

GENERAL TERMS AND CONDITIONS OF SELF-PROPELLED WORK PLATFORMS RENTAL (GTR)

from **mateco podesty ruchome Sp. z o.o.** VERSION 2/2011

- General terms and conditions of rental specify the conditions of putting machines and self-propelled work platforms by the Lessor at the Lessee's disposal.
- 1) **The expressions used in the General Terms and Conditions of Rental mean the following:**
- **mateco** – mateco podesty ruchome Sp. z o.o., the company, further on referred to as the Lessor, which puts equipment and self-propelled work platforms at the Lessee's disposal, to be used on their own behalf.
 - The Lessee – a person, either natural or legal, who accepts the subject of rental for use on its own behalf.
 - The Subject of Rental (further on referred to as the equipment) – a equipment, a construction machine or a self-propelled work platform which is handed over to the Lessee on the basis of undersigned delivery report.
- 2) **The Lessee guarantees the following:**
- a) the particulars the Lessee has submitted are true and correct,
 - b) the Lessee possesses full legal capacity to enter into legal transactions,
 - c) there is no legal action pending against the Lessee, which might expose **mateco** to perils,
 - d) the Lessee is aware of the fact that according to provisions in force operating **the equipment** requires appropriate UDT qualifications, and **mateco** does not take responsibility for the Lessee's failure to comply with the above requirement.
- 3) **The Subject of Rental**
- The Lessor puts the equipment and construction machines or work platforms being on its current commercial offer at the Lessee's disposal. All the published catalogues, photographs or advertising leaflets as well as technical specifications related to the subject of rental are available exclusively for information purposes. It is only the technical specifications confirmed by the Lessor, which are legally binding.
- 4) **The period of contract:**
- a) The Lessee's written order, accepted and signed by **mateco** is the basis for its execution and mutual financial settlements. Any amendments concerning the rental period or prices require **mateco's** written consent.
 - b) The rental agreement termination follows handing **the equipment** over to the Lessor, confirmed with an acceptance report made especially for that purpose. Failure to use **the equipment** in compliance with the order or GTR entitles **mateco** to claim damages on general terms.
- 5) **Usage**
- a) **Handing the equipment over to the Lessee / collection of the equipment.**
- Handing the machine over and collection of the machine from the Lessee takes place only on the basis of a delivery-acceptance report, whose sample is an inherent part of these GTR.
- The report is undersigned by a contact person or an authorized person on the part of the Lessee and by an employee/driver on the part of **mateco**. Should the representative of the Lessee be absent, **mateco** reserves the right to a single-handed execution of the delivery protocol, whose provisions are fully binding for the Lessee.
- Comments included in the delivery report are the basis for mutual settlements between the companies as well as financial claims on the part of **mateco**. The ultimate technical collection of the machine takes place in **mateco's** headoffice. Any possible additional claims on the part of **mateco**, concerning excessively high wear or damage caused to **the equipment** (photographic documentation) or its parts, shall be entered in writing within 30 days of signing of the delivery report. The absence of the person in charge of the equipment on the part of the Lessee at the time of the delivery of the equipment, or the loss of the appropriate report results in the Lessee's acceptance of any written comments of **mateco's** employee/driver. The ordering party confirms with their own signature that the person listed in the section entitled "contact person" is indeed authorized to collect and hand over **the equipment** in their place of work. The person appointed (by their name, surname and phone number) by the contact person at the building site is also regarded as such.
- The Lessee is obliged to perform a trial engine run in the presence of a **mateco** representative. The Lessee is obliged to cover any additional cost of transport due to failure to hand over or collect **the equipment** at the agreed time, for reasons attributable to the Lessee.
- b) **Using the equipment.**
- The Lessee is obliged to use **the equipment** in compliance with the operator's manual and safety regulations and to ensure that **the equipment** on hire are operated by personnel with appropriate qualifications as required by law,
 - c) The duty of exercising appropriate care over **the equipment** within the time of rental. The Lessee is obliged to exercise care over the subject of rental for the whole period of rental, i.e. from the moment of its report-based delivery to the Lessee until the moment of its report-based acceptance by the Lessor (further on referred to as the period of actual ownership of the equipment). The period of waiting for the collection is free of any rental charges. Exercising care over the subject of rental means bearing responsibility for loss and destruction or damage of **the equipment**.
 - d) On the rental termination date the subject of rental shall be returned to the Lessor in good technical condition, fully filled up (diesel engine run **equipment**) or with fully charged batteries (**equipment** with electric run engines), sufficiently allowing for loading, clean, cleared of any rubbish or industrial waste, free of any traces of paint, plaster or alike. Additionally, all the accessories accompanying the subject of rental such as manuals, keys, etc. must also be returned. Handing over the subject of rental shall be performed in a place allowing for its being loaded on the Lessor's transporting platform.
 - e) Should the above requirements fail to be fulfilled, the Lessor is entitled to charge the Lessee with a lump sum of:
 - 150 zlotys for each and every of the cases mentioned; loss of a manual, loss of keys,
 - cost of filling the machine up with fuelBesides, should the equipment batteries fail to be charged, the Lessee covers the cost of additional transport.
- 6) **Prices**
- The prices accepted by **mateco** in their confirmation of the collection of order are the basis for financial settlement. The prices in the order are valid for an agreed period of time. In case of pre-mature termination of the rental, the Lessee shall be charged with the rate according to the price list without a discount. All the prices in question are net prices to which a VAT of 22% is added.
- 7) **Settlements**
- a) By confirming the general terms and conditions of rental the Lessee authorizes **mateco** to issue VAT invoices without the Lessee's signature
 - b) VAT invoices shall be sent by **mateco** to the address indicated by the Lessee by post. The parties mutually agree that the absence of a returned invoice within 7 days from the day of its reception is treated as acceptance of its contents.
 - c) The Lessor is entitled to demand a sufficient pre-payment before making **the equipment** available to the Lessee or an advance payment towards rental during the rental period.
 - d) The sign out procedure shall be performed only in writing on the basis of a sign out form delivered to the number or address indicated in the order form 2 days before the intended rental period termination. Should the advisable procedure fail to be performed **mateco** reserves the right to include the usual sign out time in the rental period.
 - e) Only a written notice of a planned discontinuity of operation will be taken into consideration during financial settlements. Backward dated notices will not be accepted. The Lessee shall be charged 50% of the agreed rate for every day of rental inclusive of an insurance flat rate, if agreed, during an appropriately reported period of discontinuity of operation.
- Proved abuse of the above terms entitle **mateco** to the following :
- charging the Lessee with the rental fee of 200% of an agreed daily rate per day for the period from the date of giving false notice of the alleged rental termination until the actual date of returning of the subject of rental to the Lessor.
 - charging the Lessee with the rental fee of 200% of an agreed daily rate per day for the period specified untruly in the notice given as alleged discontinuity of operation. Unless agreed otherwise by the parties, all payments will be executed by the Lessee within 14 days from a VAT invoice date of issue.
 - Transporting **the equipment** by the Lessee is allowed only on **mateco's** written consent. Should any arbitrary transportation been reported the Lessor will charge the Lessee for transportation according to **mateco** rates.
- The time of payment is considered to be kept if **mateco's** bank account has been credited with the amount due within the agreed period of time. The payment shall be made by money transfer to **mateco's** bank account or by cash at its cash desk.
- Failure to keep the agreed time of payment entitles **mateco** to charge the Lessee with statutory interest for the delay. The Lessee is also obliged to cover all costs incurred by **mateco** on account of undertaking debt collection activities aiming at the execution of overdue payments resulting from the issued VAT invoices.
- The executed payments are credited by **mateco** firstly for the eldest debts, and especially for liabilities on account of interest for the delay.
- f) If the Lessee remains in the state of delay with the payment to **mateco** for former services, **mateco** is entitled to the following:
- refusal to enter into a new rental agreement,
 - immediate termination of currently binding rental agreements, including immediate collection of **the equipment**.
- Moreover, in the instance of 30 days of the delay in payment **mateco** reserves the right to charge the Lessee with statutory interest and contractual interest in amount of 0,07% for each day of the delay compute from 31-st day not paid.
- 8) **Time of delivery**
- mateco** does its best to put the equipment covered by the rental agreement at the Lessee's disposal at the times specified in the agreement.
- mateco** does not bear responsibility for failure to keep the agreed delivery time caused by events upon which **mateco** has and had no influence. **mateco** shall be held responsible for the loss suffered by the Lessee only when the failure to keep the agreed delivery time is the result of an intentional act of its employees.
- If the Lessee refuses to accept **the equipment** which was ordered earlier for reasons independent of **mateco**, the delivery costs shall be covered by the Lessee.
- In case of the Lessee's inability to collect **the equipment** by their own fault, the Lessee shall be charged with the amount due resulting from the order for that period until the time the delivery is enabled, as well as with the cost of transport born by the Lessor.
- 9) **Faults**
- Upon noticing any faults in the subject of lease, which limit its usefulness, the Lessee is obliged to advise **mateco** of their existence immediately, giving account of their type and size. The Lessee bears responsibility for the consequences of any delay in passing the subject related information to **mateco**. The complaint will be acknowledged only on the basis of a written notice of a mechanical failure.
- If the failure has been determined to result from the Lessee's acting or nonfeasance, all the costs of its removal are born by the Lessee. In such case, the Lessee is not entitled to claim the reduction of the rent for the period of stoppage. If the failure took place for reasons independent of the Lessee, the stoppage period is subtracted from the agreed rental period.
- The Lessee will be charged with the amount resulting from the order for the whole period of stoppage until the time the mechanical failure resulting from the damage caused to **the equipment** by the Lessee's fault is removed.
- Having handed over the equipment to the Lessee, as confirmed by their signature in the delivery report, the Lessor does not bear responsibility for any damage resulting from oil leakages from the equipment.
- 10) **Insurance protection**
- At the time of the subject of rental being handed over to the Lessee the risk of its damage, accidental loss, destruction, theft of the whole unit or its parts as well as its appropriation is born by the Lessee. The Lessee bears responsibility for any damage taking place at the time of usage of the subject of rental, caused both to the Lessee's property and to the property of third parties and to third parties.
- The Lessee bears full responsibility for any damage caused at the time of **the equipment** being used by third parties.
- The Lessee participates in the cost of insurance against damage caused to the subject of rental by payment of a flat rate insurance for every day of the actual possession of the subject of rental, keeping their own share (reduced franchise). The scope of insurance protection provided to the Lessee is specified in appendix No 1 to GTR. The insurance flat rate is individually quoted in the order placed by the Lessee. The payment of the insurance flat rate does not make the Lessee free e.g. from responsibility for damages to be paid for the lost controls board.
- The Lessee bears full responsibility for any damage resulting from:
- inappropriate exploitation of the subject of rental (e.g. operating the subject of rental by an operator lacking UDT qualifications),
 - failure to follow safety regulations, the instructions in the operating manual and generally applicable building regulations,
- and caused either to the subject of rental (and not covered by the insurance or excluded from the Insurer's responsibility), or to third parties.
- To guarantee the insurer's protection the Lessee is obliged: to keep the subject of rental in a fenced off, closed (a separate, locked room) area or to provide continuous supervision performed by either internal security service or external one, hired especially for this purpose.
- 11) **Re-rental**
- Re-renting or allowing third parties to use the subject of rental free of charge without **mateco's** explicit consent in writing is forbidden. Should the above prohibition be violated the Lessor is entitled to charge the Lessee with a contractual fine of 100% of the rental fee.
- 12) **Commercial secret**
- The Lessor warns that the terms and conditions of the agreement, calculations, technical data are confidential and constitute the secret knowledge of the company, according to the provisions of the act on counteracting dishonest competition. Disclosing the information which is the company secret to third parties without the Lessor's explicit written consent authorizes the Lessor to take appropriate steps in the form of action indicated in the act on counteracting dishonest competition.
- 13) The Lessee agrees to have their personal data, as enclosed in the document sent, processed for the marketing purposes of mateco podesty ruchome, according to the provisions of the Act on the Personal Data protection of 29th August 1997 (Journal of Laws No 133 par. 883).
- 14) Issues not provided for in this agreement shall be regulated by Civil Code.