

GENERAL RENTAL TERMS AND CONDITIONS B2B

These general rental terms and conditions B2B ("GRTC") apply, unless expressly agreed otherwise, to all rental agreements concluded between **DECATHLON Belgium nv**, with registered office at Jules Bordetlaan 1, 1140 EVERE (Brussels) and registered with the Crossroads Bank for Enterprises under number 0449.296.278 ("DECATHLON" or "we"), and the Partner.

ARTICLE 1. DEFINITIONS

GRTC: General rental terms and conditions

Agreement: refers to the Quotation from Decathlon accepted by the Partner with the price for the rental of the products to the Partner and the GRTC, including the annexes: (I) Decathlon [Code of Conduct](#) and Compliance Clause, (II) Proof of Delivery and (II) Proof of Receipt.

Partner: refers to the professional customer, i.e. a natural person acting in a professional capacity or a legal entity placing an order for a rental with DECATHLON in the context of its professional activities.

User: refers to the use by a third party of the Equipment rented by the Partner. The User undertakes to comply with the rental conditions. The Partner remains the sole guarantor vis-à-vis third parties for any damage caused by the Equipment and remains bound by the obligations arising from this Agreement vis-à-vis DECATHLON.

Parties: refers to the Partner and DECATHLON together.

Equipment: refers to the products rented by Decathlon to the Partner.

ARTICLE 2. SCOPE

2.1. In the context of the rental of a DECATHLON product

By placing an order, the Partner expressly accepts these GRTC, which apply exclusively to the rental of DECATHLON products to the Partner.

2.2. Amendments to the GRTC

The GRTC may be amended by DECATHLON at any time without prior notice. However, current rental agreements remain subject to the terms and conditions that were applicable at the time the rental agreement was concluded. Together with the Quotation, the Partner will receive the GRTC in a format that can be saved or printed.

2.3. Applicable territory

The Equipment is available for rental in Belgium.

2.4. The Partner

The Partner is represented with regard to Decathlon by a legal entity or natural person who acknowledges that they are legally authorised to represent and bind the Partner. Regardless of who the User of the Equipment is, the Partner is the sole contracting party and is financially liable for the rental.

By renting Equipment from Decathlon, the Partner, unless expressly agreed otherwise, (i) waives its own general terms and conditions, (ii) acknowledges that it has read the Decathlon GRTC, and (iii) confirms that it has accepted them unconditionally and in full. Any reference by the Partner to its own general terms and conditions does not mean that Decathlon has accepted the Partner's general terms and conditions, even if Decathlon has not expressly refused to apply them.

ARTICLE 3. THE EQUIPMENT AND AVAILABILITY

3.1 Availability

Only DECATHLON products are available for rent. DECATHLON undertakes to make the Equipment stated in the Quotation available for rent, within the limits of available stocks. This is a best-efforts obligation.

In the event of Force Majeure, DECATHLON shall not be held liable for the non-performance or delay in the performance of its obligations. Force Majeure shall be deemed to include any event beyond the control of Decathlon, such as: strikes, fire, flooding, extreme weather conditions, attacks, interruption or freezing of telecommunications networks, means of transport or postal services, product recalls, as well as any legal or regulatory obligations or public order obligations imposed by the public authorities that result in these general terms and conditions being substantially modified.

The Equipment is described and presented as accurately as possible on the website decathlon.be, so that the Partner is aware of the essential characteristics thereof before placing an order. However, DECATHLON cannot guarantee that certain other characteristics of products will not change over time, in particular to improve their quality. Despite taking every precaution, minor differences with the presentation of the products as described on the website decathlon.be cannot be ruled out.

3.2 Condition of the Equipment

The Partner accepts that the Equipment is rented in its current condition. The Partner is aware that the Equipment may show signs of wear and tear (for example, because it may have previously been rented

out). Prior to renting the Equipment, the Partner shall carry out a visual inspection and immediately report any visible defects to DECATHLON. If this is not the case, the Partner acknowledges that the Equipment made available to them is in good condition, functions perfectly and meets their expectations.

3.3 Use of the Equipment

The Partner and User undertake to use the Equipment as a normal, diligent and reasonable person would. They shall use the Equipment at their own responsibility in accordance with the applicable product and safety standards and the intended purpose.

They may not dismantle, modify or tamper with the Equipment.

ARTICLE 4. AGREEMENT

Decathlon will draw up a customised Quotation for the Partner. The Quotation shall state:

- the names of the contact persons of both Parties;
- the start and end dates of the rental ("the Duration");
- the prices ("the Rental Price");
- the rented equipment ("the Equipment");
- any delivery costs;
- the validity period of the Quotation;
- reference to these GRTC.

The Quotation shall be valid for a period of 30 calendar days and is binding on the Parties as soon as the Partner has accepted the Quotation and the accompanying GRTC and annexes.

DECATHLON reserves the right to refuse any rental to the Partner if:

- the Partner has previously failed to comply with the GRTC; or
- the Partner has filed for bankruptcy; or
- Decathlon is of the opinion that the Partner is not suitable or does not have the capacity to use the Equipment in accordance with the Agreement.

ARTICLE 5. DELIVERY

The Equipment will be delivered to the location selected by the Partner and, depending on availability within DECATHLON, by a qualified person who will explain to the Partner how the Equipment is operated. Delivery costs are included in the Quotation.

ARTICLE 6. TERMS OF PAYMENT

6.1 Payment terms

Unless otherwise agreed, Decathlon will issue the invoice to the Partner on the day the Equipment is delivered to the Partner. The Partner agrees that the invoice will be sent digitally to the contact person indicated on the Quotation. The invoice must be paid no later than 30 calendar days after receipt.

6.2 Late payment

If the Partner does not pay the invoice by the due date stated thereon, it shall be regarded as late in paying the Rental Price. The Partner will receive a payment reminder in the event of late payment. If DECATHLON does not receive payment within 14 calendar days from the day after the payment reminder is sent, the Partner shall automatically be liable for interest on arrears and without prior notice of default. The interest rate shall be calculated in accordance with Article 5 of the Law of 2 August 2002 on combating late payment in commercial transactions.

If the Customer remains in a situation of late payment, DECATHLON shall have the option to terminate the Agreement immediately and demand the immediate return of the Equipment.

If the Partner fails to return the Equipment, DECATHLON will declare the Equipment stolen and reserves the right to initiate proceedings with a view to the return or reimbursement of the Equipment.

ARTICLE 7. DURATION AND TERMINATION

Unless otherwise agreed, the Agreement is concluded for a fixed term as indicated in the Quotation (the "Duration"). The Duration shall commence upon delivery. If the Partner wishes to extend the Duration, it must contact Customer Services no later than the last day of the rental period. The request for extension must be sent by email to Decathlon Customer Services at <https://www.decathlon.be/nl/help/app/ask>.

If the Agreement is for an indefinite period, either Party may terminate the Agreement by sending notice of termination of the Agreement by email to the other Party. There is a one-month notice period, starting from the date of receipt of the notice. The termination of the rental shall only take effect upon return of the Equipment.

If a Party fails to fulfil any of the obligations in this Agreement and fails to remedy such breach within 15 calendar days of receiving a notice of default from the other Party, the other Party may unilaterally terminate the Agreement, without the intervention of the courts and without further notice, notice period or payment of compensation for termination.

If any of the following events occurs ("Terminating Event"), the Party concerned shall immediately notify the other Party in writing. In such cases, the other Party shall be entitled to terminate the Agreement immediately without applying a notice period or being liable for additional compensation. The Parties consider the following events to be Terminating Events:

- A Party files for bankruptcy, is declared bankrupt, enters into liquidation (whether compulsory or voluntary) or enters into a settlement or voluntary arrangement with its creditors or a receiver, appoints an administrator, receiver or other encumbrances for all or part of its assets or takes or undergoes any similar action as a result of debts or is unable to pay its debts when they fall due; or
- sells or intends to sell, assign or suspend its business or that part of its business relating to the activities to be performed under this Agreement; or
- its shareholders transfer legal or beneficial ownership of the majority of the shares,

ARTICLE 8. RETURN OF THE EQUIPMENT

8.1 Condition of the Equipment upon return

Unless otherwise agreed between the Parties, the Partner is obliged to return the Equipment to the same place where it was rented, before the end of the Duration of the Agreement and during the opening hours of the Store.

The Partner undertakes to return the Equipment clean and at least in the condition in which the Partner received it at the start of the Agreement. If the Partner fails to comply with this obligation, DECATHLON reserves the right to charge the Partner for the cleaning costs. These cleaning costs shall be a maximum of €75 per product, with the exception of the costs for tent trailers, which will be a maximum of €300 per trailer.

8.2 Early return

If the Equipment is returned by the Partner before the date of termination of the Agreement, the Partner's rights shall terminate at that time. However, any payment obligations shall remain in force until the Partner has paid the full Rental Price.

8.3 Late return

The Partner shall notify DECATHLON if there will be any delay in returning the Equipment before the agreed date.

If the Partner fails to return the Equipment to DECATHLON by the end date at the latest, the Partner shall be liable to pay a penalty of €10.00 per day's delay commenced and per product rented. This is without prejudice to Decathlon's right to claim compensation for all damage it has suffered as a result of the late return.

If the Equipment is not returned to DECATHLON within seven calendar days of the end date, DECATHLON will file a complaint against the Partner for theft.

8.4 Return in the event of a recall

Decathlon reserves the right to reclaim the Equipment if it is subject to a recall or manufacturing defect. In such cases, the Partner undertakes to return the Equipment in question to Decathlon immediately. If possible, Decathlon will provide the Partner with a similar product with a similar function, value and quality for the remainder of the Duration.

ARTICLE 9. DAMAGE AND REPAIRS

The Partner has the right to report any defects in the Equipment by email within 48 hours of its return. Decathlon undertakes to inform the Partner of any damage to be compensated by the Partner within three working days of the return.

The Partner is liable for all damage to the Equipment, including damage resulting from falls, vandalism, natural factors, severe weather, tampering, transport damage and improper use of the Equipment. The Partner undertakes to notify DECATHLON as soon as possible and no later than 48 hours after return if the Equipment has been damaged during the Duration.

DECATHLON will invoice the Partner for the cost of repairing the damage at the repair prices charged by the Decathlon workshop. The Partner acknowledges that it may not carry out repairs itself on the Equipment, or have repairs carried out by a third party.

In the event of damage caused by the (partial) fault of a third party, the Partner is obliged to provide DECATHLON with the details of this third party, as well as an agreement signed by both parties describing the damage caused to the Product. A notification form can be sent to DECATHLON by email.

If the product is irreparably damaged, Decathlon reserves the right to charge the Partner the new price of the product.

ARTICLE 10. LOSS AND THEFT OF THE EQUIPMENT

The Partner is responsible for competently watching over and protecting the Equipment. In the event of loss or theft of the Equipment, the Partner shall be liable for all damage suffered by Decathlon for the entire Duration of the rental of the Equipment.

In the event of attempted theft or confirmed theft of the Equipment, the Partner shall notify DECATHLON within 24 hours of identifying the loss or theft. The Partner shall also report the incident to the police. The Parties acknowledge that these are obligations to ensure a result. The current rental period shall be terminated at the earliest when the Partner has provided DECATHLON with proof of the report.

If the Equipment is lost, the Partner shall notify DECATHLON within 24 hours of identifying the loss. The current rental period shall be terminated at the earliest when the Partner has notified DECATHLON.

In the event of theft or loss, Decathlon reserves the right to charge the Partner the new price of the product.

ARTICLE 11. RETENTION OF TITLE AND TRANSFER OF RISK

For the Duration, the Equipment shall remain the exclusive property of DECATHLON at all times. The Partner waives any claim to ownership and shall refrain from disposing of the Equipment (selling, subletting, donating, etc.) without the prior written consent of DECATHLON.

ARTICLE 12. LIABILITY AND INSURANCE

Each Party shall be liable for any loss and/or damage it causes to the other Party as a result of its failure to fulfil its obligations as described in these GRTC.

However, the Parties agree that, except in cases of intent and gross negligence, they shall only be liable vis-à-vis each other for contractual, direct damage, with indirect damage expressly ruled out. In addition, the Parties expressly rule out the possibility of claiming non-contractual compensation from employees or directors of the other Party.

Both Parties acknowledge that they have taken out the necessary insurance to cover their potential liability under this agreement.

At the first request of one of the Parties, the other Party shall provide proof of insurance to the other Party.

Except in cases of gross negligence or fraud on the part of DECATHLON, DECATHLON shall not be liable for:

- accidents of any kind,
- physical, material or immaterial damage caused to third parties, to the User, Partner and any other goods, resulting from the use of the Equipment, regardless of whether or not it is the Partner or the User.

- damage caused by the Partner or the User to the Equipment
- indirect or direct damage that the Partner may incur as a result of the Equipment being unavailable.

ARTICLE 13. INTELLECTUAL RIGHTS

The Decathlon brand is and remains the exclusive property of the DECATHLON Group. The DECATHLON Group has granted Decathlon Belgium the necessary licences for use by Decathlon Belgium.

The Partner may only use the brands and logos owned by the Decathlon Group or Decathlon with the prior approval of Decathlon. The Partner acknowledges that any unlawful use of these distinguishing signs or brand names constitutes an infringement of the intellectual property of the Decathlon Group and/or Decathlon Belgium, for which damages may be claimed.

ARTICLE 14. GDPR

By accepting the GRTC B2B, the Partner agrees that Decathlon, as the controller, may store and process its data for the performance of the Agreement.

This data is intended exclusively for Decathlon's internal services and for its service providers acting within the framework of the agreement concluded between Decathlon and the Partner. It will be kept for as long as necessary for the correct performance of the agreement, unless otherwise required by law.

For more information on the personal data policy and the conditions under which Decathlon collects and uses the data of its Partners, please refer to the "[Decathlon Privacy Statement](#)" page (Dutch/French only)

The Partner is responsible for ensuring that DECATHLON is informed in good time of any changes to personal data.

ARTICLE 15. Compliance

Both Parties, their subsidiaries, directors, officers, agents, service providers, contractors and any person acting on their behalf or with their consent shall not give, offer, solicit or accept any advantage from any person, directly or indirectly, with the aim of improperly influencing the actions or decisions of any person or entity in connection with this Agreement, including, but not limited to, its execution, performance or termination.

The Partner declares that it has taken cognizance of DECATHLON's [Code of Conduct](#) for trading partners and undertakes to comply with it.

ARTICLE 16. APPLICABLE LAW AND COURTS

This Agreement shall be governed by, and construed in accordance with Belgian Law. The application of the Vienna Sales Convention is ruled out.

This Agreement is primarily based on good faith and the willingness of the Parties entering into the agreement to settle disputes amicably.

Any disputes arising from or in connection with this Agreement or further agreements resulting therefrom, for which no amicable settlement was possible, shall be submitted exclusively to the competent Dutch-speaking court of Brussels.

ARTICLE 17. NOTIFICATION

Any notification or other formal communication made pursuant to the Agreement shall be made in writing and may be delivered in person or sent by ordinary post or electronic mail to the designated contact person as stated on the Quotation of the Party concerned.

ARTICLE 18. PRIORITY OF THE AGREEMENT

This Agreement, together with its annexes, constitutes the complete and definitive agreement between the Parties with regard to the rental. This Agreement supersedes and takes precedence over all previous agreements and declarations, whether verbal or written, relating to the object thereof. Any amendment to the Agreement shall be recorded in writing by the Parties, stating the date and signature of each Party.

In case of conflict between this Annex and the Agreement, the Agreement shall take precedence.

Upon termination or cancellation of the Agreement, all annexes shall also be automatically terminated or cancelled, unless the Parties jointly decide otherwise.

ARTICLE 19. GENERAL FINAL PROVISIONS

In the event that any clause of this Agreement proves to be invalid or unenforceable, the validity of all other clauses of the Agreement shall remain unaffected and shall remain in full force and effect. The Parties shall make every reasonable effort to replace the invalid or unenforceable provision with a valid provision whose effect is as close as possible the intended effect of the invalid or unenforceable provision.

The parties agree that a digital signature shall be deemed to have the same legal validity and probative value as a handwritten signature, provided that it meets the requirements of the applicable legislation on electronic signatures (including, but not limited to, the eIDAS Regulation (EU) No 910/2014, if applicable). The parties agree that this Agreement may be signed digitally.

The Partner and DECATHLON confirm that all clauses are clearly and comprehensibly drafted, in accordance with industry practices and do not create an obvious imbalance between the parties' rights and obligations.