

## GENERAL TERMS AND CONDITIONS for the Equipment Lease Agreement

### DEFINITIONS

1. **Owner:** shall mean the person specified (as Owner) in Section 1 of the agreement, who lets the Equipment to the Hirer.
2. **Hirer:** shall mean the person specified in Section 2 of the agreement who hires the Equipment. Any statement or act of the representative, employee, agent or contributor used by the Hirer shall be deemed to be the act or statement of the Hirer.
3. **Equipment:** shall mean the equipment specified in Section 4 of the agreement, defined as subject of the lease, including all components and accessories thereof handed over to the Hirer.
4. **End Date:** shall mean the anticipated last day of the lease term specified by the Parties in Section 5.2 of the agreement.
5. **Actual End Date:** shall mean the day on which the Equipment is actually returned to the Owner fully and completely. The Actual End Date can be a date after the End Date.
6. **Agreement:** shall mean the individual lease agreement prepared by the Owner and accepted by the Hirer.

### A. SELECTION OF THE EQUIPMENT, CONCLUSION OF THE EQUIPMENT LEASE AGREEMENT

1. On the basis of the Hirer's inquiry, the Owner informs the Hirer (in person, by e-mail or over telephone) about the features of the Equipment to be rented and the terms of the hire.

Based on the detailed data provided by the Lessee in connection with the hire, the Owner prepares an individual lease agreement, to which these general terms and conditions are an inseparable annex. **The lease agreement for the Equipment is concluded only if the individual lease agreement is signed by both the Owner and the Hirer. Those stipulations which are**

- **made orally, by e-mail or by implicit conduct but not recorded in writing in the individual lease agreement; or**
- **made unilaterally by the hirer – even if in writing –, and not expressly accepted in writing by the Owner**

**do not become part of the equipment lease agreement.**

2. The Owner shall not warrant and shall not be liable for the suitability of the Equipment for any purpose or for the age of the Equipment. Based on the information received from the Owner (including the data on the Owner's website and in the equipment manual), the Hirer is obliged to make sure that the Equipment (including its size, weight, performance, power source, abilities, etc.) is suitable for the purpose of use. No stipulation specified by the Hirer that the Equipment is suitable for any purpose will become part of the agreement.

### B. TERM OF THE HIRE, TERMINATION

1. The Hirer and the Owner agree on the first day of the hire (Section 5.1. of the individual equipment lease agreement) and on the anticipated End Date of the hire (Section 5.2.) in the individual lease agreement. The lease is established for an indefinite period.

2. The Hirer is entitled to terminate the hire and hand over the Equipment to the Owner at any time before the End Date as well, with one working days' notice, by 3:00 p.m. on the previous working day. Such termination shall be delivered by e-mail to the e-mail address provided in the Agreement.

3. The Owner is entitled to terminate the lease at the earliest effective the day following the End Date, at least with a one working day notice period, with the exception when the Equipment cannot be repaired at the location of the hire, and thus, it must be removed for repair before the end of the End Day. The termination notice may also be delivered by e-mail.

4. The Owner is entitled to terminate the lease agreement with immediate effect at any time in writing with reasons in any of the following cases:

- any breach of agreement by the Hirer (including breach of either the individual lease agreement or the general terms and conditions), if the Hirer fails to remedy the breach despite the written notice of the Owner within a reasonable deadline specified in the notice;
- any material breach of the agreement by the Hirer including in particular if:
  - o the Hirer fails to fulfil any of its payment obligations and the Hirer's delay exceeds 8 days;
  - o the Hirer uses the Equipment inappropriately, modifies or damages it or does not take any action against such behaviour of any third party;
- a liquidation, winding-up or other insolvency proceeding is initiated against the Hirer, except for liquidation, if the Hirer provides adequate security accepted by the Owner for the payment of its existing and future debts to the Owner before the liquidation is ordered;
- the substantial risk of the Equipment's loss, theft or hiding or hauling-off of the Equipment from the Owner;
- if, based on the information available to the Owner, it can be reasonably assumed that the Hirer will not be able to duly fulfil its obligations when due, unless the Hirer provides adequate security accepted by the Owner to pay its existing and future debts to the Owner;
- the Hirer commits a serious breach of contract in relation to another equipment hired from the Owner.

5. The termination of the lease agreement does not terminate the payment and other obligations of the Hirer.

### C. HANDOVER OF THE EQUIPMENT TO THE HIRER

1. Unless otherwise agreed by the Parties, the Owner ensures the delivery of the Equipment to the place specified by the Hirer in writing at the Hirer's cost. The Owner may request advance payment of the delivery cost. It is only the representative of the Hirer specified in the Lease Agreement that the Owner is obliged to hand over the Equipment to.

2. Upon delivery of the Equipment, the Owner shall hand over to the Hirer the manual for use of the Equipment (operator's manual, machine log), including the operating and daily maintenance instructions and the Lessee is obliged to read these. The Hirer is obliged to

immediately report the absence or partial lack of the documentation and ask any possible questions.

3. Upon delivery of the Equipment, the Owner or its representative and the Hirer's representative shall complete handover report, which shall record the type of the Equipment, the place and time of delivery, any objections to the condition of the Equipment and the fuel level. The Hirer is obliged to examine the Equipment during the handover and to notify the Owner in writing of any defects, deficiencies or damages in detail immediately on the handover report. In the event of failure or incompleteness of such notification, the Equipment shall be deemed to have been delivered in good condition and in compliance with the terms of the Agreement and the Hirer's expectations. Defects or deficiencies existing at the time of delivery that cannot be detected by careful and professional inspection, the existence of which is to be proved by the Hirer, are an exception hereto.

### D. USE AND MAINTENANCE OF THE EQUIPMENT DURING THE LEASE

1. During the term of hire, the Hirer is continuously obliged to have adequate knowledge of the condition of the Equipment and to use the Equipment properly in accordance with the owner's oral and written instructions, the manufacturer's instructions, parameters and restrictions, and the applicable regulations. The Hirer is obliged to examine the Equipment daily and weekly in accordance with the operator's manual and the owner's oral or written instructions and to fill up the Equipment with fluids (e.g. engine oil, distilled water, coolant, brake fluid, etc.). The Hirer is obliged to operate the Equipment with due diligence and professional knowledge.

2. The Hirer can use the Equipment for maximum 8 hours per day. In case the daily use exceeds 8 hours, the Owner is entitled to bill two (2) days rent.

3. It is forbidden to remove, physically damage or hide the unique identifiers and the Owner's label or signs on the Equipment. The Hirer is not allowed to sublet the Equipment, the components or accessories thereof, nor to permit any third party the use, possession or taking as security of the Equipment, the components or accessories thereof. It is forbidden to transport the Equipment abroad without the permission of the Owner.

4. It is prohibited for the Hirer to open up or dismount the Equipment – except its maintenance –, or modify or supplement it (including the installation of any towing equipment or non-standard tires).

5. It is forbidden to use the Equipment for sandblasting. In case the Equipment is used for work involving significant dirt, it must be properly protected against such dirt.

6. In case the Hirer continues to use the Equipment despite its unsatisfactory condition (incomplete, damaged, run-down out of tolerance), the Hirer is solely responsible for any damage, loss or accident resulting directly or indirectly from this condition.

7. The Hirer is obliged to keep the Equipment safe, when out of operation, store it at a safe place and lock it down, and ensure safekeeping of the keys.

### E. OWNER'S RIGHT FOR INSPECTION AND REPAIR, FAILURES

1. The Hirer is obliged to allow the Owner's representative to examine, inspect, adjust and repair the Equipment at all times. The Hirer is obliged to cooperate with the Owner as much as reasonably possible so that the Owner can exercise this right. The Owner is obliged to schedule the works so that it is appropriate for Hirer as far as possible.

2. In case of any failure or disfunction of the equipment, the Hirer is obliged to notify the Owner immediately, and within 24 hours following the event in writing as well.

3. If any part of the Equipment breaks down or becomes inoperable, the Hirer shall not use the Equipment until the Owner has inspected the Equipment and declared that the operation and restart of the Equipment is safe. If the Hirer breaches its obligation to notify the Owner of such defect or to suspend further use, the Hirer shall be liable without limitation for all damages arising out of such breach, even if their type or extent was not foreseeable at the time of conclusion of this agreement.

4. The Owner is solely entitled to repair the Equipment or have it repaired, under the terms set forth herein. If the Equipment requires – according to the Owner – urgent repairs during the lease, such repairs may be carried out by the Owner either on site or at another place appointed by the Owner.

5. If the repair is necessary due to a hidden defect of the Equipment, an error not reasonably detectable during the inspection of the Equipment or an error caused by ordinary wear and tear, and the Hirer is not responsible for the defect, the cost of the repair shall be borne by the Owner.

6. The Owner is not obliged to repair any failures if

- the Hirer has not paid its due payment obligations to the Owner;
- the Hirer does not allow the Owner to examine, test, adjust and/or repair the Equipment;
- the Hirer does not return the Equipment to the Owner upon its notice in the event of a significant defect of the Equipment.

7. In the event of defects resulting from the proper use which the Owner is unable to repair at the hire location within 48 hours, the Owner is obliged to replace the Equipment with a similar replacement equipment, if such equipment is available for the Owner. The cost of transporting the Equipment for repair and transporting the replacement equipment to the site shall be borne by the Owner in such case. In case the Owner provides replacement equipment, the Hirer is obliged to pay the rent agreed in the lease agreement for the period of the provision of the replacement equipment.

**8. In case the Owner is not able to replace the Equipment and the Hirer terminates the agreement for this reason, the Hirer is not entitled to compensation.**

9. The Owner is entitled to track the location and operation of the Equipment via the built-in GPS.

### F. RENT

1. The Owner is entitled to the Rent specified in section 6 of the Agreement on a daily or monthly basis after the period from the handover of the Equipment to the Hirer until the termination of the lease agreement.

2. A full day's rent shall be payable for the date of delivery of the Equipment and for the end date of the lease agreement as well. In case of a monthly rent the rent shall be payable after every calendar month. If the lease based on a monthly rent starts later than the first calendar day of the month or terminates earlier than the last calendar day of the month, 1/30 (one-thirtieth) of the monthly rent is payable for each day of the given month, regardless of the number of days in that month.

3. The Owner shall issue the invoice in the currency specified in Section 6 of the Agreement.

4. Based on Section 6.1 of the Agreement, if the daily rent is in the 5/7 category, the daily rent is payable only after the working days in Hungary and the Hirer can only use the equipment on these days. Based on Section 6.1 of the Agreement, if the daily rent is in the 6/7 category, the daily rent is payable after the working days and non-working days ("szabadnap") in Hungary and the Hirer can only use the equipment on these days. Based on Section 6.1 of the Agreement, if the rent is payable on a monthly basis or a daily fee is in the 7/7 category, then the daily rent or the part of the monthly rent for one day is payable for every day regardless of the working days, non-working days or holidays. If the rent is in a 5/6 or 6/7 category and the Hirer uses the Equipment on a non-working day or on a holiday, the Owner is entitled to invoice the daily rent for these days as well.

5. The period subject to rent also includes the time until

- the Equipment is out of operation due to a tire change or puncture repair;
- the Equipment is out of operation due to a reason beyond the Owner's control, including in particular bad weather conditions, terrain conditions, official restrictions, etc.

The Hirer is not obliged to pay rent for a period when it is not able to use the Equipment, if the Equipment cannot be used for a reason within the Owner's sphere of control and the Owner does not provide replacement equipment.

6. If the Owner is not able to take possession of or transport the Equipment upon the expiry of the hire for reasons beyond its control, the Hirer shall pay usage fee equivalent to the rent from the termination of the lease agreement at least until the day of the actual return. If the Hirer permanently fails to return the Equipment to the Owner, the Hirer shall fully compensate the damages of the Owner. This shall include paying the Owner the purchase price of the equipment purchased instead of the hired and not returned Equipment.

7. The rent shall be paid monthly in arrears by the Hirer on the basis of the invoice issued by the Owner. This is without prejudice to the Hirer's potential obligation to pay an advance.

8. The rent set out in the Agreement and the transport-related costs do not include taxes.

#### G. LIABILITY AND OTHER PAYMENT OBLIGATIONS OF THE HIRER

1. The Hirer acknowledges that numerous laws apply to the operation, management and maintenance of the Equipment, and that it is not Owner, but the Hirer, as the operator of the Equipment, who is liable for the compliance with the legislative provisions during the use of the Equipment. The Hirer shall have all the permissions from the competent authorities that are necessary for the operation of the Equipment. By signing the individual lease agreement, the Hirer declares that it possesses the respective permissions. The Hirer takes responsibility to permit the operation and maintenance of the Equipment only to a person who meets all the relevant legal requirements, has the necessary experience and is in a condition suitable for such activity.

**2. The Hirer is liable for any damage, the loss and the theft of the Equipment between the handing over and the return thereof, except for the normal wear and tear.**

3. The Hirer shall be liable for using the Equipment so that it is safe and does not jeopardize the personal safety or property of others. The Hirer shall also be liable for the damages caused to third parties during the use or movement of the Equipment by the Hirer. In case the Equipment is involved in an accident with personal injury or material damage, the Hirer shall immediately notify the Owner by phone and in writing without delay. The Hirer shall hold harmless the Owner from any claims, payment obligations and associated costs (e.g. legal and travel costs; costs of taking evidence, etc.) if it is related to an event in which the Equipment was in the possession of the Hirer.

4. The Hirer shall be particularly liable for all damages, lost profits and costs incurred caused by the Hirer (or a person within the control of the Hirer, in particular the employee, agent, customer, client, visitor or subcontractor of the Hirer), especially if it was caused by intentional conduct, negligence, inappropriate use, use that differs from the instructions of the Owner or the operation manual, unauthorized or unprofessional repair, intrusion, adjustment, modification. The Hirer shall be fully and together with the tortfeasors jointly and severally liable for the above-mentioned damages even if a third party causes damage in the Equipment while it is held by the Hirer.

5. If, at the time of the termination of the Hire, the Hirer gives back the Equipment to the Owner in a condition inoperative, obstructed in functioning or otherwise defective or deficient, the Hirer shall compensate the Owner for (i) the rent pursuant to the Agreement for the period of the repair of the Equipment; (ii) the cost of the repairs and replacements; (iii) all the lost profits that arose from the fact that the Owner could not rent the Equipment to a third party due to the defects or repair thereof (including in particular the lost profits from later hires that originally exceeded the repair time but were frustrated due to the repair).

6. The Hirer shall advance and bear the expenses that occurred because the Equipment could not have been driven back to the transport vehicle at the time of the take-back by the Owner (e.g. recovery from soft terrain, discharged battery, inaccessible place, cellar, roof, etc.)

7. The Hirer shall reimburse the Owner for the costs of cleaning and repainting which exceed half an hour due to contamination.

8. In the event of liquidation, sequestration, seizure, forfeiture or any other action restricting the possession or use of the assets and items in the possession of the Hirer, the Hirer shall take all necessary steps to ensure that the Owner can freely dispose with the Equipment. The Hirer shall compensate the Owner for damages caused by its failure to comply with this obligation.

9. The Hire shall not set-off against its debt towards the Owner any of its claims against the Owner.

10. In addition to the rent, the Hirer shall pay the delivery charges set out in Section 6.2 of the Agreement.

11. If the Owner has taken an advance from the Hirer, it shall be entitled to retain the advance until the claims against the Hirer have been settled. The Owner shall be entitled to set-off the advance received against any of its claims against the Hirer.

#### H. RETURN OF THE EQUIPMENT AT THE COMPLETION OF THE AGREEMENT

1. At the termination of the lease, the Hirer shall return the Equipment in the same condition in which it took it over, with all the components, accessories, papers and other documentations. The Hirer shall not be responsible for the normal wear and tear, in case it duly performed all the daily and other regular maintenance tasks.

2. The Hirer shall return the Equipment in working order and ableness to move, with a fuel tank filled to the level as it was at the time of taking over. If the Hirer fails to do so, the Owner shall be entitled to demand the cost of the missing fuel from the Hirer. If the Equipment is not in working order at the time of return (e.g. low battery), the Hirer shall bear the costs of failed transport, the service and other costs.

3. If the Hirer does not undertake to return the Equipment to the agreed site of the Owner at its own expense until the termination of the hire, the Owner organizes transporting the Equipment from the Hirer on the End Date of the hire. The Hirer shall bear the freight costs and all the costs that result from the fact that the Owner or its agent could not take over or put up the Equipment on the delivery vehicle. **The Hirer acknowledges that there is no inspection of the Equipment at the time when it is transported away.**

4. The Owner shall inspect the Equipment within two (2) business days of its return, but no later than before re-hiring or putting it into service again. The inspection shall take place at the Owner's site and the Hirer may attend. After the inspection, the Owner shall notify the Hirer immediately about all the detected defects, deficiencies and damages. Within a time reasonable in the particular circumstances, the Owner shall also notify the Hirer about its claims due to the defects, deficiencies and damages. **The Hirer expressly accepts that it is liable for the defects, deficiencies, damages and contaminations disclosed within two (2) business days from the return, unless it proves that those did not exist at the time of returning the Equipment.**

5. The Hirer shall return the Equipment tidy, clean and free of foreign objects.

**6. The Hirer shall not be entitled to withhold the Equipment as a security. If the Hirer does not return the Equipment to the Owner even upon notice after the termination of the lease, the Owner shall be entitled to take possession thereof even by force.**

#### INSURANCE

1. The Hirer is obliged to procure the liability insurance required by law in connection with the use of the Equipment.

2. In case the Hirer wishes to insure the Equipment with property insurance against normal risks occurring during the hire, the Owner shall provide the Hirer's insurer with the documentation on the value and function of the Equipment which are necessary for the conclusion of the insurance agreement.

3. Upon the request of the Owner, the Hirer shall certify the existence and conditions of the insurances covering the Equipment, by handing over the copy of the insurance policy.

4. The Hirer shall ensure that the beneficiary of the property insurances is the Owner. In the event of payment by the insurer, the insurance payout shall be deducted from the Owner's claims against the Hirer at the same legal title.

#### J. MISCELLANEOUS

1. The lease agreement and the general terms and conditions are governed by Hungarian law. Any dispute arising from the Agreement shall be subject to the exclusive jurisdiction of Hungarian courts. For any dispute arising from the Agreement, the Szigetszentmiklós District Court (*Szigetszentmiklósi Járásbíróság*) or - for disputes which come under the jurisdiction of a regional court - the Székesfehérvár Regional Court (*Székesfehérvári Törvényszék*) shall have jurisdiction. If the Hirer is a consumer, the court in whose area of competence the Hirer's home is located, in the absence thereof the court in whose area of competence the Hirer's habitual residence in Hungary is, shall have jurisdiction.

2. The Agreement can only be amended in writing.

3. If the Owner grants an additional deadline for the performance of the Hirer's obligation or does not exercise one of its rights, that does not mean the waiver or limitation of the Owner's rights.

4. The Agreement is also binding for the legal successors of the Parties. The rights and obligations arising from the Agreement cannot be transferred to third parties without the consent of the other Party. However, the Owner is entitled to transfer the contract to a company which is deemed to be an affiliated company of the Owner pursuant to Act LXXXI of 1996 - on Corporate Tax and Dividend Tax, and the Hirer grants its preliminary consent to this contract by signing the Equipment Lease Agreement.

**5. Except for intentional breach of contract, the Owner is not liable for any damages in the property of the Hirer, for the Hirer's lost profit, for damages and consequences caused by the delay of the Hirer's work, as a result the Owner's breach of contract.**

#### K. SPECIAL CONDITIONS FOR THE LEASE WITHOUT AN OPERATOR OF EQUIPMENTS QUALIFYING AS ROAD VEHICLES (ACCESS PLATFORM TRUCKS)

If the Equipment is a road vehicle having a license plate, the following provisions shall apply to its lease:

1. The Equipment may only be driven by a person who possesses a driving license appropriate to the type of Equipment. It is forbidden to drive the Equipment under the influence of a substance that impairs the ability to drive or in a condition otherwise unfit for driving. The Hirer or the person engaged by it shall be solely liable for the misdemeanours committed with the Equipment.

2. The Hirer shall reimburse the Owner for the fines, penalties, surcharges - including the unpaid parking fees, highway fees, road tolls, misdemeanour penalties and administrative fines - imposed for any infringement committed with the Equipment, if the breach occurred between the day of the handing over and the day of the return to the Owner. In the event of an official inquiry, the Owner is entitled to release the Hirer's data to the competent authority. In case of a fine, penalty or surcharge, in addition to paying the fine, penalty, surcharge, the Hirer shall also be obliged to pay an administration fee of HUF 10,000 + VAT / EUR 35 / VAT + at the Owner's notice.

3. The Hirer acknowledges that in the event of damage to the Equipment during or after the lease but before returning, the Owner is free to decide whether it takes out the own damage (casco) insurance concluded regarding the Equipment to compensate for damage or not. If the Owner decides not to claim the damage at the expense of the insurance, the Hirer shall be obliged to compensate the damage. In all cases, the Hirer shall be obliged to bear the part of the damage not exceeding HUF 300,000.

**4. In case of damage to the windows, mirrors and tires of the Equipment, the Hirer shall reimburse deductibles of at least HUF 25,000.**

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**The Hirer has read and accepts the general terms and conditions of the equipment lease agreement.**

**The Hirer acknowledges that the current agreement fundamentally and substantially differs from the contractual (commercial) terms of EasiUplifts Hungária Kft. applied before 1<sup>st</sup> January 2021, and expressly accepts the current terms. The Hirer acknowledges that the general terms and conditions listed below and highlighted in**

**bold substantially deviate from the relevant legislation and from usual contractual practice, and accepts these terms separately:**

- Section A.1 Limitation of the conditions that become part of the lease agreement.
- Section E.8. Compensation is excluded if the Owner is unable to provide a replacement Equipment and therefore it terminates the contract.
- Section G.2 Between the handover and the return of the Equipment, the Hirer shall be liable for any damage to the Equipment, its loss or theft, except for normal wear and tear.
- Section H.3-4. The Hirer shall be liable for any defects, deficiencies, damages and contaminations disclosed within two (2) business days from the return.
- Section H.6. The Hirer shall not be entitled to withhold the Equipment as a security. If the Hirer does not return the Equipment to the Owner even upon notice after the termination of the lease, the Owner shall be entitled to take possession thereof even by force.
- Section J.5 Limitation of the Owner's liability for damages.

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Signature of the Hirer