

1. Basic Provisions

- 1.1 These General Terms of Rental ("GTR") of the Lessor in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code (the "Civil Code"), apply to an obligation arising as a consequence of a rental contract concluded with Zeppelin CZ s.r.o., registered number: 18627226, file ref.: C 2346, registered with the Municipal Court in Prague (the "Lessor").
- 1.2 With respect to contracts binding to long-term and repeated performance of the same kind, the Lessor is entitled to change the GTR to a reasonable extent within the meaning of Article 1752(1) of the Civil Code. Such a change must be notified to the Lessee in writing or by e-mail; in case of disagreement with the change to the GTR, the Lessee is entitled to terminate the rental contract under the terms of Article 11.2 of the GTR.
- 1.3 All offers made by the Lessor until the signature of the relevant rental or similar contract are non-binding. Technical data, operating costs, consumption, weight, dimensions, images, etc. are only approximate, unless they are expressly confirmed by the Lessor in writing.
- ### 2. Terms
- 2.1 The Lessor is a company that is either the owner of the equipment and rents out the equipment or is the lessee of the equipment and sublets it, where the equipment is owned by a third party that has expressly agreed to the conclusion of a contract.
- 2.2 The Lessee is a legal entity or natural person that rents movables for their short-term or long-term use from the Lessor.
- 2.3 A movable ("Equipment") is a work device, including exchangeable work tools, accessories or consumables and replacement operating refills stated in the technical specifications of the Equipment in a rental contract and in a conveyance protocol.
- 2.4 The rent is a financial payment that the Lessee undertakes to make to the Lessor for the rental of the Equipment in accordance with a rental contract. A tax document is payable within 14 days of issue, unless agreed otherwise in the rental contract. The amount of rent is set in the rental contract.
- 2.5 The rental contract is a contract that is concluded in writing between the Lessor and the Lessee for the purpose of the temporary rental of Equipment to the Lessee for a fee. Changes and modifications to the rental contract can be made in the form of a written or oral amendment, where in the case of oral form it applies that with the exception of the rental term all the terms of rental remain the same. These GTR can be applied also to a contract on lending or similar contractual type. In such case the GTR's provisions apply to the relevant contractual type as appropriate.
- ### 3. Start of Rental and Handover of Equipment to Lessee
- 3.1 The Lessor will hand the Equipment defined in the rental contract, including its accessories, over to the Lessee or a person authorised thereto by the Lessor.
- 3.2 The rental shall be understood to start upon the acceptance of the Equipment by the Lessee, which the contractual parties are obligated to confirm in a conveyance protocol signed by an authorised person. A conveyance protocol contains other information about the Equipment, such as the Equipment's serial number, the number of motor hours ("mth"), a description of the technical condition, specifications of lubricants, refills, etc. At the same time as the Equipment, the Lessee will accept a user manual, an operating log for the machinery and other accessories and documents designated by the Lessor for the operation of the specific type of Equipment. Unless the rental contract provides otherwise, the Equipment is handed over at the branch of the Lessor where the Equipment is stored. All costs for transporting Equipment to the Equipment's place of use from the place of the Lessor's branch and back are paid by the Lessee, unless it arranges transport itself using its own means of transport. Unless agreed otherwise, it applies that the costs of transporting Equipment from and to the place of the Lessor's branch are CZK 50/km and transport is arranged through third parties.
- 3.3 The Lessee is obligated to state in the rental contract or the handover record the place where the Equipment will be operated; the use of the Equipment for work within 20 km of this place is permitted without prior notification to the Lessor. Movement by more than 20 km or outside the territory of the Czech Republic must be notified by the Lessee to the Lessor in writing and such instruction is subject to the Lessor's consent in the form of a written amendment to the rental contract.
- 3.4 The Lessee is obligated to state in the conveyance protocol the name and communication details of its responsible worker who is obligated to supervise the Equipment. This worker is obligated to know the current technical state of Equipment, the precise place of its use, including communication details for the operator, and to communicate such information to the Lessor. Liability for the Equipment is transferred to the Lessee from the moment of actual handover of the Equipment.
- ### 4. Operation of Equipment
- 4.1 The Lessee pays for the consumption of fuel and additives (hereinafter "Fuel") from its own funds, as well as exchanges of oil and filters outside the regular service intervals for the machinery, coolants for ordinary topping-up (not exchanges), fluids for windshield washers and washing of the Equipment, as well as rapidly worn parts (teeth, blades, telescopic abrasion boards and moving parts of the Equipment, etc.), unless the contract provides otherwise. In the event of cutting, puncturing or destruction, and also in the event of extreme wear and tear on tyres or rubber tracks over the framework of usual wear and tear in ordinary working conditions (set out by the tyre manufacturer's tables), the Tenant is obliged to pay the value of the tyres or rubber tracks in accordance with the type of damage. The current price list for items is available at each branch of the Lessor. The Lessee is obligated to return the Equipment with a full fuel tank.
- 4.2 The Lessee is not permitted to overburden the Equipment over the extent of the permitted technical parameters or to alter the exterior or interior of the Equipment, non-compliance with these prohibitions, the Lessee will pay the costs of returning the Equipment to its original state in full.
- 4.3 The Lessee cannot, without the Lessor's consent, interfere with the Equipment's structure in any way. Any use of non-standard type additional equipment or equipment not approved by the Lessor is prohibited.
- 4.4 The Lessee is not entitled to alter the mth counter in the Equipment in any way. The Lessee is obligated to immediately notify the Lessor of a defect in the mth counter, specifying the counter reading and the time the defect occurred.
- 4.5 Operation of Equipment and the prescribed maintenance actions can only be performed by qualified workers of the Lessee and are trained in accordance with the standards and regulations related to the type of Equipment and its operation, work safety, work hygiene and other regulations that could be applied with regard to the character of the Equipment and its operation. In the event that specific authorisations are prescribed by a state body for work with the Equipment, the Lessee is obligated to ensure that workers operating the Equipment have all the necessary and valid authorisations and are trained by the Lessor when the Equipment is handed over for rental.
- 4.6 The Lessee cannot permit handling of Equipment by workers different to those specified in the handover record or those whose identity was subsequently notified to the Lessor. The Lessee will request an expansion of the number of authorised workers in writing and in the form of a request for consent in accordance with the requirements specified in Section 4.5.
- 4.7 The Lessee is entitled, for the entire duration of the rental, to comply with the instructions and perform the actions described in the user manual and it is obligated, at the Lessor's request, to make the Equipment available for a check. The Lessor's service technician is entitled to make random checks on the state of maintenance in the place Equipment is used.
- 4.8 The Equipment can be operated by the Lessee only to the extent of the mth stated in the rental contract. Each mth worked over this set limit shall be paid for by the Lessee to the Lessor in accordance with the rate for over-the-limit mth, which is set in the rental contract. The Lessee undertakes to regularly monitor the mth counter and, in the event the mth limit value is exceeded at each individual date set in the rental contract, it is obligated to notify the Lessor of such fact, specifying the number of over-the-limit mth.
- ### 5. Maintenance and Repairs of Equipment
- 5.1 The Lessee is obligated to ensure that there is no excessive wear and tear or destruction of Equipment. The Lessee cannot itself disassemble or repair the Equipment or part thereof, unless it agrees otherwise with the Lessor.
- 5.2 The Lessee is obligated to regularly check the state and temperature of the operating fluids, in particular the engine and hydraulic oil and lubrication of the Equipment, the effectiveness of the brakes, the state of the tyres and their inflation to the required pressure. In the event of a natural fall in engine oil, it is obligated, at its own expense, to top up the quantity of the lubricant prescribed by the Lessor.
- 5.3 The Lessee is obligated, at the set dates stated in the conveyance protocol or operating manual and set out by the total number of mth worked, to notify the Lessor of the necessity of performing a regular control inspection and planned maintenance. The cleaned Equipment will be brought, at the Lessee's expense, to a pre-agreed hardened site. Work of a mechanic during a regular control inspection is included in the rent.
- 5.4 In the event of damage to the seal on the mth counter or another defect, the Lessee is obligated to promptly report the defect in writing to the Lessor and bring the Equipment to an accessible place to ensure a repair or sealing.
- 5.5 The Lessee is obligated to promptly report any defect of the Equipment to the Lessor in writing or by e-mail, at the contact address stated in the contract. If a report is made orally, the Lessee is, within 24 hours of the telephone report, obligated to confirm it in writing, where it will state a brief description of the defect. If the causes of the defect are not attributable to the Lessee, the rent for the Equipment will be reduced by a proportion that corresponds to the proportion of the days on which it was not possible to use the Equipment, given the total number of days or hours of rental in the calendar month.
- 5.6 During the rental term, the Lessee is obligated to responsibly perform all ordinary maintenance actions set out in the operating and maintenance manual for the Equipment and precisely comply with the set deadlines. In the event the Lessee does not perform the prescribed maintenance tasks for the Equipment, the Lessor can immediately terminate the rental contract, under the conditions stated in the rental contract and these GTR.
- ### 6. Rent
- 6.1 Rent, including the conditions for payment, is set out in the rental contract. Payment for over-the-limit mth worked by Equipment will be paid for by the Lessee based on the mth actually worked over the limit, as ascertained by the Lessor. The Lessee agrees that tax documents will be sent electronically to the contact address stated in the rental contract.
- 6.2 Rent is calculated in accordance with the actual period (days) during which the Lessee is entitled, in accordance with the rental contract, to use of the Equipment itself or through a third party.
- 6.3 The Lessor reserves the right to bill the Lessee for any other financial claims that arise after the signature of the rental contract based on amendments or the passage of new legal regulations (e.g. alterations to customs charges, taxes, import surcharges, etc.). Such a change must be notified to the Lessee in writing or by e-mail; in case of disagreement with a billing, the Lessee is entitled to terminate the rental contract within 14 days of the day of notification of the change under the terms of Article 11.2 of the GTR.
- ### 7. Payment of Rent
- 7.1 In the event of a delay by the Lessee paying rent, making a payment for over-the-limit mth hours worked or paying other receivables of the Lessor, for example for repairs, maintenance of Equipment or a contractual fine, the Lessee is obliged to pay contractual default interest totalling 0.05% per day on the unpaid amount for each day of delay. In addition to the default interest, the Lessor may claim the full amount of damages.
- 7.2 A delay by the Lessee paying any due pecuniary receivable of the Lessor from the Lessee entitles the Lessor to stop further performance of any contractual duty. Resumption of the performance of the contract requires full settlement of past due receivables or provision of additional security as required by the Lessor.
- 7.3 The Lessee is not entitled to set off or due receivable it has from the Lessor against a receivable of the Lessor from the Lessee that is not yet due and it is not entitled to assign any rights and duties under the rental contract to a third party without the Lessor's prior written consent.
- 7.4 Payments of rent in accordance with Section 1957(1) of the Civil Code are made by bank transfer in the currency of the rental contract or through a payment in cash, if this is permitted by generally binding legal regulations. In the case of a cashless payment, the due date shall be complied with if the relevant amount is credited to the payee's account not later than on the due date. Tax documents (invoices) issued by means of collective data processing need not contain the issuer's stamp and signature.
- 7.5 The Lessee is entitled to use the Equipment for the period stipulated in the rental contract. The non-return of the Equipment as of the day of termination of the rental is regarded as the unauthorised use of the Equipment and the Lessor is, during the per-

iod of unauthorised use of the Equipment, entitled to request the surrender of unreasonable enrichment corresponding to the rent originally set in the rental contract.

8. Lessee's Right and Duties

- 8.1 The Lessee cannot remove or cover the identification characteristics of the manufacturer of the Equipment or the Lessor (Zeppelin CZ s.r.o.) located on the Equipment. The Lessee is obligated to notify the Lessor immediately of any unauthorised handling of the Equipment, in writing or by e-mail.
- 8.2 The Lessee undertakes that during the rental term it will not conclude a contract (e.g. a sublease, sale, service, etc. contract) with a third party concerning the Equipment, with the exception of an insurance contract and other contracts expressly approved by the Lessor in advance. The Lessee may not make the Equipment the subject of a gratuitous loan or borrowing or pledge it. All such arrangements with a third party are invalid and the Lessee bears full liability for any damage arising.
- 8.3 The Lessee is obliged to return the Equipment rented under a record in the same technical condition (except reasonable wear and tear) and by the deadline, place and time agreed in the rental contract. Reasonable wear and tear does not mean a worsening of the state of equipment caused by incorrect handling or non-compliance with the prescribed maintenance. When Equipment is handed over an inspection of it will be performed.
- 8.4 The handover record on the return of Equipment contains data about the Equipment and accessories returned, e.g. the serial number of the Equipment, the mth reading, the fuel status and a description of the technical condition. A conveyance protocol will be signed by the authorised representatives of the Lessor and the Lessee. If the Lessee refuses to sign the conveyance protocol or does not attend a handover, only the Lessor or a person authorised thereby will sign the protocol.
- 8.5 The Lessor shall not be liable for any delay in performing the rental contract resulting from any actions taken by third parties, states or supranational organizations in case of epidemic and pandemic and the economic consequences of such measures such as lockdowns, production restrictions, insolvency, strikes, etc. both on part of the Lessor and its suppliers.
- ### 9. Lessor's Rights and Duties
- 9.1 The Lessor is not liable for damage or destruction of the Equipment after its handover to the Lessee and is not obliged to provide it with a replacement for the period during which the Lessee cannot use the Equipment as a consequence of its actions or omissions. This is without prejudice to the provisions on rent.
- 9.2 By signing the rental contract, the Lessor and the Lessee confirm that, with the exception of detriment caused intentionally or due to gross negligence, they exclude the duty to compensate for detriment on the Lessor's part under Section 2898 of the Civil Code, including detriment caused by a defect in the Equipment or other legal fact and also any warranty for the quality of the Equipment.
- 9.3 The Lessor can request the return of the rented Equipment even before the end of the agreed rental term, if the Lessee uses the Equipment in conflict with the contracted purpose or in a manner that leads to a risk of damage to the Equipment.
- 9.4 The Lessor is entitled to perform checks at the Lessee's place of business without prior notification, for the purpose of checking the use of the Equipment by the Lessee.
- ### 10. Damage to Equipment
- 10.1 The Lessor is obliged to protect the rented Equipment from damage, loss and destruction. The Lessee is fully liable for the loss, damage or destruction of Equipment for the period for which the Lessee actually has the Equipment at its disposal. The Lessee accepts full liability for damage, loss or destruction of any third-party property that occurs due to the operation of the Equipment, as well as the injury or death of anyone, if it occurs in connection with the use of the Equipment or its operation.
- 10.2 In the event the Lessee causes damage to the Equipment or is liable for damage caused, the Lessor will make a repair to the Equipment at the Lessee's expense, provided, upon the return of the Equipment, its repair is agreed by the Lessor and the Lessee through the Lessor's service centre or the value of the damaged Equipment or part thereof is billed.
- 10.3 Any loss or other receivable of the Lessee, in the event of an accident, loss or damage that occurs in connection with or as a consequence of usage of the Equipment or for another cause in connection with the operation of the Equipment, promptly after it is ascertained. This information must be confirmed in writing to the Lessor within 24 hours of being ascertained and the contractual parties subsequently undertake to draft a damage record about the damage suffered by the rented Equipment.
- 10.4 If Equipment is dirtied in a manner that does not correspond to ordinary use, the Lessor is entitled to reimbursement of the costs related to cleaning or disinfection. The current price list is available at each branch of the Lessor.
- 10.5 Any losses and detriment of the Lessee in accordance with the aforementioned points will not influence the Lessee's duty to pay rent.
- ### 11. Rental Term and Termination
- 11.1 The rental term of Equipment is understood to mean the time period stated in the rental contract, which includes the time for transport there and back of the Equipment from/to the Lessor's branch, as well as the periods of repairs to the Equipment that are demonstrably due to the Lessee.
- 11.2 If the rental contract is concluded for an unlimited term, it can be terminated at any time by a contractual party with 30 days' notice from the day of delivery of a notification of amendment to the GTR under Article 1.2 of the GTR. Notice must be given in writing or by e-mail where the notice term is 3 calendar days and starts to run on the day following the delivery of notice.
- 11.3 The rental contract can be terminated with immediate effect also by withdrawal from the contract. A reason for withdrawal is the fact that an insolvency court has issued a decision on insolvency or risk of insolvency regarding the Lessee's assets under Act No. 182/2006 Coll., or another decision on a declaration of insolvency, or an application for a declaration or insolvency was rejected for a lack of assets, or a decision on the winding up of the Lessee without liquidation was taken.
- 11.4 The Lessor is entitled to terminate the rental contract also in the event of a breach of the Lessee's duties. In the event that a breach of the Lessee's duties can be corrected, but the Lessee does not do so even after receiving a request for correction, during the rental term, the Lessor is entitled to terminate the rental contract with immediate effect. If a breach of duties cannot, in the Lessor's opinion, be corrected or if it is a material breach of duties, the Lessor is entitled to terminate the contract without an additional period for a remedy. Notice can be given in writing, where its effects occur on the day of delivery to the Lessee.
- 11.5 In the event of a delay setting any pecuniary duty, the Lessor is not obligated to set an additional period for performance and has the right to terminate the rental contract by notice after five calendar days of delay. Such delay is regarded as being a material breach of the rental contract. A repeat delay by the Lessee making a payment of rent or rate for over-the-limit mth worked or other receivables of the Lessor, the use of the Equipment in conflict with the rental contract or the conclusion of any contract with a third party that concerns the rented Equipment is regarded as a material breach of the provisions of the rental contract, unless these GTR provide otherwise. If the rental contract is terminated by immediate notice due to a breach of the provisions of the rental contract, the Lessee is obligated to pay the Lessor all costs and damage arising in connection with the Lessee's actions or inaction, in particular:
- Rent for rental until the day the rental contract is terminated by immediate notice;
 - All expenses and costs related to the termination of the rental contract, e.g. costs of transport from the place of use to the place of conclusion of the rental contract, costs of repairing the Equipment in the event it is damaged or costs related to the return of the Equipment to a state corresponding to ordinary wear and tear in the event of excessive wear and tear by the Lessee;
 - All damage suffered by the Lessor as a consequence of the premature termination of validity of the rental contract.
- 11.6 In the event of a material breach of the rental contract or the vain expiry of an additional period for performance in the case of a non-material breach of the rental contract, the Lessee is obligated to pay the Lessor a contractual fine totalling the agreed rent for the period from the date of a material breach of the rental contract or the vain expiry of the additional period for performance in the event of a non-material breach of the rental contract until the end of the original rental term.
- 11.7 In the event the Equipment is not returned with a full fuel tank, the Lessee is obligated to pay the Lessor the price of fuel in accordance with the Lessor's price list as of the day the Equipment is returned.
- 11.8 In the event of the non-return of the Equipment as of the day of termination of the rental, the Lessor is entitled to charge a contractual fine totalling CZK 50,000, if the amount of monthly rent exceeds CZK 20,000 and a contractual fine in the amount of CZK 15,000 in other cases. This provision applies also in the event that for a reason attributable to the Lessee it is not possible to relocate the Equipment in full and on time to the place of handover to the Lessor. It is expressly stipulated that the Lessor is entitled to compensation for damage arising from a breach of an obligation to which a contractual fine applies.
- 11.9 The Lessee is obligated to pay any contractual fine within 14 calendar days after the Lessor's request for payment thereof to the bank account specified in such request.
- 11.10 The rental will not terminate for reasons other than those specified above.
- ### 12. Protection of Personal Data and Other Data
- 12.1 The contract between the Lessee and the Lessor represents the legal grounds for gathering, storing and processing personal data by the Lessor in accordance with Section 61(1)(b) and (c) of the General Data Protection Regulation, No 2016/679 (GDPR).
- 12.2 Personal data about the Lessee are processed to the extent necessary for the purpose of performance under the contract concluded between the Lessee and the Lessor. Information about the protection of personal data can be found at the Lessor's website: www.zeppelin.cz.
- 12.3 The Lessor, in order to improve its services, will perform research into satisfaction with the Lessor's services and monitor the operation and movement of Equipment through technology for remote machinery monitoring. The results of research and monitoring are used by the Lessor and handed over together with trading names, contact persons and addresses to Caterpillar Inc. (CAT) in the USA.
- ### 13. Concluding Provisions
- 13.1 All notifications, proposals and requests, as well as other statements in accordance with the rental contract are effective at the moment of delivery to the recipient at the address stated in the rental contract. Documents are regarded as delivered if they are accepted by the addressee or returned to the sender as undeliverable and the addressee, through its action or failure to act, frustrated the delivery of the document. The effects of delivery occur even in the event the addressee refused to take delivery of a document. All notifications, requests, applications or other statements required by the rental contract must be made in writing and must be (i) delivered in person or (ii) sent by registered letter or (iii) sent by e-mail addressed to the other contractual party at the e-mail address stated in the rental contract.
- 13.2 Any relations not addressed by these GTR will be governed by the rental contract executed between the Lessor and the Lessee and by the provisions of the Civil Code, as amended.
- 13.3 By signing the rental contract, both the Lessor and the Lessee express their consent with these GTR and undertake to comply with them.
- 13.4 The provisions on change of circumstances contained in Sections 1765-1766 of the Civil Code and Sections 1798-1800 of the Civil Code do not apply to the obligation between the Lessor and the Lessee. The content of the rental contract is regarded as confidential and cannot be disclosed to third parties, unless a generally binding legal regulation indicates that it should be published.
- 13.5 The law of the Czech Republic applies to all contractual and extracontractual relations between the Lessor and the Lessee.
- 13.6 All disputes that could arise on the basis of or in connection with the rental contract or these GTR will be resolved by a Czech court that has the relevant jurisdiction. The court that has local jurisdiction will be determined in accordance with the Lessor's registered office as of the day an action is filed.
- 13.7 If any provision of these GTR is or becomes invalid for any reason, this shall not affect the validity of other provisions hereof. The Lessor is entitled to amend these GTR at any time.

The GTR are effective from 1 May 2020