

General Terms and Conditions of Limitation of the Lessee's Liability
(Insurance lump sum)

1. General provisions

- 1.1 The Lessee is liable for all events and cases of damage to the equipment transferred to it for use under the agreement (order) made on the basis of the General Terms and Conditions of Lease (GTCL). It is assumed that the equipment officially handed over to the Lessee is in good condition, suitable for the agreed use.
- 1.2 The execution of the agreement on the limitation of the Lessee's liability for damage to the lease object takes place at the time of signing the lease agreement (order) on the basis of the GTCL applicable at mateco.
- 1.3 The agreement made on the basis of these General Terms and Conditions determines the rules for limiting the Lessee's liability for damage occurred during the lease period, including the amount of the insurance lump sum due, whose final amount is defined in the order form compliant with the applicable GTCL.

2: Definitions

GTCLLL: General Terms and Conditions of Limitation of the Lessee's Liability

mateco: mateco podesty ruchome Sp. z o.o. with its registered office at: 43-100 Tychy ul. Murarska 27, KRS no. 0000049914, REGON (business id. no.): 273935354, NIP (tax id. no.): 954-22-39-908; mateco@mateco.pl www.mateco.pl; or its Authorised Agent.

Lessee: an entrepreneur within the meaning of Article 431 of the Polish Civil Code (Journal of Laws of 1964, no. 16, item 93, as amended) that has placed an order for the lease of equipment offered by mateco,

Limitation of the Lessee's liability: exclusion or reduction of the Lessee's scope of liability for loss and destruction of or damage to the equipment leased under the applicable GTCL.

Loss of the equipment: cases of theft, burglary, robbery or misappropriation by third parties.

Equipment: machines officially handed over to the Lessee under the lease agreement, operating at the workplace, operated by an operator holding licences required by law (e.g. mobile platforms, telescopic loaders, jacks on motor chassis, fork lifts).

Devastation: heavy soiling, splashes of paint or other similar substances (mortar, concrete, etc.), consequences of sanding, slagging or other events that have left permanent traces on the equipment; whose removal requires the use of specialised equipment or substances (e.g. mechanical cleaning).

Fittings or accessories: auxiliary technical equipment handed over against a protocol together with a machine or to a machine.

Own contribution: specified amount of the damage caused for which, regardless of the wording of these General Terms and Conditions of Liability, the Lessee is liable.

Insurance lump sum: fee due to mateco on account of the limitation of or exemption from the Lessee's liability for damages, occurred in the case of damage to the lease object.

Agreement: agreement made with the participation of the Lessee together with the lease agreement, under which, in exchange for payment of the insurance lump sum, the Lessee's liability on account of damage to the lease object is limited or excluded. The exemption from or limitation of liability may take place only after fulfilling the provisions of these General Terms and Conditions, provided that the agreed insurance lump sum has been paid for the entire lease period.

3. Term of the Agreement

- 3.1 The Agreement is effective from the official handover of the equipment to the Lessee and applies to the equipment marked with the identification number compliant with the handover report. The limitation of or exemption from liability is effective provided that the full amount of the insurance lump sum due is paid.
- 3.2 The insurance lump sum is due for each day of the lease in the amount indicated in the lease agreement (order) for each of the devices separately.

4. Place of the equipment operation

- 4.1. The Agreement applies to the equipment indicated in the lease agreement (order) at the place of its use, provided that it is compliant with the place indicated in the lease agreement (order).
- 4.2. The provisions of the Agreement apply to the equipment used in the territory of the Republic of Poland.

5. Conditions of the equipment storage

- 5.1 To guarantee the maintenance of the liability limitation, the Lessee is obliged to store the lease object in a room secured with a lock or multiple bolt padlock located at the fenced premises, illuminated and continuously monitored by a licensed security contractor.
- 5.2 Machines and devices stored outdoor should be continuously monitored by a licensed security contractor and located at the premises separated with a wall, wire mesh or fence and illuminated at night.
- 5.3 Access to the storage location of the machines and devices should be protected against free entering by an unauthorised person in a motor vehicle.
- 5.4 All keys and control panels should be kept in a way ensuring that they are accessible only to the Lessee, and all protection features installed should be activated.

6. Equipment covered by the agreement

- 6.1 The provisions of the Agreement apply to the equipment at the disposal of mateco and handed over to the Lessee under the lease agreement (orders) validly made.
- 6.2 The rules for limitation of the Lessee's liability or its exclusions are effective provided that the equipment is used in accordance with the manufacturer's instructions and its intended purpose.

7. Submitting notifications about damage

- 7.1 The Lessee is obliged each time to notify mateco about an event resulting in the loss, damage or destruction of the equipment.
- 7.2 Information about the damage should be submitted immediately, but not later than within 24 hours from the event or becoming aware of the event. The information should be sent via e-mail to the address of the mateco branch in which the equipment has been handed over or indicated in the lease agreement (order). In the case of a notification made by phone, it is necessary to confirm it in writing within 2 days from the date from this notification. A written form includes a notification submitted by e-mail.
- 7.3 A written notification of the damage taking place on the 'Notification of damage' form available at www.mateco.pl
- 7.4 In the case of damage resulting from an offence committed, the Lessee is obliged to immediately notify law enforcement authorities. A copy of the notification should be submitted to mateco.
- 7.5 In the case of damage caused by third parties, the Lessee should collect all data of the perpetrator, together with their statement on the acceptance of the fault for the event. These data include: first and last name, contact details (phone, e-mail) of the perpetrator and witnesses, as well as

information whether the perpetrator has a valid third-party liability insurance policy, whose copy should be recorded (scan, copy).

- 7.6 A breach of the procedure for reporting damage, in particular the deadline for reporting it, may be the basis for losing the right to limit the Lessee's liability or release the Lessee from liability.

8. Loss adjustment

- 8.1 After receiving from the Lessee the set of information concerning the damage, in particular the circumstances of its occurrence, the perpetrator of the event and its determined size, mateco within 14 days will submit to the Lessee the decision on the manner of the damage classification, in accordance with the provisions of these General Terms and Conditions.
- 8.2 In order to determine the costs of the damage repair, a visual inspection of the equipment at the place of the damage is carried out or, if possible, in an appropriate branch of mateco.
- 8.3 The amount of the repair costs includes all expenses necessary to restore the equipment to the full operation from before the event, including the costs of spare parts and labour of the Technical Department of mateco or third parties. The value of the mateco man-hour is compliant with the value indicated in the General Terms and Conditions of Lease.
- 8.4 The cost estimate is submitted to the Lessee in the form within 14 days from preparing and delivering to the Lessee the decision on the manner of the damage classification (point 7.1).
- 8.5 The Lessee is obliged to pay the amount constituting its own contribution on the basis of a debit note issued within 7 days from the date of its receipt. A breach of the above-mentioned deadline entitles mateco to suspend the application of the provisions of the GTCLLL and the GTCL.

9. Scope of limitation of the Lessee's liability

- 9.1 By paying the insurance lump sum, the Lessee limits its liability for damage to the leased equipment to cases not covered by the exclusions indicated in the General Terms and Conditions and the scope of the agreed own contribution, as well as cases outside the scope of these General Terms and Conditions.
- 9.2 These General Terms and Conditions do not apply to damage occurred in the leased equipment as a result of:
- gross negligence or wilful misconduct of the Lessee's employees or associates, including those under the influence of alcohol or any intoxicants,
 - use of the equipment contrary to its intended purpose, including damage resulting from the participation in road traffic,
 - use contrary to the applicable OHS regulations, the admission conditions of the Office of Technical Inspection and the operating manual,
 - use of the equipment by third parties to whom the Lessee has handed over the equipment without the mateco consent,
 - events caused by an action of a third party (the perpetrator) whose liability has been confirmed by competent authorities or accepted by the perpetrator within the statement submitted,
 - events outside the territory of the Republic of Poland.
- 9.3 The following cases are excluded from the scope of limitation of the Lessee's liability:
- loss of control panels,

- damage to the wheels which put the equipment out of operation, not being a consequence of normal wear and tear,
- any loss of the equipment due to events other than burglary, understood as actual or attempted misappropriation of the lease object after forcible removal of theft protection from the lease object or the protection of the entrance to the room or site where the lease object has been stored.
- devastation of the equipment
- damage to rechargeable batteries resulting from lack of maintenance or improper maintenance (in particular lack of daily inspection of the electrolyte level and / or operation of the battery with an insufficient electrolyte level).
- occurrence of damage about which the Lessee has not informed mateco immediately in the manner indicated in the GTCL or these General Terms and Conditions.

10. Own contribution

- 10.1 For each loss covered by the scope of the liability limitation under the conditions determined in these General Terms and Conditions, the Lessee incurs its own contribution, whose value is **PLN 1,000** (in words: one thousand zloty).
- 10.2 The own contribution is taken into account for each loss on the equipment separately, and the Lessee pays it to mateco on the basis of a debit note issued.

11. Final provisions

- 11.1 In the case of the Lessee's outstanding liabilities towards mateco on account of the lease agreement under which the insurance lump sum has been purchased, until the full payment of the outstanding amounts the limitation of the Lessee's liability remains ineffective.
- 11.2 These General Terms and Conditions of Limitation of the Lessee's Liability (Insurance Lump Sum) constitute an integral part of the lease agreement (order) made with the Lessee and have been presented to the Lessee, which after becoming familiar with them accepts them fully and undertakes to comply with them, confirming it by submitting the order.