

**GENERAL TERMS AND CONDITIONS OF RENTAL OF CONSTRUCTION MACHINERY**  
**ATLAS POLAND SP. Z O.O.**

**§1. Definitions**

Terms written with capital letters in the GT&CR (General Terms and Conditions of Rental) have the following meanings:

1. Lessor – Atlas Poland Sp. z o.o., ul. Kwarцова 3, 84-230 Rumia, registered in the National Court Register (KRS) by the District Court Gdańsk-North in Gdańsk under number KRS 328594, NIP 586-22-37-547, REGON: 220779869, share capital of 50,000 PLN fully paid;
2. Lessee – an entrepreneur who has entered into a Rental Agreement with the Lessor;
3. Machine or Rental Object – excavators, dump trucks, loaders, and other machines leased to the Lessee by the Lessor under the Rental Agreement;
4. Rental Agreement or Agreement – an agreement under which the Lessor provides the Lessee with a specified Machine for use for the period indicated in this agreement, and the Lessee is obliged to pay rent and perform other obligations mentioned in the Rental Agreement and GT&CR;
5. GT&CR – General Terms and Conditions of Rental of Construction Machinery Atlas Poland Sp. Z o.o.

**§2. General provisions**

1. The GT&CR apply to Rental Agreements concluded with the Lessee by Atlas Poland Sp. Z o.o. as the Lessor.
2. The GT&CR are an integral part of the Agreement. By signing the Agreement, the Lessee confirms that they have received the GT&CR and other annexes to the Agreement, has familiarized themselves with them, agrees to their content, and undertakes to comply with them.
3. In case of any contradictions between the Agreement and the GT&CR, the provisions of the Agreement shall apply.
4. Whenever the GT&CR refer to the "Agreement," it also includes the GT&CR.
5. Violation of the GT&CR is equivalent to a breach of the Rental Agreement.

**§3. Rental Object**

1. The specification (properties) of the Rental Object is defined by the Rental Agreement, offer, technical specification, or manufacturer's information.
2. The conclusion of the Rental Agreement means that the Lessee has familiarized themselves with the machine's specification and declares that the Machine is suitable for achieving the purpose specified in the Agreement or resulting from the circumstances or the usual purpose of the thing.
3. If the Machine is to have additional properties required by the Lessee or serve a purpose other than resulting from the circumstances or the usual purpose of the thing, this purpose and properties must be reserved in written form under penalty of nullity in the Rental Agreement.
4. If, after the conclusion of the Agreement, it turns out that the Machine, its equipment, or additional equipment is no longer produced or their installation in the Machine is not possible, either party may withdraw from the Agreement within a month from the date of delivery of the Machine. Other claims are excluded.
5. The Lessor has the right to replace the Machine with another one with the same technical parameters during the rental period.

**§4. Place and time of delivery and return of the Rental Object**

1. The time and place of delivery and return of the Machine are determined by the Agreement. Unless the Agreement states otherwise, the Machine will be returned to the Lessor's headquarters after the end of the lease, or if indicated by the Lessor to the Lessee - to another Lessor's facility.
2. If the Lessee delays in paying all or part of the rent, deposit, making or performing another payment or obligation, which according to the Agreement should be paid or performed before or on the day of delivery of the Rental Object, the delivery time of the Rental Object is extended by the period of this delay, and the Lessor may withhold delivery until the payment is settled.
3. If the delivery time has not been specified or met, the Lessee may call upon the Lessor to deliver the Machine within a specified period not shorter than 6 weeks under the threat of withdrawing from the Agreement; other claims are excluded.
4. Delivery of the Machine to the place of delivery specified in the Agreement is at the Lessee's expense. Any further transport of the Machine from the place of delivery to the place where it is to be used, as well as the transport of the Machine after the end of the lease to the place of return, is ensured and conducted by the Lessee at their own expense, including insuring the Machine during transport at their own expense.
5. Regardless of which party transports the Machine, loading and unloading of the Machine from the means of transport at the place of delivery, return, and at any other place where the Machine is used, along with the necessary equipment and an operator with appropriate permissions, is ensured and conducted by the Lessee at their own expense.
6. The Lessee shall return the Machine to the Lessor on the day of termination, withdrawal, or expiration of the Agreement, and in case of violating this deadline, shall pay the Lessor a contractual penalty in the amount of double the daily rental rate for each day of delay. If the amount of damage is higher than the stipulated contractual penalty, the Lessor may seek compensation on general terms.
7. Provisions regarding the return of the Machine remain in force despite withdrawal from the Agreement.

**§5. Delivery and Return of the Rental Object**

1. The person authorized by the Lessee to receive the Machine is an employee or another person acting on behalf of the Lessee at the place of delivery of the Rental Object.
2. The delivery of the Machine is confirmed by a handover protocol prepared at the place and time of delivery of the Machine. Each Party is obliged to sign the protocol. In the event that the Machine is actually delivered, and the Lessee does not sign the protocol (does not show up at the place of delivery or refuses to sign the protocol contrary to the Agreement or avoids

signing), the Lessor is entitled to unilaterally prepare the protocol. These provisions apply accordingly to the return of the Machine to the Lessor.

3. The Lessee is obliged to inspect the Machine at the time of delivery. If it has any defects for which the Lessor is responsible, the Lessee will accept the Machine and report the defects in the handover protocol at the time of its preparation in written form under penalty of nullity, and the Lessor will remove the defects within the time and on the terms specified in the GT&CR for repairs of the Machine, subject to §3 par. 4 of the GT&CR.
4. Unless the protocol states otherwise, it is assumed that the Machine was delivered to the Lessee in a condition fit for use, clean, free from defects, and fully fueled.
5. In the event that, despite the readiness of the Lessor, the Lessee does not take delivery of the Machine within the delivery period, the Lessor has the right to charge the Lessee for the costs of transport, storage, insurance, and surveillance of the Machine for the period after the Lessee failed to take delivery. In such a case, the Lessee is obliged to collect the Machine from the Lessor at their own expense at the location where it is located.
6. In the event of termination, expiration, or withdrawal from the Agreement, the Lessee is obliged to return the Machine to the Lessor in an undeteriorated condition (taking into account normal wear and tear resulting from proper use), free from defects, undamaged, clean inside and out, and fully fueled. If the Machine is returned in an improper condition, the Lessee will cover the Lessor's costs of restoring the Machine to the condition compliant with the Agreement according to the Lessor's current prices (including labor rates and service travel, prices of spare parts, costs of specialized subcontractor services), and all other damages on general terms (including lost rent due to the impossibility of further renting the Machine), and in particular will pay: (i) costs of repair or replacement of damaged or destroyed parts of the Machine, including tires, (ii) costs of cleaning the Machine by a specialized company, (iii) costs of refueling. This provision remains in force despite withdrawal from the Agreement.

**§6. Rental Cost, Payment Terms, and Other Settlements**

1. The rental rent and its payment deadlines are defined by the Rental Agreement, and if not indicated there - by the VAT invoice or the current price list of the Lessor.
2. To the rental rates indicated in the Agreement, invoice, or price list, the value-added tax (VAT) must be added according to the rate resulting from the applicable legal regulations. In the event of a change in the VAT rate after the conclusion of the Agreement, the Lessee is obliged to pay the current rate of this tax.
3. The rent is payable monthly, in advance for a given month, and if the rental period is shorter than a month - in advance for the entire period of the rental before the delivery of the Machine.
4. The rent is due in full even if the Machine did not operate in a given month of rental for reasons not attributable to the Lessor.
5. The rent does not include the costs of insurance, transport, loading, unloading, repairs, and other charges which, according to the Agreement, are borne by the Lessee.
6. The rent payment is made by transfer to the bank account of the Lessor indicated in the Rental Agreement or invoice.
7. If the rent has been determined in the Rental Agreement in a foreign currency, the net amount of the rent should be paid in that foreign currency, and the amount of VAT in Polish currency (after conversion in the manner specified by legal regulations).
8. Moreover, if the rent has been determined in a foreign currency, the Lessee has the right to pay the entire rent in Polish currency calculated at the exchange rate of selling this currency, announced on the day of issuing the VAT invoice or proforma invoice by the bank holding the Lessor's account in this currency.
9. If the rent has been determined in a foreign currency, contractual penalties and any compensation due to the Lessor are payable in the same currency, unless these liabilities were incurred by the Lessor in Polish currency.
10. If, according to the Agreement, the Lessee has paid a deposit, it will be returned to them after the return of the Machine and deduction of all claims entitled to the Lessor against the Lessee. The deposit does not bear interest.

**§7. Conditions of Use of the Rental Object**

1. The Lessee is obliged to complete and obtain at their own expense all formalities related to the authorization of the Machine for use, including procedures, examinations, tests, acceptances, decisions, permits, or other documents.
2. The Machine should be used with due care and attention, in a manner corresponding to its properties and usual purpose. In particular, the Lessee is obliged to: (i) use the Machine in accordance with the rules, conditions, and parameters specified in the technical specification and operating instructions, (ii) adhere to the maintenance and periodic inspection conditions, (iii) perform necessary maintenance and service works according to the daily operating instructions, (iv) keep the Machine clean (including all information, instructions, signs, etc. placed on/in the Machine), (v) ensure that the Machine is operated only by qualified and trained Lessee's employees who have the appropriate permissions, (vi) fill out the Machine's daily operation book provided by the Lessor every day, (vii) in no case use the Machine for towing wagons. In case of doubts related to the manner or conditions of using the Machine, especially in situations not sufficiently discussed in the operating instructions, the Lessee is obliged to seek advice or information from the Lessor.
3. The Lessee is obliged to send the Lessor in writing or by email information about the number of hours the Machine worked in a given month, at the end of each rental month, and if the rental period is shorter than a month, to provide this information at the end of the Agreement. If this obligation is neglected, it is assumed that the Machine worked 8 hours a day; however, if it turns out that the actual number of hours worked was higher, the higher value is assumed.
4. The Lessee is obliged to use the Machine at the location specified in the Agreement, and if this location has not been specified, at the location where the Machine was delivered to them. The Lessee may change the place of use of the Machine with the consent of the Lessor. The transport and insurance of the Machine, as well as all other activities related to changing its place of use, are carried out by the Lessee at their own expense.
5. The Lessee undertakes to adequately secure the Machine, not expose it to destruction, loss, or damage, and store it on a 24-hour guarded, fenced, and illuminated area.

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6. The Lessee is obliged to have civil liability insurance related to their business activities, owned property, and rented property for an amount not lower than the value of the Machine, and to pay for and maintain it continuously at their own expense from the moment of concluding the Rental Agreement until the return of the Machine to the Lessor. Upon request of the Lessor, the Lessee shall provide them with a copy of the insurance contract and proof of premium payment.
7. If the Lessor has insured the Machine against all risks, the Lessee, in addition to the obligation to pay the rent, will reimburse the Lessor for the cost of this insurance for the period from the day the Machine was delivered to the Lessee until the day of its return.
8. The Lessee is obliged to use the Machine in accordance with the conditions of the insurance agreements concluded by the Lessee and the Lessor.
9. The Lessee is obliged to immediately inform the Lessor about any damages to the Machine (including its loss, damage, destruction) and provide all related information and documents.
10. Without the consent of the Lessor, the Lessee has no right to sublease or give the Machine for free use to a third party.
11. The Lessor has the right at any time to inspect the condition of the Machine and the place and manner of its use by the Lessee or to request information on this matter, and the Lessee shall immediately provide the Machine for this purpose and answer questions. Moreover, upon the request of the Lessor, the Lessee is obliged to immediately provide them with surveillance footage from the site where the Machine operates and the storage location.
12. The Lessor may install a camera in the Machine to record video; the Lessee will ensure that its lens remains clean and not covered. If due to the manner or place of use of the Machine, video recording requires the consent of another person or entity, the Lessee will obtain it at their own cost and risk; failure to obtain the required consent cannot be a basis for liability or claims against the Lessor or be treated as non-performance of the contract, a defect of the Machine, or a reason for termination of this Agreement by the Lessee.

#### §8. Maintenance, Repairs, and Inspections of the Machine

1. The Lessee bears all costs associated with the use and operation of the Machine, including the costs of consumables and daily service.
2. The Lessee is obliged to notify the Lessor of the need to perform a periodic inspection of the Machine at least a week before the deadline resulting from the operating instructions and the state of the Machine's mileage. The Lessor performs periodic inspections for a fee, in accordance with the Lessor's current prices. If a repair is necessary during or as a result of the inspection, the provisions of the Agreement regarding the Machine's repairs apply accordingly.
3. The Lessee is obliged to immediately inform the Lessor about any defects of the Machine (including malfunctions, breakdowns, improper operation).
4. The Lessee is obliged to make the Machine available to the Lessor for repair/inspection at the place of its use specified in the Agreement; if the Machine is located elsewhere, the Lessor has the right to refuse repair/inspection or demand reimbursement of travel costs according to the current rate of the Lessor's service.
5. The Lessor is obliged to perform repairs of the Machine consisting of removing defects arising from reasons inherent in the Machine, which prevent the Lessee from using the Machine.
6. If a defect, including a malfunction, breakdown, or improper operation of the Machine, results from its improper use (in particular towing by the Machine of wagons) or other reasons for which the Lessee is responsible, the Lessee bears all resulting costs, including the costs of paid repair in accordance with the Lessor's current prices, in particular the costs of travel and labor of the service, spare parts, services of specialized subcontractors, costs of transporting the Machine to the Lessor's workshop. The Lessor may also refuse to perform such a repair without any consequences or make its performance or continuation dependent on the Lessee's advance payment for this service.
7. The Lessee makes a report of the defect or inspection of the Machine ("Service Order"). The person authorized to submit the Service Order is an employee or another person making the report on behalf of the Lessee. Service Orders should be reported to the Lessor on working days from Mon. to Fri. between 8:00 AM and 4:00 PM and sent in writing or by email to: najem@atlas-poland.pl. In the Service Order, the Lessee is obliged to provide the name, type, and factory number of the Machine, the number of hours it has worked, a description of the symptoms of the defect, the circumstances of its occurrence, the Machine's location, and upon the Lessor's request, attach a photograph of the damaged part or provide other information requested by them. If the Service Order does not meet these conditions or concerns defects not covered by the repair obligation, the Lessor is not obliged to perform the repair or inspection.
8. The removal of a defect in the Machine by the Lessor consists solely of repairing the Machine; other claims are excluded. The repair is carried out within a timeframe that takes into account the nature and circumstances of the repair, including the type of defect, the need to determine its causes, the place and time of travel, the availability of service technicians, the time of ordering and delivery of spare parts, the labor intensity of the repair/inspection, transport of the Machine, performing all or part of the repair by a specialized subcontractor or manufacturer, and other objective factors; this period may be longer than one month.
9. In the case of a defect of the Machine mentioned in par. 5, the Lessee is entitled to a reduction in rent for the period from the day of reporting the defect in the manner specified in par. 7 to the day of its removal; in other cases, a reduction in rent is not granted.
10. Any liability of the Lessor for defects in the Machine, non-performance, or improper performance of repair/inspection is limited to the Lessee's right to a reduction in rent in the situation described in par. 9; other claims are excluded.
11. Without the consent of the Lessor, the Lessee has no right to carry out any repairs or interventions in the Machine, and the only person authorized to repair and inspect is the Lessor and specialized subcontractors acting on his behalf.

12. The Lessee has no right to reimbursement for expenditures made on the Machine or their equivalent, unless they received the Lessor's consent for such reimbursement or payment of the equivalent before making them.

#### §9. Termination and Withdrawal from the Agreement

1. Regardless of other cases indicated in the Agreement or legal regulations, the Lessor has the right to terminate the Agreement without notice (with immediate effect) if the Lessee:
  - delays the payment of the whole or part of the rent for even one payment period by more than 7 days,
  - uses the Machine contrary to the Agreement, its properties, or intended use, especially for towing wagons,
  - makes repairs or interventions in the Machine without the consent of the Lessor,
  - does not make the Machine available to the Lessor for examination, repair, or inspection, or does not provide information about the condition of the Machine, the number of engine hours, location or manner of its use, defects, or damages,
  - causes or exposes the Machine to destruction, loss, or damage or stores it in an unfenced, unlit, or unguarded place, or breaches the obligation to ensure that the lens of the camera installed in the machine remains clean and unobstructed,
  - changes the place of use of the Machine without the consent of the Lessor,
  - subleases the Machine or gives it for free use to a third party,
  - fails to maintain the required insurance or to present proof of the insurance contract or payment of the premium,
  - fails to perform other obligations arising from the Agreement or GT&CR and does not remedy the breach, despite the Lessor's demand.
2. The Lessee may terminate the Agreement without notice if the Machine has defects that prevent its use, and the Lessor has not removed them within the period specified in the GT&CR, despite receiving a demand from the Lessee and setting an additional deadline for removing the defect not shorter than one month. However, the Lessee cannot terminate the Agreement due to failure to remove the defect if the Lessor provided a replacement machine.
3. In the event of termination, expiration, or withdrawal from the Agreement for reasons attributable to the Lessee, the Lessee is obliged to pay a contractual penalty in the amount of three months' rent. If the amount of damage is higher than the stipulated contractual penalty, the Lessor may seek compensation on general terms, including the costs associated with finding a new lessee, compensation in the form of lost rent for the period between termination, expiration, or withdrawal from the Agreement and finding a new lessee, compensation for the difference in rent if the new lessee pays a lower amount, however not longer than for the period until the end of the original rental period indicated in the Agreement, which would last if the termination, expiration, or withdrawal from the contract had not occurred.

#### §10. Liability

1. The Lessee is liable to the Lessor on general terms for all damages caused, including damages to the Machine. The Lessee is also liable for any damages caused by the Machine to third parties.
2. If the Lessee fails to perform or improperly performs their non-monetary obligations arising from the Agreement or legal regulations, the Lessor may, while maintaining the claim for damage repair, perform the action at the Lessee's cost and risk without court authorization (substitute performance), and also charge the Lessee with the resulting costs, including travel and labor according to the current rates of the Lessor's service.
3. If the Lessor incurred costs that, according to the Agreement, were to be borne by the Lessee, the Lessee is obliged to reimburse them to the Lessor.
4. The Lessor is not liable for non-performance or improper performance of the Agreement due to circumstances not attributable to them, force majeure, government orders, strike, or downtime at the Machine manufacturer.
5. The Lessor is not liable to the Lessee for lost profits, losses, indirect damages, or downtime.
6. If the Agreement or GT&CR provides for the Lessee's obligation to pay contractual penalties, and the amount of damage is higher than the stipulated penalty, the Lessor has the right to seek compensation on general terms.
7. Limitations and exclusions of the Parties' liability do not apply to damages caused intentionally.
8. Provisions regarding contractual penalties, for which the Lessee is obliged to pay, and the principles of the Parties' liability remain in force despite the resolution, expiration, or withdrawal from the Agreement.

#### §11. Final Provisions

1. Whenever the Agreement or GT&CR requires obtaining the Lessor's consent, it must be granted in writing or by email under penalty of nullity and obtained by the Lessee before undertaking the action to which the consent relates.
2. The Parties are obliged to inform each other about changes of addresses and email addresses, under penalty of considering correspondence as effectively delivered to the previous address.
3. Amendments or changes to the Agreement, including the GT&CR, require written form under penalty of nullity.
4. The Agreement and GT&CR are governed by Polish law. Matters not regulated in the Agreement and GT&CR are subject to the applicable legal provisions.
5. Disputes arising from the Rental Agreement and GT&CR will be settled by the competent court local to the Lessor's headquarters.
6. Attachments to the Agreement form an integral part of it. In case of inconsistencies between the Agreement and the attachments, the provisions of the Agreement apply.

President of the Management Board, Matthias Füllner

Rumia, dated 17.09.2019r.