

1. General provisions

- 1.1 The terms applied in the General Lease Terms and Conditions shall have the following meaning:
- A. **Lease Terms and Conditions:** these General Lease Terms and Conditions specifying conditions of transfer into use of the Lease Object by Boels Polska Sp. z o.o.
- B. **Boels:** Boels Polska Sp. z o.o.
- C. **Other Party:** any natural person who has entered into a Contract with Boels for the purpose not related to professional or business activity (Other Party A), and also any natural person who concluded a Contract with Boels within the context of practicing a profession or conducting business activity as well as any legal entity or another legal structure not having the status of a legal person (Other Party B) that has legal relationship with Boels pursuant to a Contract concluded with Boels. Such Other Party includes in particular any party/entity on whose Order and for whose benefit a Contract is concluded.
- D. **Lease Object:** any and all equipment/facilities, machinery and other movables constituting the property of Boels and transferred into use to the Other Party under a Contract.
- E. **Contract:** Lease Contract entered into by Boels and the Other Party as well as any other legal relationship resulting from Order Confirmation by Boels, to which the present Lease Terms and Conditions apply.
- F. **Offer:** a written proposal to conclude a Contract addressed by Boels to the Other Party, specifying essential provisions thereof.
- G. **Order:** a written or oral proposal to conclude a Contract addressed to Boels by the Other Party.
- H. **Order confirmation:** a written acceptance by Boels of the Other Party's Order.
- I. **Lease Contract:** a written Contract concluded at the Boels' point of customer service or other place agreed by Parties in the agreement.
- J. **Contract Value:** total amount due to Boels under the Contract.
- K. **Information:** catalogues, designs/projects, presentations as well as drawings, models, samples, descriptions, software, technical data etc. constituting a part of the Offer.
- L. **Defect:** physical or legal defect of the Lease Object that was already present at the date of its transfer into use to the Other Party or which was caused at that date, and in result of which operation of the Lease Object in conformity with its function is not possible.
- M. **Current Market Value:** the replacement value of the Lease Object as at the date on which the damage occurred or the Lease Object went missing, decreased by depreciation based on the production date or number of operating hours of the Lease Object.
- N. **Deregistration:** cancellation of the lease contract.
- 1.2 The date of the postmark or the date on which a document has been sent by fax or e-mail will be deemed to be the date of delivery of the documents referred to in Articles 4.2, 4.3, 6.4 and 14.2 to 14.4 inclusive. If no such date can be demonstrated and a dispute arises regarding the timeliness of delivery thereof, documents will be deemed not to have been delivered on time.

2. Applicability

- 2.1 The present Lease Terms and Conditions shall govern all Offers made by Boels and all Contracts that Boels enters into, irrespective of how they may be named.
- 2.2 The present Lease Terms and Conditions shall be binding upon Other Party A, if delivered to Other Party A prior to conclusion of the Contract. The Lease Terms and Conditions shall be binding upon Other Party B, if Other Party B could easily get familiar with the content hereof. It is possible to get familiar with the content of these Lease Terms and Conditions at any Boels's point of service and at the address: www.boels.com (LWB: Boels shall keep the whole documentation in hard copy in POLISH, so as to be able to present the documents).
- 2.3 If Other Party B refers in the Order, or in any correspondence related to the Contract, to standard agreements used by it, the applicability thereof with regard to the Contract will be rejected. Any divergent, as compared hereto, provisions contained in other standard agreements shall not affect validity of the present Lease Terms and Conditions. Boels and Other Party B may stipulate cooperation principles differing from the present Lease Terms and Conditions in a contract.
- 2.4 Amendments and/or supplements to the Contract inconsistent with any provisions contained in these Lease Terms and Conditions require being each time individually agreed in writing between Boels and Other Party to the Contract and will apply exclusively with respect to the Contract in question. Boels's acceptance of any such amendment or supplement will concern exclusively the Contract at issue and will not apply to other contracts concluded by Boels.
- 2.5 The Other Party who has accepted these Lease Terms and Conditions, hereby represents that it accepts applicability hereof in respect of all later Contracts that it concludes with Boels.

3. Offers

- 3.1 An Offer shall be binding upon parties for two weeks following the date indicated therein and afterwards it shall expire.
- 3.2 Information made available by Boels remains the property of Boels, it may not be duplicated and/or provided to third parties without Boels's explicit written permission and also must be returned to Boels immediately upon each request. Moreover, Boels reserves all intellectual and industrial property rights to Information.
- 3.3 Information and advertising materials made available by Boels are intended only as an example and do not constitute an offer in the meaning of art. 66 of the Polish civil code. They do not result in any rights and obligations to any of the parties.

4. Conclusion of the Contract

- 4.1 A Contract will be deemed to have been concluded upon receipt by Boels of a statement on acceptance of an Offer by the Other Party in time (art. 3.1) and receipt by the Other Party of an Order Confirmation or if a Lease Contract has been concluded, and always at the time the Other Party has signed the Lease Contract or has otherwise confirmed, by letter or e-mail directed to Boels.
- 4.2 If within 5 working days of the date of receipt of the Order Confirmation the Other Party does not raise in writing any objections to Boels in regard of the content of Order Confirmation, the Other Party will be deemed to have accepted the content of Order Confirmation. By signing or otherwise confirming by letter or e-mail directed to Boels a Lease Contract, the Other Party accepts its content.
- 4.3 A written Order may be cancelled or amended by Other Party B only in writing and only if Boels has received the request to cancel or amend the Order before the Order Confirmation has been sent. A written Order will in any event become irrevocable if cancellation is not sent by Other Party A or Other Party B within five working days of the date of sending the Order. An oral Order is irrevocable.
- 4.4 Boels is entitled to refuse issuance of an Order Confirmation without being required to provide its reasons for doing so.
- 4.5 Notwithstanding the provisions contained in Article 4.1, a Contract can also be concluded if Boels actually commences performance thereof immediately after receiving an Order.

5. Content of the Contract

- 5.1 Content of a Contract and the scope of parties' obligations shall be determined exclusively on the basis of an Order Confirmation or a Lease Contract and provisions contained in these Lease Terms and Conditions. If with respect to the same Contract both an Order Confirmation has been sent and the Other Party has signed a Lease Contract with Boels, in the event of any discrepancy between content of the Order Confirmation and the Lease Contract, the content of the Lease Contract shall be decisive.
- 5.2 Any and all additional provisions of a Contract agreed by the Other Party with employees of Boels who are not authorized to represent Boels, shall be binding upon Boels only with a proviso that they are confirmed in writing by persons duly authorized to representation of Boels.
- 5.3 Boels shall not bear any liability whatsoever in respect of correctness or completeness of Information provided by manufacturers and/or importers of movables.
- 5.4 Any and all deviations by Boels from provisions of a Contract shall be acceptable if and insofar as the Other Party B has not indicated in writing and prior to conclusion of a Contract which provisions should be absolutely binding and insofar as Boels's performance of a Contract is not substantively changed by such deviations.
- 5.5 The Other Party shall have the right to terminate a Contract upon giving notice within the time limit of 1 day, only if it evidences, that the Lease Object does not comply with conditions as specified in a Contract to such an extent that the Other Party cannot be requested to perform a Contract.
- 5.6 Boels shall be entitled to lease the same or similar Lease Object, as long as it meets the conditions specified in a Contract, from a third party, a third party lessor, in order to comply with its obligations under the Contract.

6. Lease term

- 6.1 The lease term shall commence on the agreed date and time and by taking account of the following rules:
- A. if the parties have agreed that the Other Party will collect the Lease Object at an agreed location - at the time when Boels provides the Lease Object to the Other Party what shall be confirmed by a delivery and acceptance protocol signed by both Parties, or
- B. if the parties have agreed that Boels will deliver the Lease Object to the Other Party - upon delivery of the Lease Object by Boels at an agreed location what shall be confirmed by a delivery and acceptance protocol signed by both Parties.
- 6.2 The lease term may be specified or unspecified. The lease term will actually end:
- A. if agreed that the Other Party will return the Lease Object at an agreed location - at the time and acceptance date stated on the delivery ending acceptance protocol and if no such protocol is filled in, on the date and time the Other Party hands over the Lease Object to Boels;
- B. if agreed that Boels will collect the Lease Object after expiration of the lease in accordance with the appointed date informing that the Lease Object will no longer be used by the Other Party
- 6.3 If more than one piece of equipment/one Lease Object is leased under the same Contract, the Other Party may deregister all objects at the same time, and also by article or a number of articles (partial Deregistration). Transportation costs related to each extra trip, if under a contract the Lease Object is collected by Boels, shall be covered by the Other Party. As regards remaining objects, the Lease Contract shall continue on the hitherto binding condition until the lease term comes to an end in one of the ways referred to in Article 6.2.)
- 6.4 A written notification of Deregistration shall be made to the Boels's customer service point (branch/department), with which a Lease Contract has been concluded. Such notification must comprise the following data:
- Other Party's data;
 - contract number;
 - description of the Equipment/Facilities to be collected (including article number(s) in the event of partial Deregistration);
 - final expiry date of the lease term;
 - location where the Equipment/Facilities are to be collected;
 - name and telephone number of a contact person at the location of collection;
 - if applicable, the location of keeping the key to Equipment/Facilities; and
 - location where Boels's driver should report.
- 6.5 The Other Party may extend a lease term either in writing or by telephone until the time of submission of a written notification of Deregistration.

7. Delivery and risk

- 7.1 Boels is obliged to exercise due diligence in order to keep agreed receipt/delivery time-frames. Should unexpected circumstances occur for which Boels is not held liable, delivery time limit may be extended with the period in which such circumstances take place.
- 7.2 If Boels exceeds the agreed delivery time-frame, the Other Party shall have the right to fix additional term to Boels for delivery by way of a registered letter. That term may not be less than two working days as from the date on which Boels has received the registered letter.
- 7.3 The Other Party will be entitled to terminate the Contract by reason of exceeding the agreed delivery time-frame by Boels only after fixing additional term to Boels, in conformity with provision of point 7.2 above. However, under no circumstances is Boels required to pay any compensation.
- 7.4 Boels will be entitled to deliver in consignments or to stay delivery until the entire Order is ready. Each case described in the preceding sentence must be agreed in writing with the Other Party. In case of delivery in consignments, Boels will be entitled to issue invoices for Lease of delivered Lease Object.
- 7.5 The Lease Object will be deemed to have been delivered and the risk of accidental loss or damage is transferred to the Other Party:
- a. in the event of delivery ex Boels's place of business: upon factual taking the Lease Object into possession by the Other Party, confirmed by the delivery-acceptance protocol, or
- b. in the event of delivery at another location indicated by the Other Party: upon delivery of the Lease Object to an agreed location of collection by the Other Party, confirmed by the delivery-acceptance protocol.
- 7.6 Delivery of the Lease Object will be scheduled between 8 a.m. and 6 p.m.. Delivery will be made within the limits of daytime hours previously agreed between the Parties. Boels will make delivery only to the ground floor.
- 7.7 The Other Party is obliged to ensure that an authorized person is present on the agreed date and time of delivery of the Lease Object. If no such person is present at the time of delivery, Boels will be entitled to take back the Lease Object, and the Other Party will be obliged to cover transportation costs, unless the parties have agreed otherwise. In such case Boels may deliver the Lease Object without observing the above condition.

8. Return and risk

- 8.1 The Other Party will remain responsible for the lease object for a period of two working days after the expiry date indicated in the written notification of Deregistration (after lease term expiry); in particular, the Other Party will remain responsible on account of risk of accidental damage or loss as described in Article 11. That responsibility will end at 6 p.m. on the above-mentioned second working day. Upon delivery of the Lease Object to Boels, the risk of accidental loss or damage is transferred to Boels.
- 8.2 Once the Other Party has sent a written notification of Deregistration, it is obliged to ensure, between 8 a.m. and 6 p.m., proper conditions for collection of the Lease Object by Boels.
- 8.3 The Other Party is obliged to ensure presence of an authorized person at location and date provided for collection of the Lease Object, during the above-mentioned hours. If no such person is present upon collection of the Lease Object, Boels will nonetheless be entitled to take back the Lease Object without participation of that person.
- 8.4 The Lease Object should be cleaned, well-ordered and stacked, ready to be collected on the ground floor. If the Lease Object is not made ready for transport, the Other Party will be obliged to pay Boels a contractual penalty in the amount of EUR 150. It does not exclude for Boels the right to demand damages exceeding the amount of the contractual penalty mentioned in the previous sentence.
- 8.5 The Lease Object, after being returned to Boels, will be subject to inspection/control whether there are damages, defect or other circumstance of similar nature conducted by Boels or a third party. The fact, confirmed in a delivery-acceptance protocol, that Boels's shipping agent or a third party has taken the Lease Object, cannot be considered such an inspection. If the Other Party wishes to be present when the Lease Object is inspected, as mentioned in the preceding sentence, it must state so when the Contract is concluded so that an appointment can be made for the inspection (within 24 hours of the Lease Object being returned). If, in result of an inspection performed it is determined that the Lease Object is very dirty or improperly packaged, the inspection conducted by Boels or a third party will be binding and the related costs will be charged on to the Other Party. The Other Party is entitled to participate in the inspection/control.
- 8.6 The Other Party will be notified as quickly as possible if it is determined during the above-mentioned inspection that the Lease Object is damaged. The notification of damaged Lease Object should stipulate a reasonable term within which the damaged Lease Object will be made available to the Other Party for preparation of a damage survey. After that term has lapsed the Lease Object will be repaired or replaced and all the costs referred to in Article 11.5 will be charged on to the Other Party. If the Other Party does not avail itself of the possibility of obtaining a damage survey, the survey of the damage made by Boels or by a third party will be binding.

9. Prices

A. Machine lease

- 9.1 Daily rental rates indicated in Boels's machine catalogue relate to lease/use for a maximum of 24 hours, while weekly prices relate to lease/use for a maximum of 168 hours (with the exception of machines that have a meter, for which the daily price is based on eight operating hours and the weekly price is based on 40 operating hours of a machine; extra charge will be due for excess operating hours) and are exclusive VAT, additional fees for maintenance, fuel, oil, transport, environmental levy, cleaning, insurance.
- 9.2 Weekend prices, Friday to Monday, are based on lease/use for a maximum of 72 hours. Sundays are not charged.
- 9.3 In respect of lease terms that exceed four weeks it is possible to ask Boels for a quotation.

B. Parts lease

- 9.4 Rental prices as indicated in Boels's parts catalogue are based on a weekend or three days. Parts shall be picked up on the day preceding commencement of Lease and be returned on the day ending the Lease. For each extra day (up to a maximum of two weeks) an additional charge equal to 15% of the weekend rate will apply. In respect of lease periods that exceed those two weeks it is possible to ask Boels for a quotation.
- 9.5 Prices are exclusive VAT, maintenance, transport and any loading and unloading charges.

C. General provisions

- 9.6 Prices as indicated in Boels's catalogue are based on the circumstances that apply at the time at which the catalogue is printed. Those prices are binding on Boels only for a period of 30 days as from the date on which the catalogue is published. Afterwards those prices must be considered a non-binding indication. All earlier offers expire when a new catalogue is issued.
- 9.7 Boels shall be entitled to review of the price if the factors on which the prices are based change. Such factors include freight rates, import or export duties or other levies and/or taxes in Poland or abroad, salaries, costs of social insurance and currency exchange rates. In such situation Boels shall deliver to Other Party the notification containing the amount of reviewed price which shall bind starting from date after lapse of the termination period of the Lease Contract. If in the effect of the price review, the price is increased the Other Party A is entitled to withdraw from the agreement within the lapse of the termination period upon a written notification sent to Boels.

10. Other Party's obligations

- 10.1 The Other Party, its personnel and/or other persons who operate the Lease Object on the Other Party's instructions must get familiar with the instructions for use and/or other manuals related or attached to the Lease Object and they must act in accordance with those instructions. The Other Party shall also make sure that all persons who operate the Equipment/Facilities have relevant qualifications and, in particular, are in possession of any diplomas, certificates, driving licenses, etc. that are obligatory under the law as long as they are required in order to operate or use a given Lease Object.
- 10.2 If a Lease Object is not returned to Boels/deregistered at the end of agreed lease term, or if the situation referred to in Article 11.4 arises, Boels, having determined that one of the above-mentioned situations has occurred, will give the Other Party an opportunity, to return the Lease Object at additionally fixed date. In such case the lease term will end as soon as the Lease Object is returned. If the Other Party has not returned the Lease Object nor reported it as being stolen after the term stipulated above has lapsed, the Other Party will be in default.
- 10.3 The Other Party shall be obliged to return the Lease Object to the same branch of Boels where the Contract was signed. If the Other Party wishes to return the Lease Object to another branch it may do so only in consultation, possibly subject to payment of an additional fee.
- 10.4 The Other Party shall be obliged to return the Lease Object on the agreed date (and at the agreed time), in the same technical condition in which it received it from Boels. The Lease Object, ready for collection, must be returned clean, sorted and packed in proper crates. The Other Party will be charged for any extra working hours as a result of a failure to sort or clean the Lease Object or to do so adequately.

- 10.5 If necessary, the Other Party shall be obliged to secure at its own cost, any permits and approvals required by the law arising out of the use by her or by third parties of the Lease Object.
- 10.6 The Other Party undertakes to grant Boels access to the Lease Object at all times, to reject any claims of third parties regarding the Lease Object. The Other Party may sublet the Lease Object or make it available to third parties only after Boels has given written permission to do so. In case the above provision is infringed, insurance coverage will not apply.
- 10.7 The Other Party is obliged to take any and all possible measures in order to prevent theft of the lease object, such as, but not limited to: installation of adequate locks, possibly the same as provided with the Lease Object, locking up and storing the Lease Object in proper premises, in order to secure them against access of unauthorized persons.
- 10.8 The Other Party is obliged to maintain the Lease Object in the proper condition including small recoveries if necessary. If it does not have the required expertise to do so it must request Boels's services upon maintenance of the Lease Object and pay the related costs. The Other Party is not permitted to make repairs to the lease object. The Other Party will be obliged to pay the rental also during the period of time in which Boels is maintaining the lease object.
- 10.9 Other Party B shall be responsible for work of service personnel.
- 10.10 Boels's personnel who assemble and disassemble the Equipment/Facilities are not obliged to work under supervision of the Other Party.

11. Damage and accidental loss

- 11.1 The Other Party is obliged to notify Boels immediately, and in any event not later than 48 hours after discovery, of each time damage or breakdown of the Lease Object.
- 11.2 In the event that the Lease Object is stolen or accidentally lost, the Other Party is obliged to notify Boels within 24 hours after theft or loss is discovered and to report theft to the police. The Other Party is also required to immediately submit to Boels a copy of official reporting of theft to police.
- 11.3 Notwithstanding the provisions contained in Article 6.2, in the event of theft or accidental loss of the Lease Object, a Lease Contract will continue on the same terms and conditions in respect of any other Equipment/Facility constituting the Lease Object under the same Contract until the lease term ends in one of the ways described in Article 6.2.
- 11.4 If the Other Party does not fulfill its obligation consisting in reporting theft to the police and/or fails to submit a copy of the official report to Boels, it shall be deemed guilty of improper performance of a Lease Contract or may be subject to penal liability.
- 11.5 In the event of theft or economic total loss i.e. when cost of repair exceeds the current market value of the Leased Object, the Other Party shall be obliged to compensate Boels for the damage at the Current Market Price. If it is possible to repair the Lease Object, the Other Party shall reimburse the related costs. This provision also applies in respect of damage to/ theft of the Lease Object's parts and/or accessories. Therefore, in connection with a damage to or theft of the lease object, the Other Party shall be liable for any damage that Boels sustains as a result saved to provision of art. 11.6.
- 11.6 If Boels has already charged the Other Party with the amount constituting the lost Lease Object value calculated at current market prices of the Lease Object, and that object is later found by the Other Party and returned to Boels, the Other Party will be obliged to pay Boels the rental for the period until the date on which the Lease Object is returned. Boels will deduct that amount from the Current Market Value of the Lease Object and will repay the remaining part to the Other Party.
- 11.7 The Other Party will be charged with costs of an assessment conducted by or on behalf of Boels by an independent expert in order to determine the amount of the damage and with costs of repair and/or cleaning of the Lease Object.
- 11.8 The Other Party will be held liable for the damage, loss or theft of the Lease Object taking place during the lease term.
- 11.9 Boels represents that it holds valid civil liability insurance in regard of the Equipment/Facilities for which it is obligatory to take out insurance under the Polish Act on Obligatory Civil Liability Insurance for owners of mechanical vehicles and that that insurance is in compliance with the requirements of the Act. However, the aforementioned insurance will not cover the following:
- damages caused to third parties who will indeed be compensated by an insurance company on the grounds of the above-mentioned Act, but in respect of whom conditions of the insurance policy held by Boels do not provide for payment of a compensation. This provision will apply, e.g., in the event that the driver was under the influence of alcohol or drugs at the time at which the damage occurred;
 - own contribution to the insurance company, the amount of which is specified in the insurance policy;
 - damage to above-ground or underground pipes or cables and/or consequential damage caused in that respect;
 - penalties, fines and/or costs incurred by Boels that arise from the fact that the Other Party (or persons for whose acts it is responsible) has (have) been driving on public roads using machinery and equipment which are subject to obligatory insurance, without registration numbers;
 - damage that falls under exclusions permitted by the law.

12. Transport

- 12.1 During the entire lease period the Other Party will bear the risk of loss of or any damage to the Lease Object. When transporting the Equipment/Facility, the Other Party is obliged to pack and load the Lease Object in accordance with the nature of the Object and the transport method before its return to Boels. This provision also applies in respect of delivery of the Lease Object by Boels in containers. Then the Other Party is responsible for proper unloading and reloading of the Lease Object.
- 12.2 If at request of the Other Party, loading and unloading is performed by Boels's employees, then the risk of loss of or damage to the Lease Object shall be born exclusively by the Other Party.
- 12.3 Unless the parties agree otherwise in writing, the Other Party is obliged to assist Boels's employees in loading/unloading of the objects at the agreed location of delivery and acceptance of the Lease Object by Boels. If the Other Party does not fulfill the aforementioned obligation, Boels will have the right to charge it with costs of a consequential damage redress.

13. Scope of Boels' liability

- 13.1 Boels's liability is explicitly limited to direct damage to goods and personal injury to the Other Party's property or persons caused by a demonstrable defects in the Lease Object, or by an intentional act or gross negligence on the part of Boels. Further, Boels's liability is also limited to the amount paid out under the liability insurance that it has taken out in respect of the incident in question. Boels's liability on account of other damages and losses concerning leasing/purchasing of replacement parts of Equipment/Facilities, loss of profits, losses due to delays in delivery and losses due to business interruptions, is explicitly excluded.
- 13.2 Under no circumstances will Boels's liability exceed the Order Amount (with a maximum amount equal to the value of an invoice for a lease term of four weeks in the event of long-term lease), unless and only insofar as a higher amount is paid out on the basis of insurance against that specific type of incidents.
- 13.3 Boels will not be held liable against any third parties on account of claims resulting from damages caused by improper use of the Lease Object.
- 13.4 Claims for indemnity damages are barred by the statute of limitations in conformity with general provisions of the civil code.

14. Complaints

- 14.1 At the time at which Boels or Boels's employees deliver the Lease Object at a location indicated by the Other Party in a contract, the Other Party will inspect it for externally perceptible defects and sign the delivery receipt. In the event of discovering any defects in the Lease Object, the Other Party shall indicate them on the document in question. The Lease Object will be deemed to have been delivered in good condition and in accordance with the Contract unless and only insofar as the delivery receipt indicates otherwise.
- 14.2 The Other Party must inform Boels in writing within 24 hours of delivery of any complaints that she/h has with respect to externally perceptible defects in the Lease Objects that have been discovered during the inspection referred to in 14.1.
- 14.3 Defects that are not or could have not been discovered during the above-mentioned inspection should be reported to Boels in the manner indicated in 14.2 within 48 hours of being discovered by the Other Party.
- 14.4 In the event that the damage as described in Article 13.1 occurs, the Other Party will be obliged to notify Boels within 48 hours after discovery thereof. In the notification of such damage the Other Party must inform Boels of expected amount of the damage and must fix a reasonable term to Boels, so that Boels can carry out a counter assessment of the damage. The aforementioned reasonable term will be at least two weeks as from the date on which Boels has got familiar with content of the notification of the damage.
- 14.5 The Other Party's claim against Boels with respect to redress of the damage as mentioned in Article 13.1, will not be effective if:
- Boels is not notified of the damage and/or the defects in the Lease Object or is notified thereof after lapse of the terms referred to in 14.2, 14.3 and 14.4 above and in another form than the one stipulated in those subsections;
 - the Other Party does not cooperate with Boels or fails to do so sufficiently with respect to an investigation into the validity of the complaints;
 - the Other Party has not used the Lease Object in a proper manner in conformity with its function, inclusive improper storing and maintenance of the Lease Object;
 - the Other Party has made, without Boels's explicit written consent, repairs and/or changes to the Lease Object;
 - the Other Party commences operation of the Lease Object despite discovery of the defects as referred to in 14.2 and 14.3;
 - the Other Party has not fixed a reasonable term to Boels for preparation of a counter assessment of the damage, as mentioned in 14.4.

15. Reservations and cancellations

- 15.1 At request of the Other Party, it is possible to reserve Equipment/Facilities that can become the Lease Object. In order to do so, upon conclusion of a Contract the parties shall determine the time and period of reservation as well as Equipment/Facilities to be reserved. If the Other Party does not collect the Equipment/Facilities that have been reserved at the agreed time, it will nonetheless be obliged to pay the amount of the rental for the whole period of reservation.
- 15.2 The Other Party shall have the right to cancel the reservation in writing prior to lapse of the time fixed for collection of reserved Equipment/Facilities. However, in such case the Other Party will be obliged to pay compensation to Boels in the following amounts:
- 60% of the net Order Value if the reservation is cancelled between the 59th and the 10th day before lapse of the term fixed for collection;
 - 70% of the net Order Value if the reservation is cancelled between the 29th and the 30th day before lapse of the term fixed for collection and
 - 80% of the net Order Value if the reservation is cancelled after the 10th day before lapse of the term fixed for collection.

16. Payment

- 16.1 Unless the parties have agreed otherwise in writing, the Order Amount must be paid in cash or by bank transfer to the bank account indicated by Boels immediately after the Lease Object has been returned.
- 16.2 Unless the parties have agreed otherwise in writing or the VAT invoice issued indicates otherwise, the Order Amount must be paid within 14 days of the invoice date, without any right to a discount or set-off. After 14 days following the due date, statutory interest will be charged of the invoice value. The Other Party is not entitled to set off any amount or suspend performance of its payment obligations in respect of the lease without obtaining Boels's prior written permission to do so.
- 16.3 Any and all payments must be made at Boels's place of business or must be transferred to an account to be indicated by Boels. If payment is made by bank transfer, the date on which the amount is credited to Boels's account will be deemed to be the date of payment.
- 16.4 If the Other Party fails to make payment within the term stipulated, such fact will be deemed as non-performance of obligations under a Contract without any notice of default being required. In case of delay in payments, the Other Party shall be obliged to payment of delay interest calculated from the due date until the factual date of payment of the lease price in full. Then, statutory interest increased with 10% annually of the unpaid amount will be charged. That interest will be due and payable immediately, without any further notice being required. Any and all costs related to collecting the amounts invoiced (including any out of court collection costs) will be paid by the Other Party. The out of court collection costs will be equal to a minimum of 15% of the principal amount, with a minimum amount of EUR 340,-, all of the foregoing to be increased with VAT. This provision also applies if Boels is unable to collect any amount due by means of direct debit collection as a result of an insufficient balance on the account or any other hindrance on the side of the Other Party.
- 16.5 All payments will first be applied in respect of any debt collection costs, subsequently to any interest due and finally to the principal amount. If the Other Party has failed to pay more than one invoice, any payment will be applied with due observance of the preceding sentence, first in respect of the oldest invoice, subsequently in respect of the second to last oldest invoice, etc.
- 16.6 If the Other Party fails to comply with its obligations under a Contract or fails to do so properly and in a timely manner, it will be obliged to redress the damage resulting from non-performance or improper performance of obligations, unless such non-performance or improper performance is the consequence of circumstances for which the Other Party is not held liable.
- Boels will be entitled, cumulatively insofar as possible, to the following claims:
- for suspending performance of a Contract and/or directly related contracts until sufficient security for payment has been given by the Other Party in case of delay in payments;
 - for terminating that Contract and any directly related contracts, whether in full or in part, without Boels being obliged to pay any compensation; and
 - for compensation of the damage that Boels has sustained.
- 16.7 In the event any composition, bankruptcy or liquidation proceedings are initiated or the Other Party is legally incapacitated, the Contract and/or directly related contracts shall be terminated unless Boels, having fixed another date to the Other Party, demands performance of a Contract, whether in full or in part, from the Other Party. In that case Boels will be entitled to suspend performance of the Contract(s) in question, without falling into arrears, until sufficient security has been given for payment by the Other Party and without prejudice to any other rights that Boels is entitled to enforce.
- 16.8 In each of the cases referred to in 16.6 and 16.7, all of Boels's claims against the Other Party will be immediately due and payable in full, the Other Party will be obliged to immediately return the lease object, while Boels will be entitled to gain access to and enter the Other Par-

ty's sites and buildings in order to take possession of the lease object in question. All the related costs and damages that Boels sustains as a result will be for the Other Party's account.

17. Force majeure

- 17.1 If as a result of force majeure Boels is unable to fulfil any obligation towards the Other Party, fulfillment of that obligation will be suspended for duration of the situation of force majeure, however no longer than two months. After lapse of those two months either party will be entitled to give written notice of termination to the Contract in whole or in part.
- 17.2 In case of non-performance or improper performance of the Contract by Boels in result of force majeure, Boels shall not be obliged to redress the damage resulting therefrom.
- 17.3 Force majeure is taken to mean circumstances for which Boels shall not be held liable, such as, inclusive without limitations, strikes, riots, wars and other disturbances, boycotts, blockades, natural disasters, epidemics, lack of raw materials, impediments and disturbances in transport, extreme weather conditions, fire, machinery breakdown, interruptions in Boels's operations.

18. Reservation of property rights and security

- 18.1 Equipment/Facilities constituting the Lease Object will remain the property of Boels at all times, regardless of a lease term. If the Other Party delays return of the lease object, a Contract will not be extended with the period of delay, while the Other Party will continue to bear the full risk in respect of accidental loss, theft or damage to the Lease Object.
- 18.2 The Other Party is not entitled to dispose of the Lease Object, in particular it has no right to sell it, pledge or otherwise encumber for the benefit of third parties.
- 18.3 The Other Party will immediately inform Boels in writing if the lease object is attached by Boels's creditors or if Boels's creditors raise any other claim in respect of the Lease Object or any part thereof. In addition, the Other Party will inform Boels of the location where the Lease Object in question is stored, at Boels's first request.
- 18.4 In the event that the Lease Object is attached or a composition, bankruptcy or liquidation proceedings are initiated against the Other Party, the Other Party will be obliged to immediately inform the bailiff levying the attachment, the administrator or the trustee of Boels's rights, including its ownership rights.
- 18.5 If there are good grounds to believe that the Other Party will not duly perform a Contract, the Other Party will be required to furnish adequate security immediately at Boels's first request in the form desired by Boels. As long as the Other Party fails to do so, Boels will be entitled to suspend performance of a Contract.
- 18.6 If the Other Party fails to pay the security, as mentioned in point 5 above, within eight working days following receipt of a written request of Boels to perform a Contract, then provisions of Article 16.8. shall apply.
- 18.7 Unless the parties have agreed otherwise in writing, the Other Party will be obliged to pay a contractual deposit determined in the Lease agreement. The amount of the deposit will be determined in proportion to the lease term indicated and the value of the Lease Object. In case of extension of the lease term, the Other Party will be required to pay a new deposit, not later than on the day on which the extension commences.
- 18.8 If the Other Party fails to pay the deposit on time, Boels will be entitled to unilaterally terminate a Contract, without prejudice to Boels's right to compensation.
- 18.9 The Other Party may not consider the deposit to be an advance payment in respect of the rental due or as an amount intended to buy off any risk of damage or theft of the Lease Object. However, when a Contract has ended Boels will be entitled to deduct the deposit amount from any amounts due by the Other Party. The deposit will be refunded once it has been determined that the Other Party has complied with all its obligations against Boels within the time limit of one week.

19. Final provisions; applicable law and court competence

- 19.1 If any provision contained in these Lease Terms and Conditions or a Contract is null and void or voidable, that will not affect the remaining provisions. Boels and the Other Party commit to replace provisions that are null and void or that have been declared null and void with provisions that are legally valid.
- 19.2 Any disputes that arise on the basis of or further to a Contract concluded with Boels will be resolved by a Polish court of common law having jurisdiction over the registered seat.
- 19.3 In the event of any disagreement regarding the interpretation of the present Lease Terms and Conditions, the Polish text will be binding.