental Day is calculated per 24-hour period.

9.2 The total desired Rental Period must always be determined in advance between the parties at the time of order by the Renter.

9.3 The Rental Period shall commence on the date agreed in the Agreement and more specifically at the (agreed) time of collection of the Goods.

9.4 The Rental Period ends when the Goods are returned by the Renter to the agreed location.

9.5 Extending the Rental Period is only possible subject to prior, express and written confirmation by Kamera Express Rental and provided the Goods are available for the relevant additional period.

If Kamera Express Rental does not agree, the Renter is obliged to return the Goods to Kamera Express Rental at the end of the Rental Period provided between the parties and at the location determined between the parties.

9.6 A Rental Period must always be established before one or more Goods can be rented.

9.7 Unless otherwise agreed in writing between the Renter and Kamera Express Rental, earlier return of the Goods will not entail a reduction in Rental price.

In any case, no refund will ever be made. If Kamera Express Rental agrees to a deduction in Rent, the rate will be placed as a credit on the Renter's account. The Renter can deduct this credit from the Rent to be paid on a subsequent order.

# Article 10. Cancel an order

10.1 It is possible for the Renter to cancel all or part of the order he has made, under the conditions stated below. The (free) cancellation must be done at least 24 hours before the start of the Rental period. In case of late cancellation by the Renter, Kamera Express Rental will charge the Renter a cancellation fee of 75% of the price for a Rental Day. In case a different cancellation period would apply for certain goods, this will be clearly indicated on the website.

10.2 The cancellation must be made in writing. The date of receipt by Kamera Express Rental of the cancellation will be considered the "date of cancellation".

10.3 If specific costs (preparation costs, costs with regard to third parties, etc.) have already been made by Kamera Express Rental for the benefit of the Renter, Kamera Express Rental reserves the right to charge these costs to the Renter in case of cancellation by the Renter. The Renter will always be informed about this beforehand.

10.4 If the Renter does not cancel the renting of the Goods but fails to collect and/or take delivery of the rented Goods in the event of delivery, the full price for the Renting Period will be charged to the Renter.

10.5 Kamera Express Rental reserves the right to cancel Agreements in whole or in part in writing in case of such changes in circumstances beyond Kamera Express Rental's control (e.g. changes in regulations, legislation, etc.) that compliance can no longer reasonably be expected of Kamera Express Rental or that compliance would entail criminal law risks. The Renter is in such a case not entitled to any compensation.

# Article 11. Right of withdrawal

11.1 When renting the Goods via a distance contract, the Renter has a period of 14 days in accordance with Article VI.47 WER to withdraw from the contract, concluded at a distance, without giving reasons.

11.2 The period of the right of withdrawal as provided for in current Article 11 shall expire for the rental of the Goods 14 days after the day on which the agreement is concluded.

11.3 The Renter cannot exercise the right of withdrawal as stipulated in this article 11 after the full execution of the Agreement, if the execution has started with the Renter's express prior consent. The Renter acknowledges to have knowledge of the fact that it loses its right of withdrawal once Kamera Express Rental has fully executed the Agreement.

## MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to revoke the agreement)

— To [here the company, its name, address and, if applicable, its fax and e-mail address should be filled in].

— I/We (\*) hereby part/share (\*) with you that I/we (\*) am revoking/revoking our agreement regarding the sale of the following goods (\*)/provision of the following service (\*)

— Ordered on (\*)/Received on (\*)

- Name(s) of Consumer(s)

- Consumer address(es)

- Date

- Signature of consumer(s) (only if this form is submitted on paper)

(\*) Delete what does not apply

# Article 12. Pick up of an order

12.1 The Renter agrees to pick up the rented Goods at the agreed date and time and location.

12.2 The Renter must always present proof of identity when collecting the Goods. If the Renter calls upon a third party to collect the Goods, that third party must bring proof of identity from the Renter.

12.3 Upon receipt of the Goods, the Renter must always inspect the Goods and immediately report any defects in writing to Kamera Express Rental.

## Article 13. Delivery/payment of an order

13.1 The Renter may choose to have the Goods delivered and/or collected at an address of his choice at the time specified in the Agreement. Delivery/collection is possible subject to payment of the delivery charge as indicated on the Website. Delivery/collection is only possible for the postal code areas as indicated on the Website and for places accessible by car. Kamera Express Rental reserves the right to change these zip code areas.

13.2 Kamera Express Rental relies on a third party/delivery service of its own choice to carry out the delivery/collection.

13.3 Delivery service is not available for orders placed with Kamera Express Rental less than 24 hours in advance.

13.4 The Renter is responsible for providing the correct delivery and/or pickup address as well as all necessary details as provided on the Website. The costs for delivery/collection must always be paid in advance by the Renter to Kamera Express Rental.

13.5 If Kamera Express Rental has not received the payment and/or necessary data in time (at least 24 hours before delivery), the delivery/pickup will not take place. This will be equivalent to a cancellation of the order as stipulated in Article 9 of these General Terms and Conditions.

13.6 The Renter acknowledges and accepts that the delivery/collection of the Goods is a pure delivery/collection of the Goods. The Renter shall make its own arrangements for using the Goods in so far as may be necessary having regard to the nature of the Goods and/or the purpose for which the Goods are to be used. In addition, the Renter shall pack the Goods in the same manner as he/she obtained them by delivery.

13.7 The Renter is responsible for taking delivery of/delivering the Goods at the agreed location and time. Kamera Express Rental will be entitled to charge additional costs, which are a consequence of any delay in taking delivery of the Goods, to the Renter.

The delivered Goods may not be refused, unless Kamera Express Rental has no (unreasonable) objections against the refusal to take delivery, there is no increase in costs and the Renter's refusal does not affect payment of the agreed Rent to Kamera Express Rental. The refusal to take delivery of the Goods in no way releases the Renter from its obligation to pay the costs of delivery.

13.8 Kamera Express Rental will do everything possible to ensure that every delivery/collection always takes place on time. However, Kamera Express Rental is dependent on third parties (including but not limited to delivery services and couriers) as well as any other renters who have rented the Goods for the Renter during the period. Kamera Express Rental will notify the Renter if the delivery/pickup will not be able to take place in time, including an indication of the new delivery and/or pickup time.

Unless delivery within the agreed delivery term is essential and the Renter has again informed Kamera Express Rental, exceeding the agreed delivery term(s) does not give the Renter the right to cancel the Agreement, except in the event of intent or gross negligence on the part of Kamera Express Rental. Kamera Express Rental will then be given the opportunity to still deliver within a reasonable term.

If Kamera Express Rental does not deliver the Goods within the newly agreed term, then the Renter has the right to cancel the Agreement.

13.9 Upon receipt of the Goods, the Renter must always inspect the Goods and immediately report any defects in writing to Kamera Express Rental, as provided for in Article 20 of these General Terms and Conditions.

13.10 To the extent permitted by law, the shipment of Goods by and/or to Kamera Express Rental will at all times be at the risk of the Renter.

## Article 14. Return of an order

14.1 The Renter undertakes to return the Goods at the end of the Rental Period at the agreed location and time.

14.2 Returning the Goods to a location other than where the Renter picked up the Goods is only possible if indicated at the time of order.

14.3 The return of Goods is only possible during the opening hours of the relevant location.

14.4 The Renter may also choose to have the Goods collected as provided in Section 11 of these Terms and Conditions.

## Article 15. Use, maintenance and repairs

15.1 The Renter shall closely monitor the condition and operational status of the Goods and immediately notify Kamera Express Rental by telephone and/or email in the event of any problem, defect, deficiency, damage, ... or if the operation of any part of the Goods does not meet the reasonable requirements for the Goods.

15.2 Insofar as the Renter notifies Kamera Express Rental by telephone of a problem, defect, deficiency, damage, etc. to the Goods, the notification must be followed within 48 hours by a written confirmation by e-mail, accompanied by a detailed description of the problem, defect, deficiency, damage or deviation.

15.3 The Renter is expressly forbidden to carry out any repairs or to have repairs carried out on the Goods, unless with the prior, express, written approval thereof by Kamera Express Rental. If the Renter, contrary to the above, performs any repairs or has any repairs performed, he is i) solely liable for the additional costs and/or damage caused by this repair on the part of Kamera Express Rental and ii) the full costs of this repair are to be borne by the Renter.

15.4 The Renter agrees to use and allow the Goods to be used only for their normal purpose.

15.5 The Renter is responsible for compliance with all applicable laws and regulations relating to the Goods and the work and the purpose for which it is used.

## Article 16. Reservation of Ownership

16.1 Kamera Express Rental expressly reserves ownership of the Goods rented to the Renter at all times.

16.2 Nothing in the Agreement concluded between the Renter and Kamera Express Rental can create a presumption of sale.

16.3 The Renter will indemnify Kamera Express Rental against all third party claims on the Goods, in particular those of its creditors, as well as against all protective and enforcement measures by third parties on the Goods. The Renter shall immediately notify Kamera Express Rental in writing of any property law claims and protective or enforcement measures on the Goods by third parties. In such case, the Renter shall also inform the third parties making the business law claims or seizures that the Goods are the property of Kamera Express Rental.

## Article 17. Liability

17.1 The Website is offered to the Renter without any explicit or implicit guarantees concerning its correct operation. Kamera Express Rental is not liable for any direct or indirect damage resulting from the use of the Website, nor for any damage caused as a result of incorrect, incomplete, ambiguous or dated content or language errors on the Website.

17.2 Except in case of intent or gross error and except as otherwise provided by law, Kamera Express Rental is in no way liable for any direct or indirect damage or consequential loss resulting from the use of the Goods, related to the Agreement between the parties and/or these General Terms and Conditions.

Kamera Express Rental's full liability is in any case limited to the amount of the Rental Price of the Good(s) in question.

17.3 Throughout the Rental Period, the risk of the Goods is with the Renter.

17.4 The Renter will be responsible for any damage resulting from its use of the Goods and will indemnify Kamera Express Rental for any claim that might be made by third parties.

17.5 The Renter is liable for any and all damage or loss, which occurs or has occurred to Kamera Express Rental's, third parties' or its own belongings, caused during the Rental Period, including but not limited to a contractual failure of the Renter, animal theft, vandalism, foreseen and unforeseen weather conditions, and circumstances that cannot be considered force majeure.

17.6 Kamera Express Rental will examine the Goods upon return at least shortly after the Goods have been returned. If the Renter chooses to have the Goods picked up, Kamera Express Rental will inspect the Goods as soon as Kamera Express Rental is in possession of them again. The Renter agrees to return the goods in the same condition as in which he received them. Kamera Express Rental will notify the Renter immediately and at least within 5 working days after receipt of the Goods of any noticed damage, loss, missing.

All costs for damage, loss, loss and/or theft will be charged to the Renter.

17.7 The Renter is responsible to check the Goods upon delivery after the Rental Period and not to hand over any own equipment together with the Goods (e.g. memory card, tripod,...). Kamera Express Rental is in no way responsible for any loss or damage to the Renter's own equipment. Any of the Renter's own equipment found will be kept by Kamera Express Rental for a maximum of one month, after which it will be destroyed.

17.8 Upon return of the Goods, the memory cards will be formatted immediately, at least within a very short period of time. The Renter is himself responsible for taking the necessary back up of his data/work (photos, films,...). Kamera Express Rental is in no way responsible for the loss of data/work.

17.9 In the event that the Goods become unusable and insofar as the unusability is attributable to Kamera Express Rental (poor maintenance, intrinsic defect, etc.), Kamera Express Rental will, insofar as possible, endeavour to provide suitable replacement of the Rented Property that has become unusable as soon as possible. In such a case, the Hirer will not have the option to cancel the Hire.

If Kamera Express Rental cannot provide a suitable replacement (in time), the Renter has the right to a reduction of the agreed Rental price in proportion to the duration of the Rental Period. The Renter will have no right to any compensation.

17.10 The Renter is solely responsible for the selection of the Goods and for the suitability of the Goods for their intended purposes.

17.11 The Renter acknowledges and accepts that any advice given by Kamera Express Rental and its employees or any other contribution of any kind on behalf of Kamera Express Rental is provided without any admission of responsibility.

## Article 18. Intellectual Property

18.1 Kamera Express Rental is the exclusive owner or assignee of all intellectual property rights associated with the Website and the Goods offered. The Renter undertakes not to copy, edit, exploit, resell or in any other way use in any way, shape or form the whole or any part of the elements that make up the Website. These elements include, but are not limited to: the brand(s), texts, software, databases, forms, trade names, product names, logos, graphic elements as well as illustrations, graphs, music, color combinations, slogans, layouts and page layouts and any other element eligible for protection of the Website(s) and the service(s) provided.

## Article 19. Operation

19.1 Kamera Express Rental makes every effort to provide access to its Website 24 hours a day and 7 days a week, as well as to correctly process all requests. However, in view of the technical characteristics of the Internet and of computer resources and the need to carry out periodic maintenance, updates or upgrades, Kamera Express Rental cannot guarantee uninterrupted access and service. In the event of normal acceptable interruption or disruption of access or services, Kamera Express Rental will do everything in its power to remedy this within the shortest possible time. Such normally acceptable interruptions or disturbances are inherent to the service through the internet and cannot be considered a shortcoming.

## Article 20. Force majeure

20.1 Notwithstanding any provision of these General Terms and Conditions to the contrary, Kamera Express Rental shall not be liable for any delay or non-performance of its obligations under the Agreement concluded between the parties, insofar as the non-performance or delay is due to force majeure.

20.2 Performance of the Agreement will be suspended for the duration of the force majeure situation.

20.3 Force majeure is any circumstance beyond Kamera Express Rental's control that prevents Kamera Express Rental from fulfilling its obligations in whole or in part. This includes, but is not limited to, strikes, fires, company failures, machine defects, amended legislation, computer defects, system failures, energy failures, failures in a (telecommunication) network or connection or used communication systems, late delivery by suppliers or other third parties, war, pandemic, epidemic, natural disasters, interruptions of transport possibilities, riots and other uprisings, measures by any government agency, etc.

20.4 General shall not be liable for any compensation or damages if the delay, cancellation or disconnection is due to force majeure.

## Article 21. Complaints

21.1 Any complaints about the Goods delivered, provided or rented by Kamera Express Rental must be made by the Renter in writing to Kamera Express Rental within 24 hours after receipt by the Renter. Subsequent complaints cannot be withheld, except for complaints regarding a hidden non-conformity of the Hired Goods.

Complaints regarding a hidden non-conformity must be reported in writing to Kamera Express Rental within 24h after the relevant non-conformity has been established.

21.2 Upon receipt of the complaint, Kamera Express Rental will investigate the complaint and make the necessary findings and investigate the complaint.

21.3 If the Renter has timely and correctly submitted his/her complaint with regard to the Goods to Kamera Express Rental, and insofar as it appears that the delivered, made available, rented Goods do not comply with the content of the Agreement at all, and furthermore, serious shortcomings can be attributed to Kamera Express Rental, Kamera Express Rental will, subject to the provisions elsewhere in these General Terms and Conditions, repair the delivered, made available or rented Goods or will deliver, make available or rent replacement Goods (unless the deviation is too small to justify repair and/or replacement or the Good has failed or deteriorated as a result of the Renter's actions). At Kamera Express Rental's option, the Renter may instead also be credited with up to the value of the Goods taken back or of the agreed booking period. The same applies mutatis mutandis in the legal relationship between the Renter and the third party, if Kamera Express Rental has outsourced the delivery, provision or rental of Goods in whole or in part to a third party, with the consent and on the instructions of the Renter.

21.4 Any complaints about invoices from and/or collections by Kamera Express Rental must be made in writing to Kamera Express Rental within fourteen days of the invoice date, stating reasons.

21.5 The submission of a complaint by the Renter to Kamera Express Rental does not in any way suspend the Renter's payment obligations to Kamera Express Rental, except as otherwise expressly provided in advance and in writing.

## Article 22. Miscellaneous provisions

22.1 If one of the provisions of these General Terms and Conditions should be invalid, unenforceable or void, this shall not affect the validity of the other provisions of these General Terms and Conditions or of the entire Agreement, including the General Terms and Conditions.

22.2 One or more provisions of these General Terms and Conditions may only be deviated from if expressly agreed in writing. In that case, the other provisions shall remain in full force.

22.3 Renter's rights are not transferable, except with the express, prior, written consent of Kamera Express Rental.

22.4 No abstention or failure by either party to exercise or enforce its rights under any provision of these Terms and Conditions shall constitute a waiver of right. No waiver by either party of any breach or provision or clause of these Terms and Conditions shall be deemed a waiver of any breach of any other provision or clause thereof.

## Article 23. Litigation

23.1 These General Terms and Conditions are governed exclusively by Belgian law.

23.2 All disputes arising from these General Terms and Conditions and/or the Agreement shall be subject to the jurisdiction of the Belgian courts, the courts of Antwerp, Antwerp Branch being exclusively competent.