

Lease contract

The undersigned:

Refurbished Kinderwagens B.V., established at 2652 XL, Leeuwenhoekstraat 18, Berkel en Rodenrijs, legally represented by J. Kraak, hereinafter referred to as the Lessor;

and

Name with initials [Input], residing at [input], [input zipcode], hereinafter referred to as the Lessee;

considering:

- that the Lessee wishes to acquire for private use an [input type of stroller] color: [input] with serial number: [input];
- that the Lessee has reached an agreement with Refurbished Kinderwagens B.V. about the above mentioned children's car and the Lessor is prepared to give this children's car, further called the lease object, and then against the conditions to be mentioned, to the Lessee.

Have agreed as follows:

Article 1

1. The Lessor shall give in use to the Lessee, as the Lessee receives in use from the Lessor, a [input] colour: [input] with serial number: [input]; with effect from the time at which the child trailer is made available to the Lessee fully assembled, tested and ready for use.
2. The delivery and installation will be at the expense of the Lessor.

Article 2 Lease contract

1. The User Agreement is entered into for [import] 6,12,18 or 24 months.
2. Subject to the said [import period] months, either party may terminate the contract in writing with a notice of one month only and only by the end of a month with a minimum of 6 months.

Article 3 Lease contract

The price for the commissioning and other services and performances made available and to be made available by the Lessor to the Lessee shall be [import] per month, payable on the first day of each month.

Article 4 Lease contract

1. The Lessor shall keep the lease object in good condition and carry out all necessary adjustments, repairs and replacement of parts or have them carried out. To this end, technicians from the Lessor and from the supplier will have free access to the area where the lease object is situated.
2. In case of replacement, the rights and obligations of the parties also apply to the replacement lease object.
3. The Lessee is not allowed to have maintenance and repairs carried out by a third party.

Article 5 Lease contract

1. The Lessor undertakes to ensure that another lease object is made available to the Lessee in time, if and as long as the lease object provided for use cannot be used for more than one week, for whatever reason.
2. Only if repair of the lease object has become necessary due to improper use by or on behalf of the Lessee, will the costs of the repair and the temporary replacement be paid by the Lessee.

Article 6 Lease contract

The Lessee undertakes to purchase all tools required for the use of the lease object from the Lessor at the current price.

Article 7 Lease contract

1. The Lessor guarantees the proper functioning of the lease object for as long as it is made available.
2. The Lessor also guarantees that the lease object made available will meet the specifications laid down by the Lessor in consultation with the supplier.

Article 8 Lease contract

1. The Lessee is not liable for damage or loss of the lease object during the period, in which the lease object is transported or installed or is in the possession of the Lessee, except in the case, provided for in article 5 Lessee 2 and in case of nuclear reaction, nuclear radiation or radioactive contamination.
2. The Lessor is not liable for damage caused by the lease object to persons and property of third parties and the Lessee, except in the case of and insofar as this damage is caused (partly) by negligence of the Lessor.

Article 9 Lease contract

1. The Lessee may not make any changes or additions to the lease object, unless he has informed the Lessor of this in advance.
2. If the Lessor declares in writing within one week after receiving the notice referred to in Lessee 1, that the alteration or addition damages the normal and proper operation of the lease object or hinders the maintenance of the lease object in such a way that the maintenance costs increase significantly, or poses a danger to safety, the Lessee shall immediately remove the change or addition and return the lease object to its original condition, unless the objection of the Lessor is only based on the hindrance of the maintenance and the Lessee declares in writing that he is willing to bear the additional costs of the maintenance which are the consequence of that.

Article 10 Lease contract

1. The Lessor bears the full risk of the lease object for the time it is made available to the Lessee.
2. The Lessor will insure the lease object and keep it insured against damage through loss, theft and damage, including as a result of fire.
3. The Lessor shall remain the owner of the lease object, but is entitled to transfer the ownership of it to a third party during the term of this agreement, provided that he stipulates in favour of that third party and in favour of the Lessee, that all rights and obligations under this agreement which accrue to the Lessee or are incumbent on him, can be exercised by the Lessee in favour of and against that third party.
4. The Lessee is obliged to show third parties, such as garnishee creditors, the ownership of the lease object of the Lessor, as soon as there is a risk that a third party will consider the lease object to be his property. Costs incurred to secure the rights of the Lessor against third parties are the responsibility of the Lessee.

Article 11

Insofar as it does not deviate from the above, the Lessor and the Lessee will be subject to all obligations which are imposed on the Operational Lessor or an Operational Lessee respectively, by law or custom.

Article 12

1. The Lessee is not permitted to connect the lease object to the land and/or the building at the (address) in (place) or to connect it to another movable or immovable object in such a way that the lease object becomes a part of that other object.
2. The Lessee is not permitted to transfer the use of the lease object to a third party without the written permission of the Lessor.

Article 13

This agreement ends without prejudice to the provisions of the Civil Code:

1. after the end of the one-month period of notice referred to in Article 2;
 2. if the lease object is destroyed, lost or damaged to such an extent that repair is not responsible, and replacement within days after the time at which the Lessor was notified of this event does not appear to be possible;
 3. if due to one of the following circumstances the other party terminates the agreement with immediate effect, even before the minimum period of one year referred to in Article 2 has expired: If a third party disposes of the lease object provided for use by the Lessee and the Lessor cannot repel this claim; if the Lessee is declared bankrupt, if he applies for a suspension of payment, if his goods are seized or if the Lessee's legal entity is dissolved; if one of the parties fails to fulfil his contractual obligations within fourteen days despite a demand to do so.
- If this agreement ends as a result of the provisions of the previous Lessee, the party to whom the (premature) termination of the agreement is attributable will owe the other party by way of fixed damages an amount equal to the instalments for (a number of) months.

Article 14

1. After the end of this agreement, the Lessor is always entitled to remove the lease object from the Lessee.
2. The dismantling, packing and transport of the lease object to be returned will be the responsibility and risk of the Lessee.
3. However, the Lessee shall be obliged to cooperate or make personnel available to assist the technicians of or on behalf of the Lessor or the supplier if requested.

Article 15

This agreement is governed by Dutch law.

Lease contract thus agreed upon and drawn up in duplicate and signed at Berkel en Rodenrijs on [insert date].

Signature

Name

Signature

Name