

# TERMS AND CONDITIONS FOR THE RENTING OF PORTABLE TOILETS

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## 1. DEFINITIONS

In these terms and conditions the following definitions will be applicable:

Selikor NV:

the company that rents toilets and is in charge of transporting and emptying such toilets.

Client:

the individual, or legal person or sole proprietorship with whom an agreement is entered into with Selikor NV.

If the client is a legal person or later appears to be a legal person and the particulars known to Selikor NV of that legal person prove to be incomplete or incorrect, or if it becomes evident that the person who has signed the agreement, to which the General Terms and Conditions apply, was not authorized to sign the agreement on behalf of the legal person and the legal person refuses to comply with its obligations under the agreement, then this agreement shall be deemed to have been concluded with the natural person who has signed the agreement, which natural person shall be considered as the client until the agreement is legally terminated.

Toilets:

mobile toilet units, including but not limited to any of the models: simple, basic, luxury, luxury plus and mobile toilet vehicles with several toilets, portable reservoir and attributes connected to or on the toilets, whether or not inseparably, but in any case pertaining to such toilets, including, but not limited to toilet roll holders, washbasins, hand soap, toilet paper, hand soap holders, towels and mirrors which, are rented to the client.

## 2. USE AND EMPTYING OF PORTABLE TOILETS

### Article 2.1

The client is responsible for managing and taking care of the toilets like a

*bonus pater familias* and at the termination of the rental agreement to return the toilets to Selikor NV in the same condition as they were at the time of delivery thereof to the client.

### Article 2.2

The transportation and emptying of the toilets takes place during the working hours as are established by Selikor NV for its employees. For the transportation and emptying of toilets at the client's request outside the working hours applicable at Selikor NV, additional charges will be due by the client, the amount of which will be reasonably determined by Selikor NV.

### Article 2.3

Selikor NV is and shall remain the sole owner of the toilets. Selikor NV may give the client instructions for the proper and safe use of the toilets, also for the purpose of promoting a speedy delivery, collection and emptying of the toilets. The client will be required to strictly follow these instructions.

### Article 2.4

On the day agreed upon with the client, Selikor NV will deliver, empty and/or collect the toilets. The client is under an obligation to provide free and unobstructed access by the vehicle of Selikor NV used to deliver, empty or collect the toilet. If, due to negligence on the part of the client, Selikor NV does not succeed to deliver, empty or collect the toilets on the day in question, Selikor NV reserves the right to nevertheless charge the call-out costs of transportation to the client.

### Article 2.5

- (a) The toilets must be easily accessible for the collecting vehicle of Selikor NV, with the understanding that the distance between the collecting vehicle and the toilets is not allowed to exceed 25 meters.
- (b) For every 15 minutes exceeding the time which was agreed upon by the parties for Selikor NV to start

emptying the toilets, Selikor NV has the right to charge the client with an additional fee equal to emptying one (1) toilet.

- (c) If the location indicated by the client to place the toilets is not (easily) accessible for the collecting vehicle of Selikor NV, the client will be under an obligation to place the toilets at another place, to be determined in consultation with Selikor NV.

#### Article 2.6

Cancellation of a planned transportation and emptying of the toilet, duly communicated to Selikor NV at least at 12:00 p.m. on the day preceding the date agreed upon, will not be charged to the client.

#### Article 2.7

It will not be permitted for the client to have any third party, whether or not against payment, transport or empty the toilets or to rent or sub-rent the toilets to any third party.

#### Article 2.8

Aside from the chemicals that are specifically required, the toilets may not contain any substances which do not result from normal use and/or are not biodegradable.

#### Article 2.9

To ascertain the due compliance by the client of its contractual obligations, Selikor NV has the right at all times to inspect and/or analyze the contents of the toilets before transporting the same. The client will not be entitled to derive any rights or claims against Selikor NV from its failure to have the contents of the toilets inspected or analyzed. Selikor NV reserves the right to claim from the client any and all costs related to an inspection or analysis of the contents of the toilets.

#### Article 2.10

In the event that, after inspection of the contents as referred to in article 2.9 – whether on the spot or afterwards – substances, other than those mentioned in article 2.8, are detected in the contents, the client will be liable for any damage of any kind Selikor NV or any third party may

suffer as a result thereof. In that case, Selikor NV will have the right to remove from the aforementioned contents any prohibited substance at the client's expense. All costs involved with any particular way of removal of the substances in question and with the emptying of the toilets, the disposal of the aforementioned prohibited substances and the cleaning of the toilets are for the client's sole account.

#### Article 2.11

In cases where Selikor NV, due to certain facts or circumstances, deems fit, it has the right to charge a security deposit due and payable by the client prior to placing the toilets.

### 3. LIABILITY

#### Article 3.1

The client is fully responsible for the toilets, whether or not they are placed on the public road, and is liable for any damage incurred by third parties, directly or indirectly related to (the placing of) the toilets.

#### Article 3.2

The client is fully liable for any loss or other damage Selikor NV may incur as a result of damage to or theft of a toilet. Damage to or theft of a toilet does not relieve the client from its contractual obligations towards Selikor NV.

#### Article 3.3

In case of theft of or damage to one or more toilets the client shall notify Selikor NV thereof immediately. In case of theft the client shall, in addition, report the incident to the police and submit a proof hereof. If the incident concerns damage to the toilet(s), the damaged toilet(s) must be returned to Selikor NV without any delay, in which case Selikor NV will replace the toilet(s) against payment by the client of the corresponding rent.

#### Article 3.4

At the client's option, it can make use of the possibility offered by Selikor NV for the redemption of liability in case of damage to the toilet(s) – i.e. not including damage resulting from theft

– against payment of an additional compensation, reasonably to be determined by Selikor NV. Payment of the redemption of liability will not exempt the client of its responsibilities referred to in articles 2.1 and 3.2 of these terms and conditions.

#### Article 3.5

Selikor NV cannot be held liable for any damage caused to any person or object directly or indirectly resulting by the presence or use - whether or not judicious – of the toilets, unless such damage was caused directly and exclusively by gross negligence of employees of Selikor NV.

#### Article 3.6

- (a) The client shall fully indemnify Selikor NV at his/her sole expense against any damage Selikor NV may suffer as a result of any action taken by a third party against the client, where the toilet(s), or the parcel of land on which such toilet is located, is seized and/or auctioned (e.g. in case of a foreclosure sale).
- (b) The client shall notify Selikor NV as soon as he/she becomes aware of the intention of a third party to take a measure as referred to in paragraph (a) of this article.
- (c) In addition, the client shall inform Selikor NV immediately of any claim which may be realized against the client and which may result in a (public) sale of the property on which the toilet is located.

### 4. RATES

#### Article 4.1

The client shall pay the rent for the toilet(s) in advance, before the corresponding service is rendered.

#### Article 4.2

If the client fails to timely comply with his/her payment obligations referred to in article 4.1 of these terms and conditions, he/she will be under an obligation to pay the amount due within ten (10) days after a written summons from Selikor NV to that effect. In that case, and without any notification, the client will

automatically owe legal interest on the outstanding amount due, calculated from the due date as mentioned on the invoice until full payment of the amount due. In addition, any and all extrajudicial costs, reasonably incurred by Selikor NV in connection with the collection of the amount due from the client (collection fees), determined at 20% of the amount owed, will be for the account of the client.

#### Article 4.3

Should the client fail to (timely) comply with his/her payment obligation as referred to in article 4.1, and without prejudice to that that which is provided in article 4.2 of these general terms and conditions, Selikor NV will have the right to suspend the performance of its obligations under the agreement, and remove the toilets from the client until the entire outstanding balance due by the client to Selikor NV has been settled. By the mere usage of the toilets the client agrees that in such cases Selikor NV will be authorized to access the premises in question without further permission from the client.

#### Article 4.4

- (a) Selikor NV has the right once a year on January 1<sup>st</sup> to review the rates it has agreed upon with the client, and if necessary to increase these rates to a reasonable extent. The client will be notified of such increase in advance.
- (b) Without prejudice to the foregoing, Selikor NV reserves the right to adjust the rates if and as soon as the components, of which the rates are determined by law, are changed by a Government decree. Selikor NV will notify the client of such changes as soon as possible and prior to the introduction of the changed rates, unless the client was already properly informed thereof through other sources (e.g. a publication issued by the Government).

## 5. TERM OF THE CONTRACT

### Article 5.1

- (a) The agreement to which these terms and conditions apply is entered into effective from the date on which the toilet(s) is/are placed on the client's property.
- (b) The agreement will terminate on the date agreed upon by the parties, or any such later on which the toilet(s) is/are actually removed from the client's property.
- (c) Any part of day that the toilet(s) is/are on the client's property will be considered a full day for the purposes of calculating the rent due.

### Article 5.2

In case the client wishes to extend the term of the agreement, it shall notify Selikor NV accordingly in writing no later than one (1) working day prior to the termination date as agreed upon. If at the time of collecting the toilet(s) due to termination of the agreement, Selikor NV – at the client's request – reaches an arrangement with the client to extend the agreement, the client will still be charged a reasonable amount for transportation, to be determined by Selikor NV.

### Article 5.3

- (a) At the time of collection thereof the toilet(s) must be in good condition.
- (b) If at the time of collection Selikor NV does not find the toilets at the collection address, or if the toilets are not in good condition, the client will forfeit a penalty immediately due and payable in favor of Selikor NV amounting to a maximum of 12 times the monthly rental fee of the toilets. However, Selikor NV expressly reserves the right to claim from the client the entire actual damage it will have suffered.

### Article 5.4

In case of rent of one or more toilets on a daily basis, premature termination of the rental agreement will not be allowed.

### Article 5.5

In case of month to month, or rent for an extended term, either party has

the right to terminate the agreement prematurely by registered letter, observing a notice period of one (1) week. In these terms and conditions a month is understood to be a calendar month.

### Article 5.6

At the end of the contractual period the security deposit referred to in article 2.11 will be reimbursed to the client after offsetting outstanding invoices, if any.

### Article 5.7

In special cases, such as the closing of a business, the client may terminate the agreement prematurely by a written notice, without being bound by the provision of article 5.5. In that case, however, in the notice of termination the client shall explain and duly motivate – and, if so requested by Selikor NV, substantiate – the reason for the premature termination of the agreement.

## 6. FORCE MAJEURE

### Article 6.1

If, due to circumstances beyond its control, Selikor NV is fully or partly prevented from carrying out the activities agreed upon, it will have the right to suspend such activities.

### Article 6.2

- (a) If the period of force majeure lasts longer than 3 months, both parties will be entitled to give notice of dissolution of the agreement to the other party, either in full or in part, by registered letter.
- (b) Force majeure will be understood to be:  
Any circumstance independent of the will of the parties which either temporarily or permanently prevents the compliance with the agreement, such as, among other things, riots, strikes, transportation problems caused by restrictive weather conditions, fire and other factors from outside which seriously interfere with the operations of Selikor NV.

## 7. FINAL PROVISIONS

### Article 7.1

Selikor NV is free to assign its rights and obligations under this agreement as well as the ownership of the toilets to a third party, in which case it shall notify the client in writing accordingly, stating the name and other relevant information concerning the acquiring party or parties.

### Article 7.2

- (a) When entering into an agreement with Selikor NV the client must submit a copy of a valid identity document of him/herself (sédula, passport or driver's license).
- (b) In case the client is a legal entity or a sole proprietorship, a (copy of) an official excerpt from the Commercial Register of the Chamber of Commerce not older than six (6) months relating to the legal entity or, as the case may be, the sole proprietorship must be submitted to Selikor NV, as well as a copy of an identity document as referred to in paragraph (a) of the legal representative or, as the case may be, the owner.

### Article 7.3

These terms and conditions form a constituent part of the agreement between the client and Selikor NV and may be cited as 'Terms and Conditions for the Renting of Portable Toilets'.

### Article 7.4

Any deviation from these terms and conditions will only be permitted after express approval in writing of Selikor NV, on such further conditions as will be determined by Selikor NV at that time.

### Article 7.5

These terms and conditions are governed by the laws of Curaçao. All disputes directly or indirectly arising from or in connection with these terms and conditions shall be brought before the Court of First Instance of Curaçao, with the exclusion of any other court of law. There will be a dispute when either party makes a statement to that effect to the other party by registered letter.

### Article 7.6

These terms and conditions will become effective on January 1<sup>st</sup>, 2015. The previous versions of the General Terms and Conditions Portable Toilets are hereby revoked.

Curaçao, December 31, 2014

For Selikor NV:

Ir. W.M. Kook, MBA  
Managing Director