

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

from **mateco podesty ruchome Sp. z o.o.** VERSION 1/2009

General terms and conditions of rental specify the conditions of putting self-propelled work platforms by the Lessor at the Lessee's disposal.

1) **The following expressions used in the General Terms and Conditions of Rental mean:**

**mateco** – mateco podesty ruchome Sp. z o.o., the company, further on referred to as the Lessor, which puts self-propelled work platforms, machines at the Lessee's disposal on its 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 (Machine) – a self-propelled work platform or machines hand over to the Lessee disposal on the basis of undersigned handing over protocol.

2) **The Lessee guarantees the following:**

- the particulars the Lessee has submitted are true and correct,
- the Lessee possesses full legal capacity to enter into legal transactions,
- there is no legal action pending against the Lessee, which might expose **mateco** to perils,
- the Lessee is aware of the fact that according to provisions in force operating work platforms 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 work platforms or machines 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 specification confirmed by the Lessor, which is legally binding.

4) **The period of contract:**

- 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.
- The rental agreement termination follows after handing the machine over to the Lessor confirmed with handing over protocol.  
Failure to use work platforms in compliance with the order or GTR empowers **mateco** to claim damages on general principles.

5) **Usage**

- handing the machine over to the Lessee / collection of the machine  
Handing the machine over and collection of the machine from the Lessee takes place only on the basis of a sign out-collection protocol, which is an inherent part of these GTR.

Comments included in the sign out-collection protocol 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** head office. Any possible additional claims on the part of **mateco**, concerning excessively high wear or damage caused to the machine (photographic documentation) or its parts, shall be entered in writing within 30 days from the date of signing the sign out-collection protocol. The absence of the person in charge of the equipment on the part of the Lessee at the time of signing out or the loss of the appropriate protocol results in the Lessee's acceptance of 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 sign out the machine in their place of work. The person selected (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.

- using machines
  - The Lessee is obliged to use machines in compliance with the operator's manual and safety regulations and to ensure that machines on hire are operated by personnel with appropriate qualifications as required by law,
- the duty of exercising appropriate care over the machines 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. until the moment of signing it out formally back to the Lessor. In case of the Lessor's failure to collect the subject of rental on time, the Lessee addresses the Lessor in writing with a demand to specify the actual collection date. The waiting period is free of any rental charges. Exercising care over the subject of rental means bearing responsibility for loss and destruction or damage of the machine.
- 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 platforms) or with fully charged batteries (machines 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. Signing out of the subject of rental shall be performed in a place allowing for its being loaded on the Lessor's transporting platform.
- 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 fuel

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 date. 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**

- By confirming the general terms and conditions of rental the Lessee authorizes **mateco** to issue VAT invoices without the Lessee's signature
- VAT invoices shall be sent by **mateco** to the Lessee's address at the return confirmation of invoice reception. The parties mutually agree that absence of a returned invoice within 7 days from the day of its reception is treated as acceptance of its contents.
- The Lessor is entitled to demand a sufficient pre-payment before making the machine available to the Lessee or during the period of rental. The pre-payment shall then be subtracted from the total rental charge.
- The sign out procedure shall be performed only in writing on the basis of sign out form delivered on fax or mail address indicated in order form 2 days before the intended rental period termination. If the advisable procedure won't be performed **mateco** podesty ruchome reserves the right to count the predictable sign out time in the rental period.
- 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.

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 of machines 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 vindication 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.

- 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 machines.

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) **Times**

**mateco** does its best to hand over the machines covered by the rental agreement to the Lessee 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 a machine 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 machine 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 machine by the Lessee's fault is removed.

Having handed over the machine to the Lessee, as confirmed by their signature in the handover protocol, the Lessor does not bear responsibility for any damage resulting from oil leakages from machines.

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 machine 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 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.

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 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.

- The Lessee agrees for using his personal data included in sent document by marketing process of **mateco podesty ruchome**, according to Polish law of August 29, 1997 on the protection of personal data (Dz.U.Nr.133 poz.883)

- Issues not provided for in this agreement shall be regulated by Civil Code.