
GENERAL TERMS AND CONDITIONS OF OFZ, A.S. FOR LEASING MOVABLE PROPERTIES

1. Introductory Provisions and Subject Matter of the Agreement

- 1.1. General Terms and Conditions herein specify particular rights and responsibilities for Lessee and Lessor which are not expressly stipulated in the Agreement. General Terms and Conditions herein are a part of the Agreement upon its conclusion between Parties. The Lessor confirms that upon signing the Agreement, he/she is aware of General Terms and Conditions, and he/she agrees with the provisions herein. Should the provisions of Agreement be different from those indicated herein, the provisions of Agreement shall apply.
- 1.2. The Order shall be deemed the Agreement and the Agreement shall be deemed to have been concluded between the Parties if the Lessor within ten (10) days after receipt of the Order signs and delivers the Order to the Lessee, he/she can choose to send the scanned copy of accepted Order onto the relevant email address of the Lessee.
- 1.3. Pursuant to the Agreement, the Lessor is obliged to grant a movable property to the Lessee and the Lessee is obliged to pay the Lease Price to the Lessor.

2. Definitions

- 2.1. For the purpose of Agreement and General Terms and Conditions hereof, the following words have the following meaning.
- 2.2. "**Leased Subject**" is a movable property as set forth in the Agreement.
- 2.3. "**Lease Price**" is a price paid for leasing the Leased Subject as set forth in the Agreement, the Lease Price is stated with the exclusion of VAT.
- 2.4. "**Expert**" is a person designated by the Lessor who analyzes a movable property and evaluates a degree of liability of the Parties hereto that might have led to the damage of the Leased Subject.
- 2.5. "**Documents**" are the documents as it is set forth in the Agreement and also the documents necessary to use the Leased Subject duly and properly in accordance with its intended use.
- 2.6. "**Agreement**" is the Lease Agreement (an order that the Lessee has accepted) and also all legal documents that amend and supplement the Agreement.

3. Delivering and Receiving the Leased Subject, Lease Term, Returning the Leased Subject

- 3.1. The Lessor shall deliver the Leased Subject to the Lessee in the seat of the Lessee, if not otherwise stated in the Agreement. The Lessee shall use the Leased Subject in the place where this Leased Subject has been received or in the other place at the sole discretion of the Lessee.
- 3.2. The Lessor shall deliver the Leased Subject to the Lessee in the date and time as set forth in the Agreement or in the date and time determined by the Lessor. The Lessor shall also hand over all the Documents to the Lessee together with the Leased Subject. In the event that the Lessor

-
- does not deliver the Leased Subject to the Lessee in the date and time that both Parties had agreed upon, the Lessor shall pay a contractual penalty to the Lessee in the amount of 200,- EUR.
- 3.3. Lessor shall ensure that any person delivering the Leased Subject to the Lessee at the Lessee`s site, without limitation to staff, authorized personnel and the like, is obliged to observe all relevant safety rules and regulations, and all safety regulations of the Lessee.
 - 3.4. Protocol shall be prepared upon delivering the Leased Subject. The Lessor and the authorized persons of the Lessor shall render a training to the Lessee as to the intended use of the Leased Subject.
 - 3.5. The lease term shall begin at the date and time of delivering the Leased Subject to the Lessee. The lease term is laid down in the Agreement and if this is not the case, the lease term is valid for an indefinite period.
 - 3.6. Should the Agreement be valid for an indefinite period, the Lessor has a right to terminate the Agreement without any reason and if this is the case, the notice period shall be fifteen (15) days.
 - 3.7. Notwithstanding the fact that the Agreement is valid for a definite or an indefinite period, the Lessor has a right to terminate the Agreement without any reason and if this is the case, the notice period shall be two (2) days.
 - 3.8. The Lessee has a right to withdraw from the Agreement if and only if:
 - The Lessor has not delivered the Leased Subject in time and place that has been agreed upon by both Parties hereto;
 - The Leased Subject, as of its delivery date, is in the condition that impedes or materially affects its intended use;
 - The Lessor has breached any of the provisions as it is set forth in Section 6.1 hereof.
 - 3.9. After expiry of the lease term, Protocol shall be prepared stating all necessary details about the Leased Subject.

4. Lease Price and Payment Terms

- 4.1. The Lease Price is due within thirty (30) days from the expiry of lease term of the Leased Subject and after the invoice has been delivered to the Lessee. The Lease Price does include all the costs incurred by the Lessor including but not limited to the transportation cost of the Leased Subject.
- 4.2. For the period for which the Lessee could have not properly use the Leased Subject and also in the case that the Leased Subject was stolen or under repair stemming from the reasons for which the Lessee is not held accountable, the Lessee is not obliged to pay the Lease Price (the Lease Price will be proportionally reduced).
- 4.3. The issued invoice shall include all items under valid rules and regulations of binding force. Should this not be the case and this invoice does not comply with any valid rules and regulations, the Lessee is not obliged to pay the Lease Price. VAT (value-added tax) shall be

charged pursuant to legal rules and regulations of binding force effective from the date of invoice.

5. Liabilities and Defects of the Leased Subject

- 5.1. The Lessor shall ensure that the Leased Subject be, as of the date of its delivery, without any defects and in the condition that the Leased Subject can be used for its intended purpose. Should this not be the case, the Lessor shall pay a contractual penalty to the Lessee in the amount of the Lease Price for a period of one (1) month.
- 5.2. The Lessee shall be held accountable for the damages of the Leased Subject that he/she has caused. The Lessor shall be indemnified up to the value of the Leased Subject as of the date when such damage has occurred.
- 5.3. Should there be a reasonable doubt about Leased Subject shutdown caused by its failure, damage or breakdown, the degree of fault of both Parties hereto and all related circumstances shall be assessed and evaluated by the Lessor`s technician. In case of any doubt the Lessor or the Lessee can order an expert opinion prepared by Expert. Any costs related to the preparation of expert opinion shall be incurred by the Lessor. In the event that the expert opinion states that the damage of Leased Subject has been caused by the Lessee and such damage is not covered by the insurance, the Lessee shall indemnify the Lessor for such damage to the full amount pursuant to Section 5.2 of General Terms and Conditions. In other cases the Lessor shall indemnify the Lessee for any damage. The Lessee is not obliged to pay the Lease Price for a period for which the Leased Subject was put out of operation till its repair.
- 5.4. The Lessor declares that the Leased Subject is insured and be insured for the whole contractual term. The Leased Subject is insured at least against theft, natural disasters, and suspension of operation.

6. Obligations of the Parties

- 6.1. The Lessor shall:
 - ensure, at its own expense, the regular revisions and inspections of the Leased Subject;
 - ensure, without any delay, the repair of the Leased Subject within twenty four (24) hours from its failure, damage or breakdown;
 - should the Lessee perform, at his/her own expense, the repair of the Leased Subject which the Lessor was obliged to do, the Lessor shall refund the Lessee in full amount provided that the Lessor had not performed the repair without any delay and he/she had been made aware of a necessary repair.
- 6.2. The Lessee shall:
 - use the Leased Subject in accordance with its intended use;
 - use all necessary means to avoid damage or destruction of the Leased Subject;
 - notice the Lessor of any damage, failure, breakdown or theft of the Leased Subject and Documents within two (2) working days.

7. Communication of the Parties

- 7.1. The Parties agree that except as stipulated in Section 7.2. of General Terms and Conditions, any notice, request, or consent, or any other communication of Parties under Agreement (hereinafter referred to as „**Notice**“) shall be made in writing and shall be delivered to intended Party personally, by registered mail, or by courier. Correspondent addresses are indicated in heading of the Agreement.
- 7.2. Any operative matters under the Agreement, that do not constitute any rights or obligations of the Parties hereto, may also be resolved by e-mail or phone. Email addresses and phone numbers are indicated in heading of the Agreement.
- 7.3. The Parties agree that (i) the Notice delivered personally shall be deemed delivered when received by the Party for which it was intended; (ii) the Notice delivered by registered mail shall be deemed delivered three (3) working days after having been sent to the correspondent address whether delivery had been successful or not, and for this purpose, a postal receipt shall serve as an evidence, (iii) the Notice delivered by courier (particularly DHL, IN TIME, UPS) shall be deemed delivered when received by the Party for which it was intended, in the event that the delivery of notice delivered by courier, is unsuccessful, the notice shall be deemed delivered three (3) working days after having been sent the first time, and for this purpose, the statement of a courier (particularly DHL, IN TIME, UPS) shall serve as an evidence.

8. Leased Subject with Operating Workers

- 8.1. Should the Parties agree on leasing the Leased Subject with operating workers, the following provisions shall apply. Operating worker - a person authorized by the Lessor shall follow the instructions of the Lessee. The operating worker shall refuse the instructions of the Lessee if these instructions would mean a hazard for human health or property or if these instructions could pose threat to human health or property or if these instructions in contradiction with health, environmental & safety rules and regulations or with any other valid norms and standards. For operating workers, the duties and responsibilities pursuant to Section 3.3 of General Terms and Conditions shall apply.
- 8.2. Any damage caused by the operating workers are borne by the Lessor. The invoicing of the lease of the Leased Subject with operating workers shall be done according to the operation listings signed by the representative of the Lessee and the worker operating the Leased Subject. Should there be a reasonable doubt about a scope of performed works, the Lessor`s listings shall be used for determining the value of Lease Price.

9. Final Provisions

- 9.1. Any amendments to the Agreement shall be made in writing and such amendments shall enter into force upon being signed by both Parties hereto.
- 9.2. The Parties agree that Lessor shall not assign or transfer its rights (including receivables) and/or obligations under the Agreement in whole or in part to the third party without a prior written

consent of Lessee. Any transfer of rights and/or obligations and/or receivables contrary to Section 9.2. shall be deemed null and void.

- 9.3. The Lessor shall keep any information that he learned pertaining the performing of the Agreement on Lessee and his/her clients in trust and confidence. Such information include, but are not limited to, the information on legal, trade, production & technical matters and legal disputes that Lessor learns during the course of performing the Agreement and that are of an internal or confidential matter, or that are to be kept confidential on the basis of Lessee's intention, or there is a reason to assume that these information on the Lessee and his/her clients be of confidential matter. The Lessor shall hold in trust and confidence all information during the term of this Agreement and also after the termination of the Agreement in any way and for any reason.
- 9.4. The Agreement and the Terms and Conditions constitute the whole agreement between the Parties as to their subject matter and fully substitute any prior oral and written agreements of the Parties and questions as to its subject matter.

Effective from: November 30, 2019