

Annex 1: Special Provisions.

Felbermayr Slovakia, s.r.o.

1. The subject-matter of the Agreement is constituted by the Lessor allowing the Lessee to use the leased equipment for valuable consideration and delivering the leased equipment to the Lessee under the terms and conditions set forth herein.
2. The leased equipment is a mobile crane with operating staff (hereinafter referred to as the "**Leased Equipment**").
3. If the Lessee defaults in the payment of the rent, the Lessor is entitled to charge default interest at a rate of 0.05% of the amount owed for each day of default, including any commenced days, until the amount owed is paid in full. In the event of a delay in the payment of the rent by the Lessee of more than 30 days, regardless of the cause of such delay on the part of the Lessee, the Lessor may, in addition to default interest, demand payment of a contractual penalty from the Lessee in the amount of 20% of the amount owed, including VAT, but at least EUR 150 (in words: one hundred and fifty euros), and the Lessee shall be obliged to pay such contractual penalty. This provision on contractual penalties shall not affect the Lessor's right to compensation for damages incurred as a result of the Lessee's breach of its obligations under the Agreement.
4. The Lessor is obliged:
 - 4.1. to deliver the Leased Equipment, including operating staff, duly and in time. The Leased Equipment also includes basic binding and fastening technical equipment (shackles, straps, chains);
 - 4.2. to comply with all legal regulations relating to the Leased Equipment and its use, as well as legal regulations relating to occupational health and safety and fire protection;
 - 4.3. to allow the Lessee to have the proper and uninterrupted use of the Leased Equipment for the entire agreed lease term under this Agreement.
5. The Lessee is:
 - 5.1. liable for the loss or theft of the Leased Equipment during the lease term. The Lessee is obliged to use existing security devices and measures against theft and/or unauthorized handling of the Leased Equipment;
 - 5.2. obliged to comply with all applicable legal regulations governing the operation of the Leased Equipment. The Lessee is particularly obliged to ensure that any handling of the relocated load and/or handling of the load attached to the Leased Equipment is carried out only by adults professionally qualified and holding relevant licences or authorizations for such activities; it is the sole responsibility of the Lessee to verify their qualifications and instruct them at its own expense;
 - 5.3. entitled to allow third parties to use the Leased Equipment only with the Lessor's prior written consent;
 - 5.4. If the Lessee insists on using the Leased Equipment in difficult and unimproved terrain where there is a risk of damage to the Leased Equipment despite warnings from the operator of Leased Equipment, the Lessee shall bear all costs associated with any extrication and repair of the Leased Equipment. A warning from the operator of the Leased Equipment shall be entered into the "*Vehicle Operation Record*" and signed by the Lessee and the operator of the Leased Equipment in 3 copies;
 - 5.5. obliged to notify the Lessor immediately, both verbally and in writing, in the event of any injury to persons or damage to property (including the Leased Equipment). The Lessee acknowledges that the Lessor is not responsible for taking out liability insurance for damage caused by the operation of the Leased Equipment. The Lessee shall be solely liable for any damage caused by the operation of the Leased Equipment, unless the damage is caused by a hidden defect in the Leased Equipment or by the Leased Equipment being operated directly by the Lessor.
 - 5.6. not entitled to move the Leased Equipment from its agreed place of use without the Lessor's prior written consent;
 - 5.7. obliged to allow the Leased Equipment to depart from the place of delivery on the agreed date after the expiry of the lease term. If the Lessor or a person authorized by the Lessor is not allowed access to the Leased Equipment for the purpose of its departure on the agreed date and/or if the Lessor or a person authorized by the Lessor is otherwise prevented from taking the Leased Equipment, the Lessor shall be entitled to demand payment of a contractual penalty from the Lessee in the amount of the minimum daily flat rate for each day during which the Lessor is prevented from taking the Leased Equipment away from the place of delivery, and the Lessee undertakes to pay such contractual penalty within three (3) days of receipt of a notice demanding its payment. The Lessee shall also bear all costs associated with ensuring the departure of the Leased Equipment on another date. The assertion of a claim for payment of a contractual penalty does not preclude a claim for damages, in particular lost profits;

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- 5.8. obliged, in the event that the Lessor provides a crane of higher quality than the Lessee originally ordered and agreed to for the purposes of the lease under this Agreement, to allow the Lessor to exchange the crane of higher quality for the originally ordered crane during the lease term, with the date of such exchange to be determined by the mutual consent of the Lessee and the Lessor. If no mutual consent is reached within a reasonable period of time, the Lessor shall determine the date of exchange.
- 5.9. obliged to ensure that all technical safety measures are taken when working with the Leased Equipment to prevent damage to property or health throughout the entire lease term.
- 5.10. If the place of use of the Leased Equipment is a public road or public area, before the Leased Equipment is delivered to the place of use, the Lessee shall obtain all necessary permits related to the use of the Leased Equipment, which shall be maintained valid and effective for the entire lease term, and shall secure the place of use of the Leased Equipment against the passage of persons, cars, and other undesirable elements that could disrupt the proper and safe operation of the Leased Equipment.
- 5.11. obliged to ensure that access roads for the delivery and departure of the Leased Equipment as well as the place of delivery and/or of use are adequately prepared and correspond to the axle loads and loads on the individual supports of the Leased Equipment in accordance with the Lessor's instructions. The Lessor shall not be liable for damage caused to access roads or at the place of delivery and/or of use.
- 5.12. obliged to immediately notify the Lessor of any reservations relating or pertaining to the Leased Equipment or its use as soon as they arise, but no later than on the date of commencement of the lease term. Any later notification of reservations regarding the Leased Equipment will not be accepted by the Lessor. The Parties undertake to agree on further steps after notification of reservations regarding the Leased Equipment and to record the content of such agreement in the document "*Vehicle Operation Record*".
6. The Agreement may terminate:
 - 6.1. upon mutual consent of the Parties;
 - 6.2. upon the Lessee's withdrawal if the Leased Equipment is delivered in a condition unsuitable for the agreed use;
 - 6.3. upon the Lessor's withdrawal if the Lessee fails to pay the rent in full by the agreed due date. Withdrawal from the Agreement by the Lessor shall take legal effect on the date of receipt by the Lessee of the notice of withdrawal from the Agreement, upon the expiry of 5 working days from the date on which the Lessor is notified that the Lessee has not taken delivery, or on the date on which the Party unreasonably refuses to receive the notice.
 - 6.4. upon notice of termination given by a Party, even without stating the reason. In that event, the notice period is one month and begins on the first day of the calendar month subsequent to the calendar month in which the notice was delivered to the other Party.
7. If the Lessee cancels its order within 24 hours prior to the agreed time of delivery of the Leased Equipment, the Lessee undertakes to pay the Lessor a cancellation fee equal to the daily flat rate. If the required services are not performed and this is caused by the provision of incorrect information about the dimensions of the load lifted and/or the unloading distances and heights on the basis of which the offer was prepared, the Lessee undertakes to reimburse the Lessor for all costs incurred in this regard, in particular the cancellation fee equal to the daily flat rate, the unloading price, and costs related to the transport of the Leased Equipment to and from the place of delivery.
8. The Parties agree that the governing law regulating their contractual relationship is the law of the Slovak Republic, i.e. in the event of disputes arising out of or in relation to the Agreement, the courts of the Slovak Republic shall have jurisdiction and competence. No changes or additions to the Agreement shall be binding unless confirmed in writing and executed in the form of an amendment to the Agreement signed by both Parties.
9. The Parties undertake to deliver all documents relating to the contractual relationship governed by the Agreement to their respective addresses as specified in the header of the Agreement. In the event of a change to any of these addresses, the Party concerned is obliged to notify the other Party accordingly in writing, otherwise the other Party will not be obliged to send documents to the changed address.
10. Legal relations between the Parties which are not explicitly provided for herein shall be governed by the relevant provisions of the Civil Code and other special legal regulations of the Slovak Republic related to the subject-matter of this Agreement.
11. The Agreement shall come into force and effect upon being signed by both Parties.