

# GENERAL TERMS & CONDITIONS OF EQUIPMENT AND AIR LIFT LEASE from mateco podesty ruchome Sp. z o.o. Version 1/2020

## 1. Terms and definitions:

- 1.1. *mateco* (the Lessor): mateco podesty ruchome Sp. z o.o., incorporated with a registered office address at 43-100 Tychy ul. Murarska 27, KRS 000049914, REGON: 273935354, NIP (TIN): 954-22-39-908; [mateco@mateco.pl](mailto:mateco@mateco.pl) or its Authorized Agent
- 1.2. Lessee: any business owner as construed under Article 43<sup>1</sup> of the Polish Civil Code (Dz.U. 1964.16.93, as amended), who has placed a Lease Order to lease property endorsed by *mateco*, or an authorized representative of the Lessee;
- 1.3. Leased Property: property leased by the Lessee according to the relevant Lease Order;
- 1.4. UDT: Polish Office of Technical Inspection (Urząd Dozoru Technicznego), as specified in the Polish Technical Inspection Act (Dz.U. 2000.122.1321, as amended);
- 1.5. E-mail: electronic mail system used by *mateco* and Lessees to exchange communications concerning Leased Property and established by submitted Lease Orders or previous contact between the two parties.

## 2. Conclusion of a lease contract:

- 2.1. The Lessee warrants that at the start of a lease contract the Lessor has the financial capacity to finance the lease as specified in the relevant Lease Order and that no official proceedings have been opened for execution, including execution proceedings related to any tax or court liability.
- 2.2. The Lessee shall ensure operation of the Leased Property according to the prevailing laws and by operators duly licensed by UDT.
- 2.3. Only by submitting a Lease Order signed by the Lessee or its authorized representative can the Lease Order be executed and substantiate any financial clearing between the Lessor and the Lessee.
- 2.4. All changes to the terms and conditions of a Lease Order (and specifically related to the site of Leased Property operation, term of lease, price of lease, and the type and model of Leased Property), as well as sub-leasing or lending for use, require prior consent from *mateco* served in writing or by e-mail.
- 2.5. The Lessee accepts and agrees to that *mateco* will process the Lessee's personal data to discharge the concluded Lease Order. The personal data will be stored and processed according to Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 (and abbreviated to GDPR, General Data Protection Regulation).
- 2.6. The Lessee accepts and agrees to processing of its personal data included in all communications served to the Lessor for marketing purposes of *mateco* in accordance with the Polish Personal Data Protection Act (Dz.U. 2018.0.1000). The personal data of the Lessee are processed to initiate or maintain business relations with the Lessor, direct marketing of products and services of Lessee or Lessor companies, and transmission of commercial information. The rationale substantiating the processing of the personal data is GDPR Article 6(1)(a), (b) or (f), as applicable. See the full version of *mateco's* Privacy Policy at: <https://www.mateco.pl/meta/polityka-prywatnosci/>
- 2.7. The Lessee represents it has read and understood the technical requirements which the Leased Property must meet, including the site of operation and the nature of work the Leased Property is to be used for. All catalogues, images or advertisement folders and technical specifications related to the Leased Property are informative only and will become binding when confirmed by the Lessor.
- 2.8. The Lessee represents it has read and understood the operating manual of the Leased Property and warrants to comply with the operating manual.

## 3. General terms and conditions of lease:

- 3.1. A lease contract is concluded between the Lessor and the Lessee when *mateco* confirms it has accepted the relevant Lease Order for fulfillment, in which case the subsequent termination of the lease contract is effective upon the return of the Leased Property to *mateco*. The issue and return of each Leased Property are handled by agency of a shipping business contracted by *mateco* or handled directly by *mateco* personnel, and each issue and return shall be confirmed with a Handover Certificate.
- 3.2. *mateco* may decline discharging the lease contract if it reasonably believes that the discharge may result in material damage or there is a risk of insolvency of the Lessee; in either case, *mateco* has the right to apply contingencies on the discharge of the lease contract by requesting the Lessee to pay the lease in advance, provide a bond deposit or other security for the lease.
- 3.3. The Lessee or its authorized representative shall attend each handover and return of the Leased Property; failure to do so will result in a unilateral issue of the Handover Certificate contemplated above, which will serve as evidence of what it specifies should any dispute arise about the condition of the Leased Property.
- 3.4. *mateco* unilaterally prepares the acceptance report of the device, if its two-sided preparation is, for reasons independent of the parties, impossible or constitutes a risk, in particular epidemic. The *mateco* report prepared in this way sends the tenant by e-mail, and the lack of feedback received within seven days of sending means its acceptance without any comments.
- 3.5. The Lessee shall be liable for the security of the Leased Property and its components (specifically including all control panels) at the site of operation and storage during all harm, including: theft, vandalism, tampering, accidental damage, exposure to weather (as applicable to the weather-proof nature of the Leased Property), unauthorized use, and misuse in between from the delivery of the Leased Property upon issue to its collection upon return. *mateco* shall have the right to inspect compliance with the requirement of the foregoing sentence and the right of unilateral termination of the lease contract if gross non-compliance is evident.
- 3.6. The Lessor shall have no liability for compensation of any effects caused by downtime of the Leased Property, also due to reasons attributable to *mateco*, and specifically for compensation of any benefits lost, workforce costs, etc.
- 3.7. If the Lessee defaults in payment for any services rendered so far by *mateco*, *mateco* shall have the right to:
  - 3.7.1. refuse conclusion of any new lease contract;
  - 3.7.2. terminate any lease contract in force with immediate effect and collect the Leased Property related to the lease contract;
  - 3.7.3. deny any service to the Lessee, specifically including any benefit from insurance protection;
  - 3.7.4. charge interest from payment in default and *mateco's* costs of debt collection (if any).
- 3.8. The Lessee shall remain fully responsible and liable for the Leased Property from its delivery upon issue to its collection upon return, specifically including all risks of damage, accidental loss, destruction, theft in part or whole, and defraudation or appropriation. The Lessee shall be liable for all damage in its own and third-party property or damage to any third party caused by operation of the Leased Property in its custody, and specifically caused by leaks of oil or other consumables not identified at the time of delivery of the Leased Property upon its issue.
- 3.9. No Leased Property shall be used for sand blasting-related work.
- 3.10. The Lessee shall immediately report to law enforcement any unlawful acts committed against the Leased Property, specifically including theft or defraudation or appropriation in part or in whole, and immediately report in writing to the Lessor detailed information about all damage caused to the Leased Property.
- 3.11. The Lessee shall provide *mateco* with access to the Leased Property on request.

## 4. Delivery and issue, collection and return:

- 4.1. The Leased Property is delivered and returned at the delivery location specified in the Lease Order, unless *mateco* and the Lessee agreed otherwise. The delivery location shall enable easy loading and unloading of the Leased Property upon issue at delivery and collection at return.
- 4.2. *mateco* shall not be liable for missing the agreed date of delivery due to reasons not attributable to *mateco*. *mateco* will only be liable for damage caused to the Lessee by missing the agreed date of delivery due to wilful action of *mateco's* employees.
- 4.3. The Lessee is required to do a test run of the delivered Leased Property in witness of *mateco's* Authorized Agent.
- 4.4. The collection of the Leased Property shall be advised by the Lessee on a Lease Return Form transmitted to *mateco* by e-mail at least 2 (two) days before the scheduled end of Leased Property operation. Failure to advise may result in charging the Lessee with a lease rate for default in return of the Leased Property.
- 4.5. The Lessee shall return the Leased Property complete and with all accessories (e.g. wrenches, tools, manuals, etc.) as was issued with, and in a condition not worse than the one it was issued in (with the exception of wear and tear from normal operation), and clean of all dirt and debris.
- 4.6. The final technical acceptance of the Leased Property upon its return is done at the Lessor's office. Additional financial claims for abnormal wear and tear, damage, permanent fouling of the Leased Property or its components, and all other defects and damage not specified in the Handover Certificate will be served by *mateco* in writing within 30 days from the issue of the Handover Certificate.

## 5. Downtime:

- 5.1. Any downtime to occur during the operation of the Leased Property will only be considered after the date of downtime advice to the Lessor and for the advised downtime period and by calculating 50 % of the lease rate for a downtime for a maximum of 5 (five) working days and 75 % for each day from the 6th (sixth) day of downtime inclusive. The flat-rate insurance will absolutely not be reduced.

## 6. Defects in Leased Property:

- 6.1. Whenever found, the Lessee shall immediately report in writing or by e-mail all defects in the Leased Property, by specifying the nature of each defect in detail and the extent to which the defects inhibit operation of the Leased Property. This is a prerequisite for examining any warranty claims related to the defects and deduction from the lease rate for every day of inhibited operation.
- 6.2. The downtime caused by defects not attributable to the Lessee will be deducted from the lease period specified in the lease contract.
- 6.3. The Lessee shall be liable for unreasonable delay in informing *mateco* about any defect in the Leased Property.
- 6.4. Defects caused by action or negligence of the Lessee will be removed at the cost of the Lessee; in this case, the Lessee has no right to claim any lease rate deduction for the related downtime.

## 7. Pricing and penalties:

- 7.1. All financial settlement is based on the net pricing established in the submitted Lease Order which has been accepted for fulfillment by *mateco*. VAT will apply to the specified pricing, plus any applicable charges required by law (if any). The Lease Order pricing shall only apply to the duration and location specified in the Lease Order. Any reduction of the lease period will be charged from the Lessee at a rate being a unit price specified in the Lease Order and without any discount.
- 7.2. The lease rate is billed for operation of the Leased Property on every billed day of lease. The billed day of lease shall be the operation of the Leased Property 8 operating hours long between 6:00 and 18:00 of each day of operation. If the limit specified in the previous sentence for the billed day of lease is exceeded, *mateco* has the right to bill a surcharge at 10 % of the contractual day of lease rate for each operating hour in excess. The operation of the Leased Property between 18:00 and 6:00 requires prior written consent from *mateco*.
- 7.3. Failure by the Lessee to comply with the applicable requirements and/or the lease contract shall give the Lessor the right to charge the following fees from the Lessee, as applicable:
  - 7.3.1. 150 PLN net per item for the loss or destruction of an ignition key, an operating manual or other documentation assigned to the Leased property;
  - 7.3.2. the actual fuel price + 150 PLN net for refuelling the Leased Property after its collection and return;
  - 7.3.3. 100 PLN net in advance for every hour of delay in the start of unloading / loading upon delivery / return;
  - 7.3.4. 3,000 PLN net + the contracted lease rate in advance for every day of delay in collection upon return caused by failure to prepare the Leased Property for return (specifically by failure to report defects, refuel, recharge batteries, or providing access to the storage site of the Leased Property);
  - 7.3.5. 3,000 PLN net for replacement of the Leased Property with its equivalent due to reasons attributable to the Lessee;
  - 7.3.6. the actual costs of parts damaged due to reasons attributable to the Lessee + 144 PLN net for each manhour required to restore the Leased Property to the as-delivered condition;
  - 7.3.7. the costs of field service journey (this applies to unwarranted field service calls) at 2 PLN net per 1 km of drive, and with field service calls to a distance of up to 50 km, a flat rate of 300 PLN net applies;
  - 7.3.8. malicious advice of Leased Property return, downtime or operation on days specified as free days in the Lease Order shall be charged with 200 % of the contracted day of lease rate for the actual time of operation;
  - 7.3.9. 3,000 PLN for each unauthorized shipping of the Leased Property by the Lessee;
  - 7.3.10. 3,000 PLN net + the contracted day of lease rate for one day if the Lessee refuses to pick up the ordered Leased Property (which means resignation from the lease);
  - 7.3.11. when it is not possible to deliver the Leased Property on the agreed date, the lease rate as specified in the Lease Order is charged for each day past the agreed delivery date + additional costs of shipping (if shipped) at up to 3,000 PLN net;
  - 7.3.12. if the Leased Property is removed from operation due to defects caused by action or omission of the Lessee, the lease rate specified in the Lease Order shall be charged for each day of the duration of removal, irrespective of the expiry of the lease period;
  - 7.3.13. 500 PLN net for exposing batteries to damage by failing to refill the battery acid;
  - 7.3.14. 200 % of the lease rate specified in the Lease Order for every day of subleasing the Leased Property without prior consent from *mateco*.

## 8. Payment and invoicing:

- 8.1. The Lessee authorizes *mateco* to VAT-invoice the former without the Lessee's invoice sign-off.
- 8.2. The VAT invoices will be issued by *mateco* to the registered office of the Lessee or other billing address agreed with the Lessee, or transmitted by e-mail. The Lessee and *mateco* agree that each VAT invoice not returned by the Lessee to *mateco* in 7 days from reception shall be deemed as accepted by the Lessee.
- 8.3. Unless agreed otherwise, each receivable from the Lessee shall be made in 14 days from the date of issue of the respective VAT invoice. The effective date of payment shall be the date of crediting the receivables to the bank account of *mateco* or the date of payment at *mateco's* cash desk.
- 8.4. Each payment shall be booked by *mateco* as reimbursement of existing accessory receivables (if any) resulting from default interest or debt collection costs; once the accessory receivables are paid, the remainder of payment shall be booked as the receivables for the VAT invoices specified in the bank transfer title or, if no bank transfer title is specified, as the oldest receivables due by the Lessee.

## 9. Insurance protection:

- 9.1. The Lessee shall limit its liability for loss or destruction of the Leased Property by paying to *mateco* a flat-rate insurance fee for each day of actual possession of the Leased Property. The limitation of liability granted to the Lessee is specified in Appendix 1 hereto. The flat-rate insurance fee is established in the Lease Order submitted by the Lessee.
- 9.2. No payment of the flat-rate insurance fee shall relieve the Lessee from the liability for compensation applicable to:
  - 9.2.1. lost control panels;
  - 9.2.2. any loss of the Leased Property due to events other than theft with breaking and entering and this theft shall be construed as actual or attempted larceny of the Leased Property following forcible removal of theft protection from the Leased Property or from the entrance to the room or site in or on which the Leased Property is kept.

- 9.3. Damages outside of the limitation of liability (as specified in Appendix 1 hereto) and attributable to the Lessee who paid the flat-rate insurance fee and liquidated with *mateco's* insurance shall be covered to the amount of deductible franchise. The Lessee shall pay the equivalent of deductible franchise at the amount disclosed by the Lessor on request. The payment shall be made against a debit note.
- 9.4. The Lessee shall be solely and fully liable for all damage done to the Leased Property (and not within the flat-rate insurance cover or exempt from insurer's liability) or third party, which specifically applies to the damage resulting from:
- 9.4.1. misuse of the Leased Property (e.g. operation by personnel not licensed by UDT or according to legal requirements);
- 9.4.2. failure to comply with prevailing occupational health and safety regulations, the operating manuals of the Leased Property, and/or generally applicable construction laws;
- 9.4.3. devastation of the Leased Property due to strong fouling with or splashes from paint, coatings or similar substances (e.g. mortar or concrete); effects of sand blasting or other conditions which have left permanent marks on external surfaces; damage to the working platforms (of air lifts), including its structure by bending or structural failure; shearing of quick release connectors of control panel power wiring;
- 9.4.4. damage to tyres which renders them unfit for service or severely reduces their remaining service life (including cutting of side walls, ripping of tread, etc.);
- 9.4.5. damage of battery banks due to improper or zero maintenance (including failure to daily inspect the battery acid levels and/or operation with insufficient battery acid).
- 9.5. To guarantee that the insurance protection is maintained as granted by the insurer, the Lessee shall keep the Leased Property in a building the access to which is secured with multiple bolt-locks and located on a site which is fenced out, illuminated and continuously monitored by a licensed security contractor. All Leased Property stored outdoor shall be continuously monitored by a licensed security contractor and separated with a fence and illuminated at night. Access to the storage location of the Leased Property shall be protected against unauthorized departure with the Leased Property. All ignition / access keys and control panels shall be kept at a location accessible to the Lessee only, and all theft protection features installed shall be used.
- 9.6. The Leased Property shall not be operated under any condition which requires a mandatory liability insurance for motor vehicles as specified in the Polish Act of Mandatory Insurance, the Insurance Guarantee Fund and the Polish Bureau of Traffic Insurance (Dz.U. 2003.124.1152, as amended). At the request of the Lessee, *mateco* may agree to cover the Leased Property with a mandatory liability insurance for motor vehicles purchased commercially from an insurance company which partners with *mateco*. All costs of the mandatory insurance for motor vehicles shall be borne by the Lessee.
10. [Withdrawal from or termination of lease contract:](#)
- 10.1. The Lessor has the right to withdraw from a lease contract by:
- 10.1.1. not discharging the lease contract (which means the Lease Order accepted for fulfillment) following its conclusion and denying the issue of the Leased Property whenever the Lessor reasonably suspects a risk of bequeilment; the Lessor also has the right to collect the Leased Property whenever:
- 10.1.2. the operating site or conditions cause a risk of loss, destruction or severe damage of the Leased Property;
- 10.1.3. the operating conditions of the Leased Property prevent complete control over its technical condition and may result in severe wear and tear, fouling or loss of components.
- 10.2. The Lessor will execute this right by submitting a notice of its execution to the Lessee in person, by mail, fax or e-mail, on the day of Leased Property delivery at the latest.
- 10.3. The Lessor will retain the right to withdraw from the lease contract when the Lessee subleases the Leased Property and in relation to any subleasing.
11. [Trade secrecy:](#)
- 11.1. The Lessor reserves the right to hold the terms and conditions of lease contracts, calculations, and technical specifications confidential and a trade secret concerning the Polish Act of Combating Unfair Competition. Disclosure of any information being a trade secret of the Lessor to any third party without prior and express consent from the Lessor grants it the right to pursue action specified in the Polish Act of Combating Unfair Competition (Dz.U. 2003.153.1503, as amended).
12. [Court of jurisdiction:](#)
- 12.1. The Polish Civil Code (Dz.U. 1964.16.93, as amended), shall apply to all matters not regulated herein. All disputes shall be settled before a court of jurisdiction of the Lessor's registered office.