

GENERAL TERMS AND CONDITIONS FOR UM EMPLOYEE EQUIPMENT LOAN¹

Article 1: Definitions

The following words used in these General Conditions, either the singular or the plural, may be defined as follows:

Borrower: the person employed by UM to whom UM loans some proprietary Equipment, for the purpose of adequate performance of the work by Borrower as described in the Employment Contract;

Employment Contract: the employment agreement between UM and Borrower;

Equipment: UM's proprietary equipment to be loaned to Borrower by UM, as specified in the Equipment Loan Form(s);

Equipment Loan Form: one or more forms, as signed by the Borrower, in which the loaned Equipment is specified;

Equipment Manager: the contact person for the Equipment in Borrower's department, as indicated on the Equipment Loan Form, or as otherwise communicated to Borrower by UM;

General Conditions: these general terms and conditions for UM employee Equipment loan;

UM: Maastricht University;

Article 2: Scope and Purpose

- 2.1 These General Conditions are applicable to all Equipment that is made available to Borrower by UM.
- 2.2 The Equipment is loaned to Borrower free of charge, for the duration and solely for the purpose of the proper performance of the work as described in the Employment Contract.
- 2.3 The loan of the Equipment is based on, and subject to, Borrower's status as employee and his work as described in the Employment Contract. Therefore, this Agreement forms part of the Employment Contract and is subject to the applicable terms and conditions therein.

Article 3: Ownership and use of the Equipment

- 3.1 The Equipment will at all times remain UM's property.
- 3.2 By signing the Equipment Loan Form, Borrower declares to have received the Equipment from UM in good condition.
- 3.3 As soon as possible after receipt of the Equipment, Borrower will check whether the Equipment is functioning properly. In case of non- or malfunctioning, Borrower is obliged to report this immediately to his Equipment Manager.
- 3.4 The Borrower may not use the Equipment for any other purpose than the work referred to in Article 2.2.
- 3.5 The Borrower may only use the Equipment personally and is not allowed to sell, rent or loan the Equipment to third parties or to transfer the rights and/or obligations stipulated in these General Conditions wholly or partly to a third party, without UM's prior permission. For the purpose of this clause, the term 'third parties' also includes other people working within UM.
- 3.6 Borrower will use, look after and maintain the Equipment with the care and diligence of a prudent person.
- 3.7 Borrower shall use the Equipment in accordance with the most current Acceptable Use Policy and Code of Conduct on Integrity of UM, as published on UM's intranet.

¹ Note: in this document, words may be addressed according to their grammatical gender, which bears no indication to the gender or gender identity of the actual persons involved.

- 3.8 The Borrower is not permitted to carry out repairs to the Equipment or to have them carried out. Borrower shall report defects in the Equipment as soon as possible to his Equipment Manager.
- 3.9 The Borrower is obliged to hand over the Equipment at UM's first request for repair, inspection and/or maintenance work (or disposal in case the Equipment is non-repairable).
- 3.10 Private use of the Equipment is not allowed, unless explicitly permitted by UM. Instructions to that effect in the Acceptable Use Policy may be considered as such permission.

Article 4: Damage, loss, theft & liability

- 4.1 The Borrower must take all due care to prevent damage to, or theft or loss of, the Equipment.
- 4.2 In case of damage to, or theft or loss of, the Equipment, the Borrower is obliged to report this to his Equipment Manager as soon as possible, but within 24 hours of discovery of the damage/theft/loss (disregarding weekends and holidays) at the latest.
- 4.3 Borrower shall provide UM with all information and documentation in his possession and shall cooperate to allow UM to retrieve the Equipment, file a police report or insurance claim or start other proceedings.
- 4.4 If the damage to, or theft or loss of, the Equipment is the result of intent or deliberate recklessness by the Borrower, he may be liable to UM for damages resulting therefrom, in accordance with applicable labor laws.

Article 5: Term and termination of the Equipment loan

- 5.1 The Equipment loan shall remain in effect until the earliest of the following situations occurs:
 - a) Termination of the Employment Contract;
 - b) Borrower's manager determines that the Equipment is no longer necessary for the proper performance of the work, which may include changes to the job description or work location, as communicated by UM to Borrower in writing.
- 5.2 In addition to Article 5.1, UM may terminate the loan immediately at any time by written notice to the Borrower, and demand the immediate return of the Equipment, if the Borrower violates the provisions of these General Conditions.

Article 6: Return of Equipment or transfer of ownership

- 6.1 In case of termination of the loan in accordance with Article 5, the Borrower is obliged to return the Equipment to UM in full, in good condition (except for normal wear and tear) and accompanied by all accessories:
 - a) in case of Article 5.1 a: before the date of termination;
 - b) in case of Article 5.1 b or 5.2: within the term indicated on the written notice.
- 6.2 If the Equipment has not been returned within the term as described above, UM will give the Borrower a period to remedy the situation by means of a notice of default. If the Equipment has not been returned after expiration of the notice period, the Borrower will owe UM an amount equal to the residual value of the Equipment at that time, which value shall be determined by UM in accordance with applicable tax laws and UM policies. In addition, all judicial and extrajudicial (collection) costs which UM incurs to recover its property and/or collect the forfeited amounts will then be borne by the Borrower. Any freight charges for the transport of the Equipment to UM shall be borne by the Borrower.
- 6.3 In case of termination in accordance with Article 5.1, Borrower may also request to take over ownership of the Equipment against a financial compensation equivalent to the residual value of the Equipment to be determined by UM at such time. Borrower shall timely inform his Equipment Manager if he wishes to take over any Equipment.