



## **Annex 1: Special Terms:**

1. The asset leased under the Lease Agreement shall be delivered in flawless condition. Defects that are identifiable upon the takeover of the Leased Asset shall be stated in the takeover protocol. Any other defects shall be reported by the Lessee to the Lessor without undue delay, in any event not later than 24 hours after they are identified.
2. The rent includes service provided by the Lessor free of charge starting from the effective date of the Agreement, except for damage caused by the operator's negligence. The equipment shall be used in one-shift operation, except as otherwise agreed in the Agreement. If monthly rent is agreed upon, such rent shall be prorated based on working days in a calendar month during which the Equipment is leased. The rent shall be invoiced at the end of a calendar month or at the end of the lease term.
3. The Leased Asset is and will remain the property of Felbermayr Slovakia s.r.o., Bratislava. In any event the Lessee shall ensure that the Leased Asset is excluded from legal matters or processes associated with his bankruptcy or other hardships, if any, etc.
4. In the event of the Lessee defaulting on any rent payment, the Lessor may charge penalty interest at a rate of 0.05% of the owed amount for each even commencing day of default until paid in full. If the Lessee's default on any rent payment lasts longer than 30 days, the Lessor may demand that the Lessee pay not only the penalty interest but also a contractual penalty amounting to 20% of the owed amount, such contractual penalty being not less than EUR 150, and the Lessee is obliged to pay such contractual penalty.
5. If at the agreed time of delivery the Lessor does not have at its disposal the Leased Asset ordered by the Lessee, the Lessor may provide the Lessee on the same agreed terms with a replacement Leased Asset of a higher series, provided that the Lessee agrees thereto.
6. **The Lessor is obliged:**
  - 6.1. to repair any defect within 72 hours in workingdays wafter it being reported, provided such defect is not caused by the Lessee.
  - 6.2. to allow the Lessee to have the full use of the Leased Asset during the entire term of this Agreement.
7. **The Lessee is obliged:**
  - 7.1. To act and proceed so as to prevent any damage to the Leased Asset. The Lessee is liable for any loss of theft of the Leased Asset. The Lessee shall use the existing security devices protecting the Leased Asset from being stolen or used by an unauthorised person.
  - 7.2. To comply with all applicable regulations and standards governing the operation of the Leased Asset in the Slovak Republic. The Lessee declares that such valid regulations and standards are known to him and that he is familiar with the rules of operation of the Leased Asset. The Lessee shall allow the Leased Asset to be used and operated only by adult persons who are skilled to use and operate the Leased Asset after such persons have been demonstrably instructed on the rules of operation of the Leased Asset and/or their skills to use the Leased Asset in a due and proper manner have been verified; the Lessee shall, at his own expense, be liable for instructing such persons and verifying their skills.
  - 7.3. The Lessee shall, regularly during the lease term, check and refill water in the batteries as well as the level of engine oil and coolants.
  - 7.4. The Lessee may sublet the Leased Asset, whether for valuable consideration or free of charge, to third parties, subject to the Lessor's prior written consent.
  - 7.5. To reimburse all costs of repair of defects caused by non-compliance with the rules of operation of the Leased Asset or by the negligence of the operating staff. In that event, the Lessor may charge the following rates: service technician work at a rate of 40 EUR/hour excl. VAT, service technician travel cost at a rate of 0.8 EUR/km excl. VAT, and compensation for the time lost by the service technician travelling to the service site and back at a rate of 20 EUR/hour excl. VAT.
  - 7.6. In the event of any bodily injury or property damage (including damage to the Leased Asset), the Lessee shall forthwith inform the Lessor accordingly orally and in writing. The Lessor shall not provide for any insurance covering liability for damage caused by the operation of the Leased Asset, for which the Lessee or the operating staff shall only bear objective liability in full, but not the Lessor, except that the damage is caused by the Lessor using the Leased Asset himself.
  - 7.7. The Lessee may not move the Leased Asset from the lease site to another location, except with the Lessor's prior written consent.
  - 7.8. **To give at least 2 days' prior notification of the removal (carrying away) of the Leased Asset by 12:00 hours; otherwise, the days between the notification and the very removal during which the Leased Asset is located at the lease site (maximum 2 days), shall be considered days of lease and shall be duly charged.**
  - 7.9. Once the lease term has expired, the Lessee shall allow access to the Leased Asset and make the same ready for being taken back by the Lessor. The Leased Asset shall be made ready for being sent back to the Lessor in a condition in which it was taken over for use by the Lessee, taking account of corresponding wear and tear caused to it during its use. Unless the Leased Asset is made ready and accessible for being taken back on the agreed date and in the corresponding condition, all costs of sending it back to the place of destination shall be borne by the Lessee and, at the same time, the Lessee shall reimburse Felbermayr Slovakia without undue delay for all costs of reserving the transport for a new date.



**Felbermayr Slovakia s.r.o.**, Galvaniho 24, 831 06 Bratislava

Tel.: +421 2 4333 9009, Fax: +421 2 4333 9068, [www.felbermayr.sk](http://www.felbermayr.sk)

Corporate ID No.: 35801328, Tax ID No.: 2020281406, VAT ID No.: SK2020281406

Incorporated in the Companies Register of the Bratislava III District Court, Section: Sro, File No.: 22990/B

7.10. If the Lessor provides the Leased Asset of a series higher than the one ordered by the Lessee pursuant to Clause 5 of these Special Terms, the Lessee must enable the Lessor to replace the Leased Asset for the one which he originally ordered.

7.11. The Lessee shall ensure that when the Leased Asset is being operated, all safety measures of a technical nature are implemented in order to prevent any bodily injury or property damage. The same applies when the operation is completed or the working hours are over.

8. After the lease expires or is suspended temporarily, the Lessor may, apart from the usual receiving inspection of the Leased Asset, subsequently have the Leased Asset examined properly by his service technician on the Lessor's premises for the purpose of detecting any damage caused to the Leased Asset. Such examination shall be conducted by the Lessor within 3 working days after the takeover of the Leased Asset, and if damage to the Leased Asset is detected that could not have been ascertained during the usual receiving inspection of the Leased Asset, the Lessor shall promptly, in any event not later than 3 working days after the conduct of the said examination, send the Lessee a written report on detected damage to the Leased Asset. If such damage to the Leased Asset is detected that was caused by non-compliance with the rules of operation of the Leased Asset or by the negligence of the Lessee's operating staff, the Lessee is obliged to reimburse the Lessor for all costs of repair of such damage, in which case the fee rates set out in Clause 7.5 hereof shall be applied. However, the Lessor is not entitled to conduct a subsequent examination according to the first sentence of this clause if the Leased Asset is leased out to another lessee before such examination is conducted.

9. The Lease Agreement may be terminated:

- 9.1. upon the mutual consent of the Parties
- 9.2. upon notice of rescission given by the Lessee, provided that the Leased Asset is handed over in a condition unfit for the agreed use
- 9.3. upon notice of rescission given by the Lessor, provided that the Lessee fails to pay the rent by the agreed due date. Prior to rescinding the Agreement, the Lessor is entitled, but not obliged, to grant the Lessee an additional period of 10 days for meeting his obligations, i.e. for paying the owed rent. The grant of an additional period shall be in written form, warning the Lessee of the possibility of rescinding the Agreement. During such additional period the Lessor may disable the Leased Asset, in which case he shall not be liable for any damage thus caused to the Lessee. The rescission of the Agreement by the Lessor shall become legally effective upon the lapse of 5 days after the notice of rescission is served on the Lessee, or on the date when the Lessee unreasonably refused to accept the notice of rescission.
- 9.4. upon notice of termination given by the Lessor or the Lessee even without stating the reason. In that event, the notice period shall be 30 days and commence as of the first day of the month subsequent to the service of the notice of termination on the other Party.

10. If the Leased Asset is provided to the Lessee together with the Lessor's operating staff, such lease shall not be subject to the provisions of clauses 7.1, 7.5, 7.7, 7.9 and 8, the penultimate sentence of these Special Terms.

11. The Parties agree that the resolution of any disputes arising out of this Agreement shall be subject to Slovak law.

12. No changes or additions hereto shall be binding unless accepted in writing and signed by both Parties.

13. This Agreement shall become valid upon being signed by both Parties, and effective upon the takeover of the Leased Asset.