



## Terms for the Lease Module

### Article 1. Applicability

- 1.1 If the Agreement refers to the lease of Hardware, this Lease Module shall apply.

### Article 2. Ownership and Use

- 2.1 The Customer confirms:
- That Ricoh (or any third party involved) shall remain the owner of the Hardware and that the Customer shall see to it that the Hardware is clearly identifiable as Ricoh property;
  - That logos, trademarks, numbers or other means to identify the Hardware shall not be changed or removed;
  - That, generally speaking, they shall not make any changes to the Hardware;
  - That the Ricoh brand or trademark shall not be used by the Customer on Products and/or Services not belonging to Ricoh;
  - That the Hardware shall be handled with all reasonable due care and shall be kept in the working order in which it was supplied;
  - That no Hardware shall be permanently fixed to any immovable property;
  - That they shall immediately give anyone who wishes to exercise any right to or with regard to the Hardware, in particular in case of confiscation by a bailiff, access to the Agreement with Ricoh, in order to establish that the Hardware is owned by Ricoh and that it shall immediately notify Ricoh of this in writing.
  - That it shall use the Hardware as a responsible user and exclusively in accordance with its designated use, and shall follow the instructions given by Ricoh and/or the manufacturer.
- 2.2 The Customer is not permitted to do any of the following:
- Assign, transfer, pledge, sublease or otherwise encumber the Hardware or allow any third party to use the Hardware;
  - Give up the Hardware; or
  - Remove the Hardware from the Site.
- 2.3 The Hardware shall be delivered by Ricoh upon commencement of the lease and shall be accepted by the Customer in good working order, free of any damage and without any defects, unless the Parties have agreed otherwise in writing.
- 2.4 The Customer is responsible for the behaviour of those (such as the Customer's People) who make use of the Hardware during the lease period.

### Article 3. Insurance

- 3.1 The Customer must take out, at its own expense, insurance for the Hardware against all possible damage events without any unusual deductible or limitation, at the full replacement value. Upon request the Customer shall provide Ricoh with proof of such insurance.
- 3.2 If the Customer fails to insure the Hardware (in time) or fails to produce proof of adequate insurance of the Hardware, Ricoh shall take out a (temporary) insurance for the Hardware and pass on the price of this to the Customer. Ricoh shall share the required details of the Customer with its insurer in view of taking out adequate cover. The insurance payments shall be payable by the Customer to Ricoh until the Customer has taken out adequate alternative insurance for the Hardware after all, has notified Ricoh thereof and has subsequently enabled Ricoh to terminate the insurance again that it had taken out.
- 3.3 If a damage event occurs with regard to the Hardware, the Customer must immediately notify the insurer as well as Ricoh in writing with all relevant information including but not limited to a correct, full and accurate statement regarding the damage event. The Customer must take all measures required in order to prevent any further loss or damage. If the Customer fails to comply with its obligations, the Customer shall be liable for all possible resulting damage.

- 3.4 The Customer shall notify Ricoh in writing of the received and/or receivable insurance payment and pay this to Ricoh immediately after receipt.
- 3.5 Ricoh has the right to share data (including but not limited to personal data) in connection with the Agreement with its third-party insurer, with due observance of what is laid down in these Terms.

### Article 4. Service

- 4.1 During the term of the Agreement, the Customer is held to have the Service to the rented Hardware carried out:
- By Ricoh or by one of its Affiliates; or
  - By a third party after the prior written consent thereto by Ricoh, the supplier or the manufacturer.
- 4.2 During the performance of maintenance to the Hardware (urgent maintenance or otherwise) the Customer shall not be entitled to any damages, rent reduction or dissolution, nor to any alternative Hardware.

### Article 5. Termination

- 5.1 In addition to Ricoh's termination rights laid down in article 17 of the Terms for the Generic Provisions Module, Ricoh may immediately terminate an Agreement regarding lease by written notification, without observing a notice period and without obligation to pay any damages if the Hardware has been stolen, severely damaged or lost;
- 5.2 In the event of premature termination of an Agreement for the lease of Hardware which may be blamed on the Customer, the Customer shall owe Ricoh a sum equal to all amounts which the Customer would have owed Ricoh if the Agreement had not been terminated prematurely in accordance with the Agreement.
- 5.3 At the latest before the expiry date of the Agreement, the Customer must make the Hardware available to Ricoh in its proper, original working order upon Supply (except for normal wear & tear), for lack of which the Customer shall be liable for all resulting damage and/or expenses caused. If upon commencement of the lease no technical condition upon delivery has been laid down, the Hardware shall be deemed supplied brand new, free of any damage and without any defects and accepted as such by the Customer.
- 5.4 The Customer must schedule a date with Ricoh for returning the Hardware so as to enable Ricoh to pick up the Hardware or have it picked up. The pickup costs shall be invoiced by Ricoh at the applicable rate at that moment, except if the pickup costs have been explicitly taken into account in the Fees. If the Customer fails to make the Hardware available (in time) and/or does not enable Ricoh to pick up the Hardware, it shall forfeit a penalty of EUR 100 per Hardware product per day, this without prejudice to Ricoh's right to demand a higher compensation for the actual damage, without prejudice to Ricoh's right to demand enforcement.
- 5.5 After termination of the Agreement and after the Hardware has been returned, Ricoh shall see to deletion of, or to denying access to, all (customer-related) information that is still available on the Hardware by formatting the hard disk in the Hardware, by deleting the memory, by deleting any address books left behind and by checking any remaining or jammed paper. This mandatory data cleansing Service shall be carried out at the applicable rate at that moment if the Agreement does not contain any Fee for this. If desired, the Customer may have the data cleansing Service carried out in a certified manner at a surcharge. It is the exclusive responsibility of the Customer to transfer or copy all necessary information to local storage areas before returning the Hardware to Ricoh or to make this information accessible otherwise for further own use.

### Article 6. Damage

- 6.1 The Customer shall notify Ricoh of any defects and of the (imminent) damage resulting from that defect or from another cause or circumstance. Depending on the nature of the defect, the Customer shall also allow Ricoh a reasonable period of time to make a start with the repair of a defect at Ricoh's expense. The Customer shall confirm this notification to Ricoh



in writing, including but not limited to the reasonable period of time.

- 6.2 The Customer shall take suitable measures well in time so as to prevent and limit any damage to the Hardware.

#### **Article 7. Liability**

- 7.1 Ricoh is not liable for any damage caused by a defect, and the Customer cannot lay claim on rent reduction in case of a defect.