

General provisions

Article 1. General

1. These terms and conditions apply to every offer, quote and agreement between AnyWare B.V. and affiliated group companies, hereinafter referred to as: "AnyWare", and a party to which these terms and conditions have been declared applicable, hereinafter referred to as: "Client", insofar as AnyWare has not explicitly deviated from these terms and conditions in writing.
2. The present terms and conditions also apply to agreements with AnyWare, the execution of which requires the involvement of third parties by AnyWare. These conditions may be invoked by and for the benefit of these third parties.
3. These terms and conditions have also been written for the benefit of the employees of AnyWare and its management.
4. If the Client makes use of the AnyWare ecosystem, the 'Terms of Use AnyWare ecosystem' and the Processing Terms and Conditions apply, which can be consulted at <https://www.any-ware.nl/terms-and-conditions/>.
5. In the event of any conflict between (i) these general terms and conditions, and (ii) the Terms of Use and/or the Processing Terms and Conditions, the latter shall prevail with regard to the use of the AnyWare ecosystem. If Client has placed an order via the online shop of the AnyWare, the terms and conditions of the shop will apply to that order in addition to the present terms and conditions.
6. The applicability of any purchase or other terms and conditions of the Client is expressly rejected.
7. If one or more of the provisions of these general terms and conditions are wholly or partially null or become void at any time, the remaining provisions of these general terms and conditions shall remain fully applicable. AnyWare and the Client will then enter into consultation in order to agree on new provisions to replace the null or voided provisions, taking into account the purpose and purport of the original provisions as much as possible.
8. AnyWare is entitled to transfer its rights and/or obligations under the agreement with the Client to third parties.
9. If there is a lack of clarity regarding the interpretation of one or more provisions of these general terms and conditions, then the interpretation must take place 'in the spirit' of these provisions.
10. If a situation arises between the parties that is not regulated in these general terms and conditions, the situation must be assessed in the spirit of these general terms and conditions.
11. If AnyWare does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that AnyWare would in any way lose the right to require strict compliance with the provisions of these terms and conditions in other cases.

Article 2. Quotes and offers

1. All quotes and offers of AnyWare are without obligation.
2. A quote or offer is valid for a maximum of 14 days after the Client has received the quote or offer.
3. AnyWare cannot be bound by its offers or quotes in the Client can in all reasonableness understand that the offers or quotes, or a part thereof, contain an obvious mistake or slip of the pen.
4. The prices stated in an offer or quote are exclusive of VAT and other government taxes, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless explicitly stated otherwise by AnyWare.

Article 3. Contract duration; delivery periods, implementation and amendment of the agreement

1. The agreement between AnyWare and the Client is entered into for an unlimited period of time, unless the nature of the agreement dictates otherwise or if parties explicitly agree otherwise in writing.
2. Agreements between AnyWare and the Client which, in deviation from article 3.1, have been entered into for a specific period of time, will automatically continue to run for periods of one (1) year each unless the agreement is terminated in accordance with the applicable provisions.
3. If a term or date has been agreed or given for the completion of certain work or for the delivery of certain goods, this shall never be a firm deadline. If a term is exceeded, the Client must therefore declare AnyWare to be in default in writing. In doing so, AnyWare must be given a reasonable period of time to still fulfil the agreement.
4. If AnyWare requires information from the Client for the implementation of the agreement, the implementation period will not begin until after the Client has provided AnyWare with the correct and complete information.
5. Delivery is Ex Works (EXW, INCOTERMS 2020 as amended from time to time). The Client shall pay the purchase price of goods prior to the time of delivery, unless the parties have agreed otherwise in writing. The Client shall take delivery of the goods at the time they are made available to it. If the Client refuses to take delivery, does not pay the purchase price on time or is negligent in providing information or instructions necessary for delivery, AnyWare is entitled to store the goods at the expense and risk of the Client.
6. AnyWare has the right to have certain activities carried out by third parties, including product-related work.
7. AnyWare is entitled to implement the agreement in various phases and to invoice the thus executed part separately.
8. If the Client should be in default in the proper fulfilment of what the Client must pay AnyWare, the Client will be liable for any damage (including costs) resulting directly or indirectly from this to AnyWare.
9. Prices are indexed annually in accordance with CPI. If the price increase, other than as a result of a change in the Agreement, amounts to more than 10% and takes place within three months of the conclusion of the Agreement, only the Client, who is entitled to invoke Section 6.5.3, Sections 231 up to and including 247 Book 6 of the Dutch Civil Code, has the right to dissolve the agreement by means of a written statement, unless AnyWare is at that time willing to execute the agreement on the basis of what was originally agreed, or if the price increase results from an authority or an obligation resting on AnyWare under the law, or if it has been stipulated that delivery will take place later than three months after the purchase.

Article 4. Suspension, dissolution and premature termination of the agreement

1. AnyWare is entitled to suspend the fulfilment of the obligations or to dissolve the agreement, if:
 - A. the Client does not fulfil the obligations arising from the Agreement, or does not fulfil them in full or in time;
 - B. after the conclusion of the AnyWare agreement, circumstances come to the knowledge of AnyWare which give good reason to fear that the Client will not comply with the obligations;
 - C. the Client, when concluding the Agreement, was requested to provide security for the fulfilment of its obligations under the Agreement and this security is not provided or is insufficient;
 - D. due to the delay on the part of the Client, AnyWare can no longer be required to comply with the agreement at the originally agreed conditions, AnyWare is entitled to dissolve the agreement;

- E. the Client materially damages the interests and/or reputation of AnyWare.
- F. Furthermore, AnyWare is entitled to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the agreement cannot reasonably be demanded of AnyWare.
- G. If the agreement is dissolved, all claims of AnyWare against the Client are immediately due and payable. If AnyWare suspends the fulfilment of its obligations, AnyWare retains its rights under the law and the agreement.
- H. If AnyWare suspends or dissolves the agreement, AnyWare is in no way obliged to compensate damages and costs resulting from this in any way whatsoever.
- I. If the dissolution is imputable to the Client, AnyWare will be entitled to compensation for the damage, including costs, directly and indirectly incurred as a result thereof.
- J. If the Client fails to fulfil its obligations arising from the agreement and this non-fulfilment justifies dissolution, AnyWare is entitled to dissolve the agreement immediately and with immediate effect, without any obligation on its part to pay any compensation or indemnification, while the Client shall pay compensation or indemnification on account of breach of contract.
- K. If the agreement is terminated prematurely by AnyWare, AnyWare will, in consultation with the Client, arrange for the transfer of work still to be carried out to third parties. Such, provided that the termination is not attributable to the Client. If the transfer of the work for AnyWare involves additional costs, these will be charged to the Client, possibly in full or in part as an advance payment. The Client shall pay these costs within the aforementioned period, unless AnyWare indicates otherwise.
- L. In case of liquidation, (application for) suspension of payment or bankruptcy, seizure – if and insofar as the seizure has not been lifted within three months – at the expense of the Client, debt rescheduling or any other circumstance as a result of which the Client can no longer freely dispose of its assets, AnyWare is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. In that case, the claims of AnyWare on the Client are immediately due and payable.
- M. If the Client cancels an order placed in whole or in part, the items ordered or prepared for it, plus any costs of removal and delivery thereof and the working time reserved for the execution of the agreement, will be charged in full to the Client.

Article 5. Force Majeure

1. AnyWare is not obliged to fulfil any obligation towards the Client if AnyWare is hindered to do so as a result of a circumstance which is not due to fault, and is not for its expense by virtue of the law, a legal act or generally accepted views.
2. In these general terms and conditions, force majeure shall, in addition to what is understood in this respect in the law and case law, be understood to mean all external causes, foreseen or unforeseen, on which AnyWare cannot exert any influence, but as a result of which AnyWare is unable to fulfil its obligations, including delays in or attributable failure on the part of producers of semi-finished products or suppliers, transport and communication difficulties, malfunctions in computer systems, strikes, pandemics and epidemics. AnyWare also has the right to invoke force majeure if the circumstance preventing (further) fulfilment of the agreement occurs after AnyWare should have fulfilled its commitment.
3. AnyWare may suspend the obligations of the agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to dissolve the agreement, without any obligation to compensate the other party for damages.

4. Insofar as AnyWare has partially fulfilled or will be able to fulfil its obligations under the agreement at the time of the occurrence of force majeure, and the fulfilled or to be fulfilled part has independent value, AnyWare shall be entitled to invoice the fulfilled or to be fulfilled part separately. The Client shall pay this invoice as if it were a separate agreement.

Article 6. Payment and collection costs

1. Payment must be made within 14 calendar days of the invoice date, in a manner to be indicated by AnyWare, in the currency in which the invoice was made, unless otherwise indicated in writing by AnyWare. AnyWare is entitled to invoice periodically.
2. If the Client fails to pay an invoice on time, the Client will be in default by operation of law. The Client shall then owe interest of 1.5% per month, unless the statutory commercial interest is higher, in which case the statutory commercial interest shall be owed. The interest on the amount due and payable will be calculated from the moment the Client is in default until the moment of payment of the amount due in full. In addition, AnyWare has the right to discontinue services during the period of non-payment.
3. AnyWare has the right to use the payments made by the Client first of all to reduce the costs, then to reduce the interest that has become due and finally to reduce the principal sum and the accrued interest.
4. AnyWare may, without being in default as a result, refuse an offer of payment if the Client designates a different sequence for the allocation of the payment. AnyWare may refuse full repayment of the principal sum if the accrued interest and collection costs are not also paid.
5. The Client will never be entitled to set off the amount it owes to AnyWare.
6. Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to invoke Section 6.5.3 (Sections 231 through 247 of Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
7. If the Client is in default of the (timely) fulfilment of their obligations, all reasonable costs incurred to obtain extrajudicial satisfaction shall be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to the report Rapport Voorwerk II. However, if AnyWare has incurred higher costs for collection that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any judicial and enforcement costs incurred will also be recovered from the Client. The Client shall also owe interest on the collection costs owed.

Article 7. Retention of title

1. All goods delivered by AnyWare within the framework of the agreement remain the property of AnyWare until the Client has fully complied with all obligations arising from the agreement(s) concluded with AnyWare. For the sake of completeness it is emphasized that there will never be any transfer of intellectual property rights of the AnyWare ecosystem and related services and software.
2. Goods delivered by AnyWare, which are subject to retention of title pursuant to paragraph 1, may not be resold and may never be used as a means of payment. The Client is not authorised to pledge or burden in any other way the goods covered by the retention of title.
3. The Client must always do everything that can reasonably be expected of it to safeguard the ownership rights of AnyWare.
4. If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the Client shall immediately inform AnyWare thereof.
5. In the event AnyWare wishes to exercise its property rights indicated in this article, the Client gives their unconditional and irrevocable consent in advance to AnyWare and third parties to be

appointed by AnyWare to enter all those places where AnyWare's property is located and to take back those goods.

Article 8. Research, advertisements and limitation period

1. With normal use, goods delivered by AnyWare comply, at the time of delivery and for a period of one year after delivery, with the requirements and standards as included in the manual of the product in question (which can be consulted [via https://www.any-ware.nl/terms-and-conditions/](https://www.any-ware.nl/terms-and-conditions/)). The instructions for normal use as included in the manual and Terms and Conditions are decisive. For the sake of completeness it is emphasized that there will never be any transfer of the AnyWare ecosystem and related services and software.
2. The Client shall examine the goods delivered, or have them examined, immediately at the time the goods are made available to it or the work in question has been carried out. The Client will be given the opportunity to carry out the investigation by means of the installation protocol, with which the delivery of the goods takes place. The Client shall cooperate with or comply with the protocol.
3. The research results of the installation protocol will be included in a written report, which, after being signed by AnyWare and the Client, serves as conclusive evidence with regard to the condition and functioning of the delivered goods at the time of delivery.
4. If the Client does not cooperate with the installation protocol, the guarantee and the right to complain will lapse, as well as all related rights, including the right to repair or alternative compensation.
5. Contrary to the statutory limitation periods, the limitation period for all claims and defences against AnyWare and the third parties involved by AnyWare in the performance of an agreement is one year.

Article 9. Approval by competent authority

1. Part of the items offered by AnyWare are safety products. These products may only be used as safety products if they have been approved as such and authorised in the area concerned by the competent authorities. The determination that a product may or may not be used as a safety product in a certain situation or territory is an independent responsibility of the Client, and not of AnyWare.
2. Without prejudice to the following provisions regarding liability, AnyWare will never be liable for damage resulting from the use of the products as a safety product by the Client if the products have not been approved and admitted in the situation or territory concerned by the competent authorities. The above relates, among other things, to products made available to the Client as test models.

Article 10. Third party services

1. For the functionality of the products, systems and services AnyWare provides to the Client, AnyWare makes use of the services of third parties. In that context, AnyWare makes use of, including but not limited to, mobile telecommunication services provided by telecommunication providers.
2. AnyWare and the Client acknowledge and accept that third party services, such as but not limited to mobile telecommunication services, IT management and data storage, may be subject to limitations and disruptions and that these services may be unavailable for a short or longer period of time.
3. The Client acknowledges and accepts that AnyWare is not responsible and bears no liability for services provided by third parties, for the functioning thereof and for the consequences this has on the products and services of AnyWare.

Article 11. Liability

1. In the event AnyWare should be liable for any damage suffered by the Client or third parties, then this liability is limited to the stipulations of this provision. Liability of AnyWare which is not mentioned in this provision is expressly excluded.
2. AnyWare is only liable for damage on the basis of article 8.1 of these general terms and conditions. If AnyWare is liable for defects in goods, AnyWare may at its own discretion opt for: repair at the expense of AnyWare; making a new product or replacement part available to the Client; or paying the Client an amount corresponding to the value of the defective product or part.
3. AnyWare is not liable for damage, of whatever nature, as a result of exceeding delivery terms, or as a result of incorrect use of the delivered goods, or damage resulting from the fact that AnyWare has assumed incorrect and/or incomplete data provided by or on behalf of the Client.
4. Should AnyWare be liable for any damage, the liability of AnyWare is always limited to the amount paid out by its insurer.
5. In case AnyWare's insurer does not cover the damage, AnyWare's liability is always limited to a maximum amount equal to the invoice value of the delivered or hired item in the year in which the liability arose. Only the invoice value of the delivered or leased item that caused the damage or to which the liability relates will be taken into account.
6. AnyWare is only liable for direct damage, under "direct damage" is exclusively understood: (i) reasonable costs of preventing or minimising the damage to the extent that it can be demonstrated that such costs have contributed to preventing or minimising the damage, and (ii) reasonable costs of establishing the damage and the liability, both to the extent related to the agreement and to damage within the meaning of these Terms and Conditions.
7. AnyWare is never liable for indirect damages, including consequential damages, loss of profit, missed savings and damages due to stagnation of the drive system.
8. Claims on the basis of this article become time-barred (i) one year after the first delivery by AnyWare to the Client of the goods or services to which the damage relates, and (ii) if Client has not reported the damage to AnyWare in writing within three months after discovery.
9. Shortcomings in any form in the services of third parties, such as providers of telecommunication services, are not attributable to AnyWare and AnyWare is not liable for the damage caused by these shortcomings.
10. The limitations of liability included in this article do not apply if the damage is due to intent or deliberate recklessness on the part of AnyWare or its executive subordinates.

Article 12. Transfer of risk

1. The risk of loss, damage or loss in value shall pass to the Client in accordance with the INCOTERM Ex Works (EXW, INCOTERMS 2020 as amended from time to time), unless the parties have expressly agreed otherwise in writing.

Article 13. Indemnification

1. The Client indemnifies AnyWare against possible claims of third parties, who incur damage in connection with the execution of the agreement and the cause of which can be attributed to parties other than AnyWare.

2. Should AnyWare be held liable by third parties in this respect, the Client shall assist AnyWare both out of court and in court and, without delay, do everything that can be expected of it in that case. Should the Client fail to take adequate measures, AnyWare is entitled, without notice of default, to take these measures itself. All costs and damages consequently incurred on the part of AnyWare and third parties will be fully at the expense and risk of the Client.

Article 14. Intellectual property

1. All works, audio-visual materials, models, documentation, drawings, hard- and software, databases and data files or other resources produced by AnyWare and made available to the Client remain the property of AnyWare, unless parties agree otherwise. The Client obtains a non-exclusive right of use that is not transferable to third parties and cannot be sub-licensed.
2. All data that AnyWare receives or obtains from the Client during the performance of the agreed service will automatically become the property of AnyWare. The Client is entitled to inspect these data. AnyWare will keep these data confidential and will not make them available to third parties, unless there is an obligation to do so on the basis of legislation or regulations.
3. All intellectual or industrial property rights, which may or will arise in respect of the goods manufactured by AnyWare or parts thereof, rest solely with AnyWare.
4. The Client indemnifies AnyWare against any possible claim by third parties regarding infringement of rights, including intellectual or industrial property rights, on documents made available to AnyWare by the Client, on the basis of which AnyWare performs or has performed performances.

Article 15. Applicable law and disputes

1. These general terms and conditions, as well as all legal relations to which AnyWare is a party, are exclusively governed by Dutch law, even if an obligation is wholly or partially fulfilled abroad or if the party involved in the legal relationship has its registered office there. The applicability of the Vienna Sales Convention is excluded.
2. The court of the town or city where AnyWare has its seat has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, AnyWare has the right to submit the dispute to the competent court according to the law.
3. The parties will only appeal to the court after they have done their utmost to settle a dispute in mutual consultation.

Article 16. Location and alteration of conditions

1. These terms and conditions have been registered with the Chamber of Commerce in 's-Hertogenbosch.
2. The most recently registered version or the version that was valid at the time of the establishment of the legal relationship with AnyWare always applies.
3. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.

SPECIAL PROVISIONS REGARDING HIRE ADDITIONAL PROVISIONS REGARDING HIRE**Article 17. General**

1. The provisions laid down in this chapter "Hire" are applicable in addition to the General Provisions if AnyWare hires out items to the Client. The provisions in this section "Hire" are inextricably linked to the provisions in the General Provisions.
2. AnyWare hires out the products defined in the agreement and the accompanying user documentation to the Client, hereinafter referred to as the "Products".

Article 18. Acquisition protocol

1. The provision of the Products in the presence of the Client will take place on the basis of a purchase protocol used by AnyWare in which the Products are inspected and any defects found are mentioned. The Client must sign the report drawn up by AnyWare with this description of the condition of the Products for approval before AnyWare provides the Products in use to the Client. Unless parties agree otherwise, the defects in the Products mentioned in the report shall be at AnyWare's expense. Upon discovery of defects, AnyWare and the Client will agree on the manner and term of repair of the defects listed. If parties have agreed that repair will be carried out by or on behalf of the Client, the repair work must be carried out properly and to the satisfaction of AnyWare.
2. If, for whatever reason, the Client does not cooperate properly with the purchase protocol as referred to in the previous paragraph, AnyWare reserves the right not to make the Products available.

Article 19. Duration of the hire agreement

1. The hire agreement has been entered into for the duration agreed between the parties, in the absence of which a duration of one year applies. The hire begins on the day on which the Products are made available to the Client. The duration of the hire agreement is always tacitly extended for the duration of the original period, unless the Client or AnyWare terminates the agreement in writing with due observance of a notice period of three months before the end of the period in question.
2. On the expiry of a hire agreement entered into for a definite period of time, the agreement terminates, without any termination by AnyWare or the Client being required.
3. If a hired Product is not returned complete and in good condition, the agreement will continue and the hire price will remain payable by the Client until the hired Product is returned complete and in good condition.

Article 20. Use of the Products

1. The Client will always use the Products to the exclusion of third parties in accordance with the intended purpose under the hire agreement. The Client shall use the Products exclusively in and on behalf of their own organisation or company. The Client is only permitted to sublet the Products to any third party or to allow any third party to use or co-use them in any other form after written permission from AnyWare.
2. The Client is not permitted to use the Products or any part thereof as collateral or security object, in any way whatsoever, against any third party or to dispose of them in any other way.
3. The Client shall use and retain the Products and Services with due care. When using the Products and Services, the Client shall observe all applicable regulations, including the manual, any safety regulations and these terms and conditions.
4. The Client shall take timely and effective measures to prevent damage to the Products. In the event of damage to the Products, the Client will immediately notify AnyWare thereof in

writing. The Client is fully liable for damage and defects to the Products towards AnyWare and the third parties affected by the damage.

Article 21. Changing the condition of the Products

1. The Client is not allowed to change the Products in whole or in part or to add anything to them without the prior written consent of AnyWare.

Article 22. Hire price

1. Unless otherwise agreed in writing, the hire price agreed between the parties shall be payable at the start of the hire period or, in the case of periodically payable hire periods, at the start of a hire period.
2. Unless agreed otherwise in writing, the hire price does not include a fee for the provision of software and/or consumables.
3. The Client shall pay the due hire price to AnyWare in advance before or no later than the first day of the hire or, in case of periodic hire periods, at the start of a hire period.

Article 23. Products maintenance

1. The Client shall not carry out maintenance of the Products itself or have a third party carry out maintenance.
2. The Client will immediately inform AnyWare in writing of any defects in the Products found by the Client.
3. AnyWare shall use its best efforts to repair the defects in the Products for which it is responsible within a reasonable period of time by way of corrective maintenance. AnyWare is also entitled, but not obliged, to carry out preventive maintenance on the Products. If requested, the Client will give AnyWare the opportunity to carry out corrective and/or preventive maintenance. The Client and AnyWare will discuss in advance the days and times on which maintenance will take place, if necessary AnyWare will provide replacement Products during the period of maintenance.
4. Excluded from the obligation to rectify defects as referred to in the previous paragraph is:
 - A. the repair of defects accepted by the Client when entering into the hire agreement;
 - B. rectification of defects due to external causes;
 - C. rectification of defects that can be attributed to the Client, their employees and/or third parties engaged by the Client;
 - D. rectification of defects resulting from careless, incorrect or injudicious use of the Products or use contrary to the documentation; - rectification of defects resulting from use of the Products contrary to the manual;
 - E. rectification of defects resulting from changes or additions made to the Products by or on behalf of the Client.
5. If AnyWare repairs the defects referred to in the previous paragraph or has them repaired, AnyWare will charge the Client the costs involved in accordance with AnyWare's usual rates.
6. AnyWare is at all times entitled to choose not to repair defects and to replace the Products with other, similar but not necessarily identical Products.
7. AnyWare is never obliged to restore or reconstruct lost data.

Article 24. Final inspection and return

1. The Client will return the Products to AnyWare in their original condition at the end of the hire agreement. AnyWare accepts that Products may be subject to normal wear and tear that may occur with normal daily use. Costs of transport in connection with the return shall be at the expense of the Client unless otherwise agreed.

2. At AnyWare's request, the Client will cooperate fully with a joint final inspection of the condition of the Products before or at the latest on the last working day of the term of the hire agreement. A final inspection report of the findings will be drawn up jointly by the parties and must be signed by the parties.
3. If the Client, for whatever reason, does not cooperate properly with the final inspection as referred to in the previous paragraph, AnyWare is entitled to carry out this inspection without the presence of the Client and to draw up the aforementioned report itself. This report is binding for the Client.
4. AnyWare is entitled to solve the defects mentioned in the report of the final inspection as referred to in the previous two paragraphs and which are at the expense and risk of the Client, at the expense of the Client or to have them solved by a third party. The Client is also fully liable for damage of AnyWare due to the temporary unavailability of the Products or if Products cannot be hired out.

Article 25. Liability

1. Without prejudice to the provisions on liability in the General Provisions of these general terms and conditions, AnyWare shall never be liable for damage as a result of defects in the Products which AnyWare was not aware of at the time of entering into the hire agreement, and for damage as a result of defects in the Products which arose after entering into the hire agreement. AnyWare is also never liable for damage resulting from careless use of the Products and for damage resulting from use of the Products in violation of the safety regulations.
2. The Client is liable towards AnyWare in any event for all damage to the Products, caused - by whatever circumstance - during the duration of the hire, therefore also if this damage is not attributable to the Client.
3. In any cases, the Client is liable towards AnyWare in case of theft, loss or misappropriation of the Products during the duration of the hire, whereby the damage will be determined on the basis of the current market value.