

The following Lease contract sets the conditions of putting movable platforms into use of the lessee by the leaser.

### 1. The terms used in this contract mean:

**The leaser** – GIZO Rental PLC, which puts into use self-propelled movable platforms on its behalf.

**The lessee** – both a private or legal person, who takes the lease subject for use on their own behalf. The lease subject (a plant) – an indicated in the contract type of a plant.

### 2. The leaser guarantees that:

The given data are true and correct, has got full legal capacity to perform acts in law, is not under investigation which could expose the GIZO Rental PLC to losses, is fully aware that, according to the regulations in force, operating the movable platforms requires specific qualifications UDT, and the GIZO Rental PLC is not responsible for non-observance of the above requirement by the lessee.

### 3. Duration of the contract

A written order accepted and signed by the GIZO Rental PLC makes the basis for its realization and counter financial claims. Any changes in the duration and prices of the lease require a written consent of the GIZO Rental PLC. Operating the platforms not in accordance with the lease contract and its conditions allows the GIZO Rental PLC to pursue compensation on general basis.

### 4. The usage

Transmission and receipt of the plants takes place on the grounds and only on the grounds of a hand-over report which is an integral part of the present general conditions of the lease. Final, technical receipt of the plant after the lease finishes takes place in the GIZO Rental PLC premises.

#### The usage of plants

- The lessee is obliged to operate the plants in accordance with the manual and safety regulations
- Abnormal usage of the plants consequential to the manual requires a written permission of the GIZO Rental PLC and results in the necessity of supplementary financial conditions of the lease.
- The lessee is obliged to check the level of oil in the engine, water in the battery and coolant in the radiator on daily basis
- The lessee is obliged to do a test run of the plant in the presence of The GIZO Rental PLC representative
- Possible financial claims of the GIZO Rental PLC dealing with abnormal usage or destruction of the plant (photographic documentation) or its parts will be laid in writing within 7 days from signing the hand-over report

### 5. Prices

Terms of settlement are based on the prices accepted by The GIZO Rental PLC and stated in the acceptance of the order. All the prices are net prices that should have an input VAT of 23%. All comments included in the lease contract, hand-over report or the choice of the type of an indemnity and insurance protection creates the basis for mutual settlements between the companies and financial claims.

### 6. Settlements

- By accepting those terms of the lease the lessee authorizes The GIZO Rental PLC to draw a VAT invoice without their signature.
- The VAT invoices will be sent to the lessee address. The parties agree that if the invoice is not sent back within 7 days from its receipt it is being accepted.
- The GIZO Rental PLC has the right to require a prepayment before releasing the plant or an advanced payment.
- Only written notice about the coming downtime will be taken into consideration at financial settlements. Backdated notices will not be accepted. E. The downtime is calculated at 50% of the rate.

- Documented overuse of the plant entitles The GIZO Rental PLC to charge the lessee with a triple daily rate for each day of the usage of the plant. All the payments, if not agreed otherwise, are to be paid within 14 days from drawing the invoice. The deadline is considered to be met if the GIZO Rental PLC bank account is acknowledged with the payment within the given time. The payment should be made into the GIZO Rental PLC bank account SBR Bank 24 8769 0002 0391 3071 2000 0010 or in cash at the cash desk. In case the deadline is not met the GIZO Rental PLC is authorized to charge the lessee with a statutory interest for late payment
- In case the lessee is delayed in payment of more than 10,000 PLN for previous services the GIZO Rental PLC is entitled to:
    - refuse to conclude the lease contract
    - immediately dissolve the lease contract

### 7. Time limits

The GIZO Rental PLC does its best to hand over the plant on the set date. The GIZO Rental PLC is not responsible for any delays caused by any event that the GIZO Rental PLC has no influence on. The GIZO Rental PLC is responsible for losses of the lessee only if the delay is caused by deliberate actions of its employees.

### 8. Faults

In case the lessee finds out that there is a fault in the leased plant, which limits its usefulness, they are obliged to notify The GIZO Rental PLC **without delay till the end of the working day** and state the kind and size of the fault. The lessee is responsible for any consequences of the delay in informing The GIZO Rental PLC about the fault. **The notification can be by email or fax.** If it has been established that the fault was caused by **deliberate actions, deliberate omission or gross negligence of the lessee, all the cost of the repair are to be covered by them.** In such a case the lessee has no right to have the price reduced for the downtime. If the fault was owing to circumstances beyond the control of the lessee, the downtime caused by it will be deducted from the set time of the lease.

### 9. Indemnity and insurance protection

When the leased plant is handed over to the lessee all the risk connected with its damage, accidental loss or devastation passes on the lessee, **according to the separate written statement choosing the version of the indemnity and insurance protection. If there is no such written statement all the damage done at the time of the lease by the lessee or other parties whole responsibility is borne by the lessee as stated in the Civil and Penal Code.**

The lessee is **obliged to sign** a statement (declaration) of the way and form of their responsibility for the leased plants. The lease contract p 8. The lessee bears all the responsibility for any damage caused at the time of the lease when using the leased plant both in their own personal property as well as the property of third parties and any damage caused to other parties.

### 10. Sublease

Sublease or allowing to use the leased plants for free to other parties without a written permission of the GIZO Rental PLC is forbidden.

**11. To all matters not settled herein provisions of Civil Code shall apply. All disputes related to the execution of the present contract shall be finally settled by a court with jurisdiction over the leaser.**

**12. All the cost connected with concluding this contract shall be borne by the lessee. The contract is drawn up in two equally authentic copies, one for each party.**

