GENERAL TERMS AND CONDITIONS OF LEASE

effective from 1 April 2026

1. Definitions:

1.1 **Lessor - Bergerat Monnoyeur spółka z ograniczoną odpowiedzialnością** with its registered office in Izabelin-Dziekanówek, at: Modlińska 11, Izabelin - Dziekanówek, 05-092 Łomianki, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 11th Commercial Division of the National Court Register under KRS number: 0000021439, NIP: 7780022310, REGON: 0120227940, share capital of PLN 13,827,250.

1.2 **Entrepreneur -** a natural person pursuing business, a civil partnership, a legal person, or an organisational unit without legal personality to which the law grants legal capacity, other than a Consumer.

1.3. **Agreement -** a lease agreement concluded between the Lessor and the Lessee, under which the Lessor, in particular, makes the Machine available to the Lessee for use for the Term of Lease specified in this Agreement, and the Lessee undertakes to pay the rent and other agreed charges, the terms of which are set out in the General Terms and Conditions of Lease and the specific Order.

1.4. **Party -** a party to the Agreement is the Lessor and the Lessee. The term "Parties to the Agreement" collectively refers to the Lessor and the Lessee.

1.5. **Lessee -** a Client who has concluded the Agreement with the Lessor and who is an Entrepreneur.

1.6. **Order –** a specific lease agreement under which the Lessor undertakes to make available to the Lessee, for their use, a machine specified by make, model, year of manufacture, serial number, and the Lessee undertakes to collect that machine for use and to pay the Lessor the Rent agreed in the Order and any other charges, as well as containing other provisions constituting its essential content.

1.7. **Machine** - the Machine forming the subject of the Order designated by make, model, year of manufacture and serial number.

1.8. **Working Days -** mean days from Monday to Friday between 8.00 am and 3.00 pm, excluding Saturdays, Sundays and public holidays.

1.9. **Limit -** a fixed, maximum number of motor hours per month of lease, as indicated in the Order.

2. General Provisions

2.1. These General Terms and Conditions of Lease (hereinafter: the "**General Terms and Conditions of Lease**" or the "**GTCL**") apply to all lease agreements (Orders) in which Bergerat Monnoyeur spółka z ograniczoną odpowiedzialnością with its registered office in Izabelin-Dziekanówek, acts as the Lessor, and form an integral part of such agreements once they have been accepted by the Lessee.

2.2. The provisions of the General Terms and Conditions of Lease and the Order shall hereinafter be collectively referred to as the Agreement.

2.3. The Lessor declares that it holds a legal title to the Machine and is authorised to enter into the Agreement.

2.4. The Parties agree that the motor hours reading for the Machine relating to the specific Order shall be recorded in the

Handover Report.

2.5. The tables used in the Order (including its attachments) contain check boxes where a choice can be marked as "**X**" or input fields where it is possible to edit the text. For the avoidance of doubt, any entry in the dedicated check box or input field in these tables shall mean a binding arrangement between the Parties concerning the relevant condition, term, form of execution of the provisions of the Agreement or other circumstances so agreed.

2.6. For the avoidance of doubt, where the Agreement refers to the Machine, the Parties agree that these provisions shall also apply to Accessories.

2.7. BM declares that it has the status of a large entrepreneur within the meaning of the Act on Prevention of Excessive Delays in Commercial Transactions of 8 March 2013 (Journal of Laws of 2019, item 118 as amended).

3. Machine Handover

3.1 The Lessor shall hand over the Machine to the Lessee for lease, which shall be confirmed by a report signed by the authorised representatives of the Parties, hereinafter: the "**Handover Report".** Signing of the Handover Report by the Lessee shall be tantamount to the acceptance of the technical condition of the Machine and confirmation of its efficiency and fitness for the agreed use.

3.2. Upon the handover of the Machine, the Lessor will provide the Lessee with the operating and maintenance instructions for the Machine received from the manufacturer, hereinafter referred to as: the "**Instructions**".

4. Conditions of Machine operation

4.1. The Lessee shall only use the Machine in accordance with its characteristics, its intended use, in particular in accordance with the Specification and the Instructions, as well as with the Lessor's recommendations.

4.2. The Lessee may not export, transfer or use the Machine outside the territory of the Republic of Poland.

4.3. The Lessee may not offer the Machine for free use, or sublet it or release it for use on any other basis, without the express prior written consent of the Lessor.

4.4. The persons who will operate the Machine shall have the legally required authorisations and relevant skills, as well as shall be in a condition for safe and legal use of the Machine.

5. Service and repairs of the Machine by the Lessor

5.1. The Lessor undertakes to carry out regular periodic overhauls of the Machine, at its own expense, on the terms and conditions defined in the Instructions, hereinafter referred to as: the **"Overhauls"**. The Lessor will supply the filters, gaskets, oils, lubricants and inhibitors required for the Overhauls at its own expense.

5.2. In the event of any malfunction or damage to the Machine, the Lessee shall inform the Lessor within 24 hours of the discovery of the malfunction or damage, under penalty of forfeiting the rights described in this paragraph in clauses 5.3 and 5.4, and shall follow the Lessor's further instructions.

5.3. The Lessor will, on receipt of notice of failure or damage to the Machine, proceed to restore its efficiency.

5.4. The Lessor will repair the Machine at its own expense, unless the failure or damage is due to the fault of the Lessee. In this case, the Lessor will charge the cost of repair to the Lessee, which the Lessee hereby accepts.

5.5. The Lessee may not carry out any repairs chargeable to the Lessor, either on its own or at the Lessor's expense.

5.6. The Lessee is obliged to give the Lessor at least 3 working days' notice of an impending Overhaul date. The Lessee shall be bound to make the Machine available to the Lessor during the Overhaul, in a condition that allows the performance of the Overhaul and to provide access to the necessary utilities if required.

5.7. The Lessee shall refrain from using a Machine that is inoperative.

6. Maintenance and operation by the Lessee

6.1. The Lessee will be required to:

6.1.1. check the levels of the Machine's operating fluids regularly, including oils, coolants, hydraulic fluids and fuel, and to top up these fluids in accordance with the procedures set out in the Instructions and the manufacturer's instructions for these fluids;

6.1.2. use only fuel intended for the specific type of engine fitted to the Machine;

6.1.3. use fuel enhancers, where the conditions require;

6.1.4. replace components subject to abnormal wear, such as tines, slats, blade knives and replace tyres if they are damaged or worn.

The activities set out in clauses 1) to 4) above will be referred to collectively as: "**Maintenance Activities**".

6.2. For the avoidance of doubt, the Parties unanimously declare that, in the framework of the Maintenance Activities, the replacement of the components of the Machine shall be carried out by the Lessee and at its expense, exclusively with original, brand new components, purchased from the network of authorised service centres of the manufacturer of the Machine or from other points authorised by the Lessor. At the request of the Lessee, the Lessor may carry out the Maintenance Activities at the Lessee's expense. The costs of the Lessor's performance of the Maintenance Activities shall be agreed by the Parties under a separate agreement.

6.3. The Lessee may not (a) replenish fluids (with the exception of fuel and the Ad-blue fluid) with any other type of fluid other than the factory fluid or the fluid recommended by the manufacturer of the Machine, unless the manufacturer of the operating fluid concerned expressly allows such fluids to be mixed with the original fluid for the Machine, (b) use fuel of unknown origin, fuel other than intended for the engine of the Machine or use any admixtures to the fuel, with the exception of fuel enhancers.

6.4. The Lessee is not permitted to make any alterations to the Machine, unless the Agreement expressly states otherwise. Any alteration to the Machine shall be understood by the Parties in a broad sense and shall include, in particular, any removal or transformation of elements of the Machine or the Machine itself or the addition or installation of any elements or parts in the Machine.

7. Risk of accidental loss of or damage to the Machine; Lessee's obligations

7.1. The Lessee shall bear the risk of accidental loss of or damage to the Machine from the time it is handed over to the Lessee and shall be liable for damage to or deterioration of the Machine unless this is not beyond the consequences of the proper operation of the Machine. The Machine shall be covered by insurance in accordance with § 9 of the GTCL and the Lessee shall be bound to cover the Lessor for any unrepaired damage (not covered) from the insurance concluded for the Machine, which includes the re-invoicing of the insurance excess.

7.2. The Lessee undertakes to inform the Lessor - within a maximum of 24 hours - of any incidents relating to the Machine that may give rise to claims or benefits under the insurance agreements, at the same time notifying the relevant authorities or services if it is required by law.

7.3. In the event of damage to the Machine, the Lessee shall take all necessary steps to protect the Machine from deterioration or increase of the extent of damage.

7.4. The Lessee shall be liable for any acts and omissions of the operators of the Machine as for its own acts and omissions, even if they operated the Machine incidentally or without the Lessee's consent and knowledge or for purposes not directly related to the Lessee's business, even if they were professionals.

7.5. It is prohibited to dispose of the Machine, to encumber the Machine in favour of any third party, including to pledge the Machine as a security to any third party on any legal basis.

7.6. The Lessee shall be obliged to carry out periodic checks of the Machine's hour meter and to inform the Lessor of the number of hours worked on the Machine whenever the Lessor so requests, within 2 days of receipt of such a request.

7.7. The Lessee shall at all times allow the Lessor to inspect the condition of the Machine and to carry out repairs and maintenance procedures which are charged to the Lessor or which the Lessor deems necessary. The Lessor shall endeavour to ensure that such inspection does not cause undue inconvenience to the Lessee.

8. Rent and other costs

Provisions common for Rent and other charges under the Agreement

8.1. The terms of payment of the rent and other charges under the Agreement, including the security deposit and transport costs, are set out in the relevant Order. The provisions relating to rent under a specific Order shall apply mutatis mutandis to the payment of other charges under the Agreement.

8.2. All payments arising from a specific Order shall be transferred by the Lessee to the Lessor's bank account specified in that Order, hereinafter: the **"Bank account"**.

8.3. Each VAT invoice will be issued via the National e-Invoice System (the "KSeF"), in accordance with the generally applicable legal provisions, which take precedence over contractual provisions in relation to KSeF invoicing. In particular, the dates specified in the VAT Act shall be deemed to be the date of delivery of an invoice via the KSeF, taking into account the delivery dates for invoices under the offline/emergency procedures provided for in the aforementioned Act, and the Lessee is obliged to download invoices issued by the Lessor from KSeF themselves. The relevant visualisations of invoices intended for offline processing due to a KSeF failure, along with any attachments to the invoices, will be sent to the agreed e-mail address.

Rent

8.4. The Lessee shall pay the Lessor a monthly Rent for the Machine specified in the relevant Order, for each month of the lease period commenced, subject to the provisions of the following paragraphs, hereinafter: the **"Rent"**.

8.5. The Rent indicated in the Order is the net rent and may be expressed in Polish zloty (hereinafter: "PLN") or in Euro currency (hereinafter: "**EUR**").

8.6. If the Rent is specified in EUR and the payment is to be made in PLN, the Rent in EUR shall be converted into PLN at the exchange rate of Bank Société Générale in Warsaw on the date of issue of the relevant VAT invoice, unless

otherwise agreed by the Parties. The Rent recalculated in accordance with the provisions of the preceding sentence shall then be increased by the applicable VAT rate as at the date on which the tax obligation has arisen.

8.7. If the Rent is specified in EUR and the payment shall also be made in EUR, the EUR Rent shall be increased by the relevant VAT rate expressed in EUR, which shall be converted into PLN at the average exchange rate of the National Bank of Poland effective on the business day preceding the issue of the relevant VAT invoice.

8.8. If the Rent is specified in PLN and the payment shall also be made in PLN, the Rent in PLN shall be increased by the relevant VAT rate as at the date on which the tax obligation has arisen.

8.9. The rent is to be paid by bank transfer to the Bank Account, and the date of payment shall be the date on which the funds are credited to the Lessor's account.

8.10. The Lessor shall charge the Lessee the Rent and other charges specified in the Agreement for the period from the date on which the Parties sign the Handover Report until the date on which the Parties sign the Collection Report or the Lessor signs a unilateral report of acceptance of the Machine in the case referred to in clause 13.4 of the GTCL.

8.11. The Rent in any given lease month will be reduced relatively, in proportion to the number of days in that period when the Machine was not operational in the opinion of the Lessor's service. The Rent reduction referred to in the preceding sentence shall not apply if the failure of the Machine was the result of circumstances on the part of the Lessee or if the Lessor provided a replacement Machine.

8.12. For the avoidance of doubt, any reduction in the number of days the Machine is used during a given month of the lease as a result of a failure, as referred to in clause 8.11 above, shall result in a proportionate reduction in the Limit for that month of the lease.

8.13. In the event that the last month of the lease ends on a day that is not the last day of that month of the lease, the Rent for such period may, at the Lessor's intention, be calculated in proportion to the amount of the monthly Rent and the number of calendar days of the Lease Agreement in force in that month of the lease.

8.14. The Lessor shall be entitled to set off any amounts to which it is entitled in respect of the Rent surcharge referred to in the Order or amounts in respect of exceeding the Limit against the amount of the Deposit.

Deposit

8.15. The Lessor shall only proceed to arrange for the Machine relating to a specific Order to be made available upon payment by the Lessee of the Deposit, in accordance with the provisions of that Order.

8.16. The Deposit may be retained by the Lessor in the event of the Lessee's failure to perform, or improper performance of their obligations under the Agreement.

Transport

8.17. The Parties agree that the costs of transporting the Machine for the purposes of its handover or collection under the Agreement shall be borne by the Lessor or the Lessee, as appropriate, or shall be apportioned between the Parties in accordance with the rules set out in the Order.

8.18. Transport costs of the Machine to be borne by the Lessee shall be settled on a case-by-case basis by means of a relevant VAT re-invoice, based on all such transport costs incurred by the Lessor.

8.19. The VAT re-invoice for the transport concerned will be issued after the relevant transport service has been provided,

with payment due within 14 days from its issuance date.

8.20. The Lessee will be liable for the costs of transporting the Machine in the following cases:

8.20.1. the need to redeliver the Machine in order to commence the performance of the Agreement due to the failure of the Lessee to collect it,

8.20.2. the need to transport the Machine due to its failure or damage independent of the Lessee,

8.20.3. the necessity to return the Machine upon termination of the Agreement for reasons attributable to the Lessee.

9. Machine Insurance

9.1. The Lessor declares that, throughout the term of the Agreement, the Machine shall be insured (if such insurance is specified in the Order) at the Lessor's expense and by the Lessor's own efforts against loss or damage. The Lessee shall inform the Lessor immediately in the event of loss of or damage to the Machine and shall cooperate in the loss liquidation process, in particular by providing the relevant information and documents required by the insurer, as well as by taking all necessary steps to prevent the damage from increasing.

9.2. The Lessee declares that it has read and understood the requirements imposed by the insurer of the Machine, concerning its operation and storage, relating to insurance cover and undertakes to comply strictly with these requirements. The insurance option and the insurance documentation are specified in the Order.

9.3. If the Order does not specify the insurance referred to in point 1 of this paragraph, this means that the Machine is not covered by insurance, and the risk of loss or damage shall be borne entirely by the Lessee.

9.4. The Lessor declares that, throughout the term of the Order, the Machine shall be insured, at the Lessor's expense and by the Lessor's efforts, against civil liability as the owner of a motor vehicle, i.e. third-party liability insurance for motor vehicles. The Lessee is obliged to inform the Lessor immediately in the event of damage caused to a third party arising from the possession or use of the Machine, and shall cooperate in the process of settling the claim, in particular by providing the relevant information and documents required by the insurer, as well as taking all necessary steps to prevent the extent of the damage from increasing.

10. Remote Machine Cut-off

10.1. In the event that the Lessee is in arrears with payment of even a single Rent instalment or part thereof, the Lessor shall be entitled to remotely disable the ignition in the Machine, thereby preventing the Lessee from starting the engine in the Machine (hereinafter the **"Remote Machine Cut-off"**), subject to prior notice to the Lessee that the Remote Machine Cut-off will take place no sooner than 7 days after the notice is sent to the Lessee via Electronic Communication. The Lessor's right of Remote Machine Cut-off shall lapse if the Lessee settles all outstanding payments to the Lessor before the date set by the Lessor for the Remote Machine Cut-off.

10.2. Should the Lessee fail to settle all outstanding payments by the date of the Remote Machine Cut-off, the Lessor shall be entitled to terminate the Agreement with immediate effect and to collect the Machine from the Lessee at its expense.

10.3. Should the Lessee settle all outstanding payments to the Lessor prior to signing the report referred to in clause 11.3 below, the Lessor shall be entitled to withdraw the notice of termination of the Agreement with immediate effect and

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to recommission the Machine. For the avoidance of doubt, should the Lessor withdraw their notice of termination of the Agreement with immediate effect, the Agreement shall continue.

The provision of clause 10.4 below shall not apply.

10.4. Following the termination of the Agreement, the Lessee may only recommence use of the Machine once a new lease agreement has been signed and all formalities relating to the new lease agreement have been completed.

10.5. For the period from the Remote Machine Cut-off until the date of its restart or the signing of the report referred to in clause 11.3 below, the Lessee shall be obliged to pay all charges provided for in the Agreement, including, in particular, the agreed Rent.

10.6. The Lessee undertakes to take all necessary precautions to protect the Machine in order to prevent any damage that may arise as a result of the Remote Machine Cut-off. The Lessee shall be liable for any damage resulting from the operation (including involuntary operation) or cessation of operation of the Machine in connection with the Remote Machine Cut-off.

11. Term of Lease

11.1. The Agreement is concluded for the period specified in the relevant Order, hereinafter: the "**Term of Lease**". For the avoidance of doubt, the month of lease shall mean an appropriate interval of 30 consecutive calendar days. The first month of lease will commence on the date of handover of the Machine as confirmed by the Handover Report.

11.2. Upon expiry of the Term of Lease, the Agreement shall be automatically renewed or shall terminate, depending on the terms set out in the Order.

11.3. The return of the Machine to the Lessor shall take place on the basis of a report, signed by the authorised representatives of the Parties, hereinafter referred to as: the "Return Report" or on the basis of the Lessor's unilateral collection of the Machine in the case referred to in § 13.4. of the GTCL.

11.4. The Agreement shall enter into force on the date of its conclusion, whilst the term of the Agreement shall be calculated from the date on which the Parties sign the Handover Report until the date of termination of the Agreement. The Lessee is, however, obliged to pay all charges provided for in the Lease Agreement, including, in particular, the agreed Rent, as well as to safeguard the Machine in order to prevent any damage until the Machine is returned to the Lessor in accordance with the Return Report or until the Lessor unilaterally takes possession of the Machine in the circumstances referred to in clause 13.4 of the GTCL.

12. Termination of the Agreement

12.1. The Lessor has the right to terminate the Agreement with immediate effect:

12.1.1. where the Lessee has committed acts or omissions constituting a breach of the Lessee's obligations as set out in the Agreement;

12.1.2. if it becomes aware of grounds for filing a declaration of bankruptcy against the Lessee or initiating restructuring proceedings or a resolution to liquidate the Lessee;

12.1.3. when the Lessee is in arrears with the payment of even one Rent or part thereof.

12.1.4. if it is found that the Lessee is unable to pay the rent or other charges under the Agreement, or if there are reasonable doubts as to such ability, or if an application has been made to strike the Lessee off the register

of businesses or such striking off has already taken place.

12.2. In the event of termination of the Agreement pursuant to clause 12.1 above, the Lessee shall pay all costs associated with the transport of the Machine (returning the Machine) to the Lessor. The costs will be covered within 14 days of the date of the relevant VAT invoice being issued by the Lessor.

12.3. The Lessee has the right to terminate the Agreement with immediate effect:

12.3.1. when the Machine has defects preventing its use as provided for in the Agreement and the Lessor fails to rectify such defects within 14 days of being notified of them or fails to deliver a replacement Machine, or

12.3.2. when the defects preventing the use of the Machine provided for in the Agreement or in the Order cannot be rectified, in the opinion of the Lessor.

12.4. The Lessor may terminate the agreement by giving 30 days' notice, with effect from the end of the month, for good cause.

12.5. In the event that the Lessee is in arrears with the payment of any sum due, including any sum arising from another agreement with the Lessor, without prejudice to any other rights, the Lessor shall be entitled to withhold the handover of the Machine covered by the Agreement to the Lessee until the Lessee has settled all outstanding amounts owed to the Lessor, without setting the Lessee a further deadline for the performance of the obligation. The Lessor shall not be liable for any failure to deliver the Machinery by the date agreed in the Agreement due to a delay in the Lessee's payment of sums due to the Lessor.

12.6. In the event that the Lessee is in arrears with the payment of any sum due, even under a different agreement with the Lessor, and the Machine has already been handed over to the Lessee for lease under the Agreement, without prejudice to any other rights, the Lessor shall be entitled to terminate the Agreement with immediate effect without granting the Lessee any further time to fulfil their obligation, and to proceed with the collection of the Machine within the following 3 days of service of the notice of termination on the Lessee, or within the following 3 days from the date on which the Lessee had the opportunity to familiarise themselves with the content of that notice. For the avoidance of doubt, from the moment the Agreement is terminated, as referred to in the sentence above, until the Lessor collects the Machine, the Lessee is obliged to secure the Machine in order to avoid 12.7. Should the Lessee settle all outstanding amounts referred to above in favour of the Lessor prior to signing the report referred to in clause 11.3 above, the Lessor shall be entitled to withdraw the notice of termination of the Agreement with immediate effect. For the avoidance of doubt, should the Lessor withdraw their notice of termination of the Agreement with immediate effect, the Agreement shall continue. The provision of clause 12.8 below shall not apply.

12.8. Following the termination of the Agreement, the Lessee may only recommence use of the Machine after signing a new lease agreement or a similar type of agreement and completing all formalities relating to the new agreement.

12.9. For the period from the date of termination of the Agreement until the date on which the notice of immediate termination of the Agreement is withdrawn or the protocol referred to in clause 11.3 above is signed, the Lessee shall be obliged to pay all charges provided for in the Agreement, including, in particular, the agreed Rent. For the avoidance of doubt, from the moment the Agreement referred to above is terminated until the Lessor takes delivery of the Machine, the Lessee is obliged to safeguard the Machine in order to prevent any damage and shall be liable to the Lessor for any accidental loss of or damage to the Machine until such time as the Lessor collects it.

13. Return of the Machine

13.1. In the event that the Order is terminated for any reason, the Lessee shall return the Machine to the Lessor with all equipment and documentation, washed and in a technical condition that takes into account the normal operating wear and tear of the Machine, which shall take place on the basis of the Return Report.

13.2. In the event that the Lessee fails to fulfil the obligations set out in clause 13.1. above, the Lessor shall charge the Lessee for the costs incurred in this regard, and the Lessee undertakes to pay these costs within 14 days of the date on which the Lessor issues the relevant VAT invoice.

13.3. The Lessee hereby irrevocably authorises the Lessor (or will provide authorisation for the Lessor) to enter with the necessary equipment and staff - for the purpose of acceptance of the Machine - to the premises where the Machine will be located at the time of its collection. In addition, the Lessee is obliged to fully cooperate with the Lessor and persons acting on its behalf when returning (accepting) the Machine.

13.4. In the absence of an authorised representative of the Lessee at the time and place of return of the Machine, as previously agreed by the Parties, the Lessor shall be entitled to unilaterally take-up the Machine, on the basis of a Return Report signed only by the Lessor. The Lessor shall draw up a unilateral handover report for the Machine upon its collection by the Lessee and shall send a copy of it to the Lessee by electronic means.

14. Lessee's Liability

14.1. In the event of:

14.1.1. a gross breach of the Machine's operating conditions and the rules governing its operation, servicing or repair;

14.1.2. failure to cooperate or taking any action that hinders or prevents the collection of the Machine;

14.1.3. changes to the location of the Machine as agreed in the Order;

14.1.4. In the event of a failure to fulfil the obligations to inform the Lessor and to cooperate with the Lessor, the Lessor shall be entitled to charge the Lessee a contractual penalty amounting to 5 months' net Rent for each separate breach.

14.2. The Lessee shall pay the contractual penalty concerned to the Lessor on the basis of specifying it accounting note, within 14 days of the issue of the note.

14.3. In any event, in addition to the contractual penalties reserved for the Lessor under the provisions of this Agreement, the Lessor shall also be entitled to claim damages in an amount exceeding the reserved contractual penalties in accordance with general principles.

15. The Lessor's Liability

15.1. The Parties hereby agree that the Lessor's liability for non-performance or improper performance of an obligation, as well as for tortious acts, is based on fault.

15.2. The Parties agree that the Lessor shall not be at fault and, consequently, shall not be liable in the event that the non-performance or improper performance of an obligation is due to causes beyond the Lessor's control. The Parties agree that circumstances beyond the Lessor's control shall include any failure to perform, or improper performance (including late performance), of an obligation by the Lessor which is caused, amongst other things, by:

15.2.1. any regulations issued by authorities, whether domestic or foreign, which prevent or hinder (including by causing delays) the Lessor from fulfilling its contractual obligations, such as import or export restrictions, bans or restrictions on crossing borders or on the movement of vehicles and the transport of goods, and compulsory quarantines,

15.2.2. the inability or difficulties (including delays) in the movement of vehicles or persons resulting from an epidemic (pandemic) or a state of epidemic (pandemic) emergency, in particular in connection with orders issued by the authorities in relation to the epidemic (pandemic) or the state of epidemic (pandemic) emergency,

15.2.3. the inability or difficulties (including delays) in the purchase or manufacture of machinery, equipment, tools, spare parts, materials, consumables and raw materials resulting from an epidemic (pandemic) or a state of epidemic (pandemic) emergency, in particular in connection with orders issued by the authorities in relation to an epidemic (pandemic) or a state of emergency due to an epidemic (pandemic), including orders concerning the closure of factories or production facilities or restrictions on their production,

15.2.4. the inability or restrictions (including delays) on the movement of people, including those performing work or services for the Lessor in connection with the performance of the Agreement (in particular the Lessor's service technicians),

15.2.5. any refusal to work by employees or persons providing services to the Lessor, caused by fears for the life or health of employees, service providers or their families in connection with an epidemic (pandemic) or a state of epidemic (pandemic) emergency.

15.3. Where the non-performance or improper performance of an obligation arises from causes for which the Lessor is not at fault, the Lessee shall not be entitled to claim damages from the Lessor, nor shall the Lessee be entitled to avail themselves of the legal remedies provided for in the Agreement in the event of non-performance or improper performance of the Agreement by the Lessor.

15.4. The liability of the Lessor towards the Lessee, both in contract and in tort, is limited to direct and actual damage, excluding lost profits, caused by wilful misconduct or gross negligence. Such liability is further limited to a maximum amount corresponding to the net Rent for a period of 12 months, agreed in the Order concerned. in respect of one and all events.

15.5. The above rules and limitations of liability apply to all of the Lessor's obligations set out in the Agreement, including those relating to the supply of Machines, assembly, installation, training, servicing, warranty and post-warranty repairs, and the supply of spare parts, replacement parts and consumables.

15.6. The Lessor shall not be liable for damages related to the failure to perform the Order as a result of the Lessee's failure to fulfil its obligations within the time limits set out in the Order or the General Terms and Conditions of Lease.

16. Contacts of the Parties

16.1. The Parties hereby agree that the term **"Electronic Communication"**, as used in the Agreement, means electronic communication between the Parties via email, which also includes scanned document attachments, relates to the performance of the Agreement, and is sent to and received from the email addresses specified in the Order (Clause 1 of the Order).

16.2. Each Party is obliged to inform the other Party of any change to its e-mail address as specified in the Order. In the

event of failure to do so, information, including correspondence, sent by the other Party to the existing e-mail address of the Party that has not informed the other Party of a change of its e-mail address shall be deemed to have been sent effectively.

16.3. All reports referred to in the Agreement shall be signed by the persons designated as authorised to sign them in accordance with the recitals to the Order (Clause I of the Order).

16.4. For the avoidance of doubt, by signing the Agreement, the Parties hereby grant a power of attorney to act for and on behalf of the Lessor or the Lessee, respectively,

16.4.1. in the framework of the Electronic Communication, to persons who have the e-mail addresses indicated above,

16.4.2. to authorise the persons specified in the Order as authorised in this regard to sign the reports set out in the Agreement.

16.5. The Parties shall ensure by signing the Agreement that the e-mail addresses indicated by them in the Order are officially used by them in business dealings and that access to them, in an adequately secured form, is only available to the persons indicated by name as holders of the addresses.

16.6. The Lessee is obliged to inform the persons through whom they fulfil their obligations under the Agreement of the content of the information clause set out in the Annex to the Order.

17. Information clause

DATA CONTROLLER

The controller of your personal data is Bergerat Monnoyeur Sp. z o.o., with its registered office in Izabelin-Dziekanówek, Modlińska 11, 05-092 Łomianki (the "**Controller**"). You can contact us by traditional mail at the above address, by electronic mail to the email address: aktualizacja.rezygnacja@b-m.pl

PURPOSES OF DATA PROCESSING AND LEGAL BASIS FOR DATA PROCESSING

Personal data is processed by the Controller for the following purposes:

Conclusion and execution of the Contract (including the handling of contractual enquiries and complaints):

(a) in relation to natural persons acting on their own behalf (including sole proprietors) under Article 6(1)(b) of the GDPR, as the processing of personal data is necessary for the conclusion and performance of that agreement,

(b) in relation to persons representing the entity (e.g. representatives, agents) and those indicated in the agreement for contact purposes (e.g. contact persons, coordinators), under Article 6(1)(f) of the GDPR, i.e. the Controller's legitimate interest in concluding and performing the agreement through the persons indicated to represent the entity and for contact purposes.

Fulfilment of legal obligations applicable to the Controller's activity - under Article 6(1)(c) of the GDPR, i.e. fulfilment of legal obligations incumbent on the Controller, including those resulting from accounting, tax or other specific regulations.

Marketing of our own products and services including sending commercial information about products, services, promotional offers and events - under Article 6(1)(a) of the GDPR, i.e. the consent of the data subject, if such consent has been given.

Client satisfaction surveys - under Article 6(1)(f) of the GDPR, i.e. the legitimate interest of improving the quality of the services we provide as a result of our post-sale survey.

Investigation and defence of claims - under Article 6(1)(f) GDPR, i.e. our legitimate interest of investigating and defending against claims.

Archiving - pursuant to Article 6(1)(f) of the GDPR, i.e. our legitimate interest which is the necessity to store evidence of our activities.

CATEGORIES OF PERSONAL DATA AND SOURCE OF PERSONAL DATA

The Controller processes the following personal data: name and surname, position, function, e-mail address, telephone number, business address and other data identifying the contracting party (if necessary for the conclusion and performance of the agreement). These data have been acquired directly from the data subjects or from public sources (relevant registers, websites, etc.) or provided by the contact persons indicated when concluding the agreement.

DATA RECIPIENTS, TRANSFER OF DATA OUTSIDE THE EEA

Anticipated recipients of personal data include: companies providing IT support to the controller, providers of electronic mail and other IT services, carriers, postal/courier operators, electronic payment processors, consultancy companies with which the controller cooperates, entities supporting the controller's marketing activities, entities authorised to receive personal data under applicable legislation and other entities that perform activities on behalf of the controller or provide the controller with services/goods necessary for the controller's business, as well as companies in the Monnoyeur group.

At a certain stage, personal data may be transferred to third countries (outside the EEA). The controller carries such tasks out on the basis of standard data protection clauses (Article 46(2) of the GDPR) and - where required - applies additional safeguards for the protection of personal data in accordance with the relevant standards, or provides another mechanism that is lawful and legitimises such transfers to third countries.

DATA RETENTION PERIOD

Your personal data processed in connection with the agreement concluded will be stored for the time necessary for the performance of the agreement, but no longer than the time necessary to assert claims under the agreement (maximum 10 years following the termination of the cooperation). For accounting purposes, data will be processed within 5 years of the end of the calendar year in which the event occurred. Personal data processed by us for marketing purposes shall be processed until the consent to the processing is withdrawn. Personal data held for archiving purposes will be retained for a period justified by law.

RIGHTS ASSIGNED

You have the right of access to your personal data, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability, the right to object on grounds relating to the specific situation of the data subject to processing on the basis of a legitimate interest (Article 6(1)(f) GDPR), and the right to withdraw your consent at any time (to the extent that it has been granted), without affecting the lawfulness of processing carried out on the basis of the consent before its withdrawal. You have the right to lodge a complaint with the competent supervision authority, in particular in the country of your habitual residence, your place of work or the place where the alleged infringement was committed. In Poland, the supervision authority is the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.

VOLUNTARY PROVISION OF DATA AND AUTOMATIC DECISIONS

The provision of data is voluntary, however, it is necessary for the conclusion of an agreement (contractual condition). In cases

indicated by law, the provision of the data is mandatory (e.g. for the purpose of issuing a VAT invoice). The provision of the data for marketing purposes is voluntary and failure to do so will prevent conducting marketing activities towards you. Your personal data will not be used for automated decisions or profiling.

18. Final provisions

18.1. The Parties shall submit any disputes arising out of the performance of the Agreement to the court having jurisdiction over the registered office of the Lessor.

18.2. To the extent not settled in the Agreement, the provisions of the Act on Civil Code shall apply.

18.3. Unless the Agreement provides otherwise, any amendments to the Agreement must be made in writing under the pain of their invalidity.

18.4. The Agreement has been drawn up in two counterparts, one for each Party.

18.5. For the avoidance of doubt, the phrase "termination" relating to the Lease Agreement as used herein shall include by its meaning the circumstance of withdrawal, termination and other forms of termination of the Lease Agreement, as well as the implied resignation of the Lessee from the Lease Agreement by omission (including silence) of the Lessee.

18.6. BM declares that it has the status of a large entrepreneur within the meaning of the Act on Prevention of Excessive Delays in Commercial Transactions of 8 March 2013 (Journal of Laws of 2019, item 118 as amended).

18.7. Should any provision of the Agreement prove invalid or ineffective, it is the intention of the Parties to maintain the validity and effectiveness of the remaining provisions of the Agreement. Moreover, the Parties shall use their reasonable endeavours to amend the invalid or ineffective provisions in such a way that the original intention of the Parties is expressed in the Agreement in a valid and effective manner, replacing the affected clause.

18.8. The relevant annexes shall form an integral part of the Agreement on a case by case basis, provided they are attached to the Order, e.g.: 18.8.1. Annex - Machine Specification, 18.8.2. Annex - Marketing Consent

18.9. The Parties may also use annexes other than those listed above which, once attached to the Order by mutual agreement, shall form an integral part of the Agreement.