



# Verticaal en Horizontaal Transport

## GENERAL CONDITIONS

### Forklifts – Tower Wagons

These conditions apply and this with exclusion of the contract conditions or the general conditions of the hirer

### ARTICLE 1:

#### FORMULATION OF THE CONTRACT- MODIFICATIONS- PRICE ADJUSTMENT

- 1 Every quotation from BVBA Heros is valid for 8 days. As long as it is not finally accepted by the client, BVBA Heros is not bound by it.
- 2 The prices are always indicated in EURO and exclude VAT.

### ARTICLE 2:

#### THE COMMENCEMENT OF THE RENTAL - CONDITION OF THE HIRED OBJECT – USE - DURATION - TERMINATION

- 1 Hiring commences at the moment of delivery by BVBA Heros of the material to the hirer or at the moment of collection of the material by the hirer. From that moment the risk becomes that of the hirer. The hiring ends at the moment that the hired goods are collected by BVBA Heros or if delivered to BVBA Heros. The delivery has to be reported to BVBA Heros at least 24 hours beforehand.
- 2 With its receipt, the hirer confirms to have received the hired goods in perfect working condition. The hirer confirms to have checked the hired objects and to have knowledge of it and needs no further explanation. The hirer will return the hired goods to BVBA Heros in the same perfect working condition.
- 3 The hirer will always use the hired goods correctly and as a good caretaker and will keep to the directions for use. The hirer is considered to be able to deal with the hired objects in a professional manner.
- 4 The hirer confirms to fully satisfy the applicable legal regulations, including that of availing over a valid driver's licence and other obligations. In failing to do so, the hirer is the only responsible party.
- 5 Hiring is per hour or per day where one day consists of eight hours or per week where one week consists of 40 hours or per month where one month consists of 172 hours.
- 6 The insurance which is included in the price covers damage to the machine due to fire, explosion, collision, theft characterised by burglary, damage during transport, ground sagging, internal damage excluding damage due to unprofessional use (art. 2.3). The first 3.000,00 EUR of the repair charges are to be paid by the hirer.
  - A. The tenant takes care of liability insurance with regard to other parties during/due to the operation of the hired objects and during the transport if this is carried out by him.
  - B. The hirer's labour disabilities insurer rescinds all claims with regard to BVBA Heros, its mandatories and appointed persons. The hirer will provide the letter with a statement in this regard.
7. Damage to tyres, windows, lights, mirrors, foundation, pollution, repair expenses, paint damage and bodywork damage is not covered by the insurance. The hirer has to repair this damage or compensate the damage.
8. Fuel, gas, electricity, oil, lubrication and daily maintenance as prescribed by the maintenance book, are at the expense of the hirer

---

**Heros BVBA | Noorderlaan 175, 2030 Antwerpen | [antwerpen@heros.eu](mailto:antwerpen@heros.eu) | [www.heros.eu](http://www.heros.eu) | +32 3 233 05 58**  
**IBAN-NUMMER: BE92 4128 0895 5123 | BIC: KREDBEBB | RPR Antwerpen | BTW: BE0421.685.427**

---

Heros BVBA  
Noorderlaan 175  
BE - 2030 Antwerpen  
+32 3 233 05 58  
[antwerpen@heros.eu](mailto:antwerpen@heros.eu)

Heros Kraanverhuur BV  
Graanweg 12  
NL - 4782 PP Moerdijk  
+31 (0) 168 745 000  
[moerdijk@heros.eu](mailto:moerdijk@heros.eu)

Heros Kraanverhuur BV  
Ziel 18  
NL - 4704 RS Roosendaal  
+31 (0) 165 566 055  
[roosendaal@heros.eu](mailto:roosendaal@heros.eu)



# Verticaal en Horizontaal Transport

9. The hirer is not allowed to carry out repairs to the hired objects. Only BVBA Heros is authorized to do this.
10. Any damage of whatever any nature must be reported to BVBA Heros immediately. Any damage that is the result of not reporting the above is at the expense of the hirer.
11. BVBA Heros is entitled to follow-up on the hired objects at any time where ever it may be. In case of breach of the contractual stipulations, BVBA Heros is entitled to immediately terminate the rental agreement and to confiscate the hired objects. The same applies when the hired objects are endangered or could be endangered due to strike or any other cause.
12. Sub-hire is forbidden. This also applies for use other than at the contractually stipulated locations too.
13. In case of termination of an agreement by de hirer, a fixed compensation will be due of at least 50% calculated on the amount determined according to the agreement, or based on five times the previously specified daily price. In such a case as well as with suspension of the assignment, owing to any fact, circumstances beyond control or coincidence not excluded, the hirer is committed to compensate all charges and damage (amongst other the down-time of material) immediately.

## ARTICLE 3: RISKS

1. Every responsibility of BVBA Heros for damage and/or delay is specifically excluded. All circumstances which BVBA Heros did not reasonably have to take into account at the commencement of the assignment and as a result of which the normal implementation of the agreement can not reasonably be desired from BVBA Heros, applies as circumstances beyond control on account of the BVBA Heros.
2. The temporary suspension of work as a result of unforeseen circumstances legally results in extension of the original execution period without any right to compensation. This period is extended with the duration of the suspension, increased by the time that is necessary to get the work back on track. BVBA Heros can not be held accountable for unforeseen malfunctions to the material necessary for the assignment as well as illness of personnel or damage and delay owing to actions of other parties.

## ARTICLE 4: REDRESS

The BVBA Heros is never liable for consequence or business losses whether concerning the hirer or whether with respect to parties which the client has contracted, other than those covered by the insurance. In this case the hirer has to protect BVBA Heros from this.

## ARTICLE 5: PAYMENTS

1. All invoices are payable to the company main office at the latest 30 days after date of invoice by cash or via the bank account of BVBA Heros.
2. With non payment on the expiration date of the invoice 10 % interest on late payment is legally due on an annual basis and without default notice, apart from a damage claim of 10 % at a minimum of € 125,00.
3. In case of legal collection the debtor pays, according to the Act involving the control of the payment arrears with commercial transactions, the charges and salaries of our legal council, which is determined at three times the amounts provided in art. 1022 Ger. W.

## ARTICLE 6: DISPUTES

1. Belgian law applies to this agreement.
2. All disputes to which this agreement could result belong to the exclusive competency of the Court in Antwerp and of the Justice of the peace of the fourth canton in Antwerp.

Rev. 04/2019

---

**Heros BVBA | Noorderlaan 175, 2030 Antwerpen | antwerpen@heros.eu | www.heros.eu | +32 3 233 05 58  
IBAN-NUMMER: BE92 4128 0895 5123 | BIC: KREDBEBB | RPR Antwerpen | BTW: BE0421.685.427**

---

Heros BVBA  
Noorderlaan 175  
BE - 2030 Antwerpen  
+32 3 233 05 58  
antwerpen@heros.eu

Heros Kraanverhuur BV  
Graanweg 12  
NL - 4782 PP Moerdijk  
+31 (0) 168 745 000  
moerdijk@heros.eu

Heros Kraanverhuur BV  
Ziel 18  
NL - 4704 RS Roosendaal  
+31 (0) 165 566 055  
roosendaal@heros.eu

Op al onze aanbiedingen, offertes, werkzaamheden, leveringen, diensten en overige transacties en handelingen zijn de algemene voorwaarden van Heros BVBA van toepassing.