

GENERAL TERMS AND CONDITIONS

Art. 1. The terms used in these general terms and conditions means:

Lessor - GIZO Rental Sp. z o.o. Sp. K.

Lessee – natural or legal person, as well as an organizational entity without legal personality, attributed legal capacity under the act, who takes the object of the lease for use in his own name.

Item of the lease (device) – the item was given in rent.

Art. 2.

§ 1. The Lessee guarantees that:

1. The data provided by him are true.
2. Has full legal capacity.
3. No proceedings are pending against him that could lead to exposure of GIZO Rental Sp. z o.o. Sp. K. to losses.
4. Is aware of the fact that the operation of mobile platforms for forklifts and telescopic loaders, requires, in accordance with applicable regulations, **appropriate UDT authorizations**, and the Lessor is not responsible for failure to comply with the above requirement by the Lessee.

§ 2. The tenant undertakes to provide the service of mobile platforms, forklifts and telescopic loaders by persons with the appropriate UDT qualifications.

Art. 3. Contract modification

Any changes and additions to the contract require the unanimous will of the parties and a written form under pain of nullity, with the exception of changes relating to the extension of the rental period.

Art. 4. Exploitation

1. Handing over and picking up the subject of the lease takes place on the basis of delivery and acceptance tracking, which is an integral part of the current part of the rental market.
2. The final, technical acceptance of the device after the end of rental takes place at the Lessor's branch.
3. Rules for the use of devices:
 - a. The tenant is obliged to use the devices in accordance with the instruction manual and health and safety regulations.
 - b. It is forbidden to use the subject of the lease for works that may significantly deteriorate its technical condition, in particular: welding, sandblasting, concreting, painting with fire-retardant paints or similar.
 - c. The Lessee is obliged to inform the Lessor in writing about the intention to use the machine in works related to painting with fire-retardant or fire-retardant paints, sandblasting, welding, concreting or other activities as a result of which the machine could become dirty, e.g. splashing with concrete, or damaged in such a way that bringing it to the state it was in at the time of handing it over to the Tenant will require the reconstruction of the varnish coat of the machine. For a fee, Gizo is able to secure the machine in an appropriate manner. In the situation referred to in the preceding sentence, the Lessee is obliged, after obtaining the Lessor's written consent and before starting to use the machine for these works, to protect it against dirt or damage, or order GIZO to secure it for a fee.
 - d. In the event of dirt or damage to the subject of the lease as a result of improper protection of the machine or improper use, the Lessee will be obliged to pay the Lessor the costs of restoring the machine to the condition in which it was at the time of handing it over to the Lessee, which will include: (a) the cost of cleaning in the amount of PLN 150.00 net / hour (b) other costs related to the restoration of the subject of the lease to the condition in which it was before its release to the Lessee The Lessor shall inform the Lessee in writing about the amount of the costs referred to in the preceding sentence.
 - e. The use of devices for more than 9 hours a day requires the written consent of the Lessor and entails the need to establish additional financial terms of the lease.
 - f. The Lessee is obliged to check the oil level in the engine on a daily basis, check the water in the batteries and the coolant level in the radiator.
 - g. The Lessee is obliged to test the device in the presence of the Lessor's representative.
4. In the event of inadequate protection of the machine, the Lessee undertakes to cover the costs necessary to restore it to the condition on the day of its release. The Lessee accepts the scope of activities and amounts included in the service report drawn up after the inspection of the machine. The Lessor reserves the right to claim damages in excess of the costs described in the service protocol.

Art. 5. Prices

All prices/amounts referred to in these terms and conditions are net prices/amounts to which VAT is added, in the amount applicable on the date of invoice.

Art. 6. Settlement

1. Invoices will be sent to the Lessee's address. The parties agree that the failure to return the invoice within 7 days from its receipt is considered as acceptance of its content. The Lessee is obliged to update the registered office and correspondence address.
2. The landlord has the right to demand an appropriate prepayment before the device is made available or to make an advance payment during the rental period. Failure to make a payment, prepayment or advance payment may constitute grounds for prohibiting the use of the subject of the lease until payment or request by the Lessor to return the subject of the lease until payment is made, to which the Lessee agrees.
3. In the event of using the subject of the lease contrary to its intended use or making the subject of the lease available to another entity, without the written consent of the Lessor, the Lessee shall pay the Lessor a contractual penalty in the amount of triple the daily rate for each day of using the machine in a manner inconsistent with its intended use or making the subject of the lease available to another entity.

5. All payments, unless the parties have agreed otherwise, are made by the Lessee within 14 days from the date of issuing the invoice by transfer to the Lessor's bank account with the number 24 8769 0002 0391 3071 2000 0010 maintained by SBR Bank or in cash at its cash desk or another account indicated by the Lessor in the relevant document.
6. The Lessee is obliged to cover the costs incurred by the Lessor for taking debt collection activities in order to enforce the Lessor's receivables for putting the subject of the lease for use, in the amount of at least 6% of the principal amount, to which the Lessee agrees. Payments made are credited by the Lessor in the first place for the oldest receivables.

Art. 7. Time limits/ Deadlines

1. The Lessor makes every effort to make the devices covered by the rental agreement available to the Lessee within the prescribed periods.
2. The Lessor is not responsible for violation of the predictable delivery date, caused by events beyond the Lessor's control. The Lessor is liable for the damage suffered by the Lessee only if the deadline was not met as a result of the deliberate actions of his employees.

Art. 8. Faults

1. If the Lessee finds a defect in the subject of the lease limiting its usefulness, he is obliged to immediately notify the Lessor of their occurrence by the end of the working day, specifying their nature and size, and refrain from further use of the subject of the lease. The Lessee is responsible for the consequences of the delay in providing the Lessor with this information. Notification can be made, if desired, via e-mail or fax.
2. If it is determined that the fault was caused by the Lessee's fault, all costs of its removal shall be borne by the Lessee, to which the Lessee expressly agrees. In this case, the Lessee is not entitled to a claim to reduce the rent for the downtime period.
3. The inspection and evaluation of the damage to the subject of the lease takes place at the place designated by the Lessor and according to the Lessor's pricelists, to which the Lessee expressly agrees.

Art. 9. Insurance and indemnity Protection

1. Upon the release of the subject of the lease, the Lessee shall bear the risk of its damage, accidental loss or destruction. The Lessee is responsible for any damage caused during the use of the subject of the lease.
2. The obligation to pay the rent is extended accordingly until the Lessee covers the costs of repairing the damaged / destroyed object of the lease, to which the Lessee expressly agrees. The tenant is obliged to pay 100% of the agreed rent from the date of damage / destruction of the machine. The Lessor declares that the repair of the damaged subject of the lease will only take place on the new parts of the manufacturer purchased by the Lessor, and the Lessee expressly agrees to it.

Art. 10. Subtenancy

1. It is forbidden to sublet or give the subject of rent to third parties for free use, without the Lessor's consent in writing.

Art. 11. Final Provisions

1. The Parties agree that each party may terminate the lease with immediate effect if the Lessee is late with payment and uses the subject of the lease in a manner inconsistent with these provisions, if there is a fear of destroying, damaging or accidentally saving the subject of the lease.
2. Each party may terminate the lease in writing, otherwise null and void. In the event of failure to comply with the written form of termination, the rental agreement shall cease to apply on the day the machine is picked up by the Lessor's employee.
3. Any disputes related to the performance of this contract shall be settled by the court of material and local jurisdiction in Białystok.
4. The parties agree that the VAT invoice may be issued without the signatures of the parties. The above right is available only to the Lessor's regular contractors.
5. If any provision of these GTC proves to be invalid or ineffective in whole or in part, the remaining provisions shall remain in force, and the Parties undertake, at the request of any of them, to replace the invalid or ineffective provisions with provisions whose legal force and economic effect are closest to replaced provisions.
6. The above provisions concerning the procedure for repairing the damage in connection with the damage, destruction or rendering the subject of the lease unusable and the obligation to pay the rent after the event causing the above-mentioned damage does not apply to Consumers.