

Algeco s.r.o. General Terms and Conditions, ID No.: 255 20 334

Version: V2 valid from 1.11.2018

Section: **LEASE**

1. Subject Matter of the Lease

1.1. Definition

The subject matter of the lease are portable site accommodation containers (portable accommodation modules), sanitary containers (sanitary modules), material containers (material modules) and faecal tanks, both used and new, including amenities (furniture and furnishings). The containers as specified above are manufactured in accordance with technical standards and safety requirements applicable for this kind of products.

1.2. General Rules Applicable to the Use of Leased Units

The subject of the Lease:

- a) may be placed solely on the site agreed in advance between the Lessor and Lessee and can be used only for the agreed purpose, and the Lessor must be notified about any change in the place of destination of the leased unit in advance; if he does not fulfil this duty, this violation shall be grounds for the termination of the contract by the Lessor without any notice period and prior notice;
- b) must not be integrated into a building or any other facility, and after the expiry of the lease period it must be fully detachable; in the event of a failure to fulfil this duty, such a violation shall be grounds for the termination of the contract by the Lessor without any notice period and prior notice;
- c) must have lease labels throughout the whole period of the duration of the lease contract; the labels must not be removed by the Lessee and the readability must not be compromised; such contractual violation shall be grounds for the termination of the contract by the Lessor without any notice period and prior notice;
- d) must not be subjected to any reconstruction without written permission by the Lessor: such contractual violation shall be grounds for the termination of the contract by the Lessor without any notice period and prior notice;
- e) must be protected by the Lessee from unauthorised third-party operations and must not be passed to a third party for its use without prior written permission by the Lessor;
- f) must be kept available to the Lessor, who will have the right to check the condition and operability of the leased units during the duration of the lease contract;
- g) if the subject matter of the lease is placed on land that is not owned by the Lessee or on land accessible solely through another land or building not owned by the Lessee, then the Lessee is obliged to ensure prior authorization for the access from its owner so that the Lessor is able to check or take away the subject matter of the lease;
- h) must be maintained in a reasonable condition by the Lessee, protected against damage or destruction; upon the expiry of the lease contract, it must be handed over in a condition corresponding to normal wear and tear, and the Lessor has the right to charge the Lessee for any damage regardless of his fault;
- i) when the subject matter of the lease is returned after the expiration of the lease period, or in the case of an early termination of the contract, the Lessee is obliged to return the subject matter in the same condition as it was handed over to him, except for normal wear and tear; the subject matter of the lease will not include any of the Lessee's property or the property of a third party. The Lessee acknowledges and agrees that any objects left in the subject matter of the lease shall become the ownership of the Lessor, which does not prevent the Lessor from claiming compensation for their disposal or the deposit of such objects at the place of a third party;
- j) if the lease period exceeds 6 months, the Lessee shall arrange the revision of the electrical equipment and fire extinguishers in the container at his own costs even repeatedly is necessary, with the exception of cases when periodic maintenance is agreed (maintenance of building).

1.3. Portable Container Handling Rules

(The operating manual for modules is also available at www.algeco.cz, section „downloads“)

1.3.1. Assembly and Handling

During the handover and return of the container, the attendance of a contact person appointed by the Customer is required.

The container shall be put on pre-prepared and leveled foundation pads using a crane. Each container must be hung on the lugs located at four corners using appropriate slings. During handling operations, all safety regulations governing the crane operation must be strictly adhered to. Furthermore, adherence to the occupational safety and health regulation is required.

1.3.2. Connection of Utility Services

Electrical connection of the portable accommodation container may be carried out solely by a person with appropriate professional qualification in electrical engineering. The wiring system of the container is designed to be connected to a 3x230 V / 400 V – (3 x phase wire L₁, L₂, L₃; neutral wire N and protective earth Pe) distribution system. The connection must be made using a cable with a conductor cross-section of at least 4mm² and appropriate protection (3x 16A as a rule). Such cables must conform to the environment conditions prevailing in the area of its location. It particularly must be protected against mechanical damage, either by its location or appropriate mechanical protection. The connection of the wiring system of the accommodation container to the feed cable shall be carried out in a WK 100 cable junction box (or alternatively Abox or Hensel), which should be located close to the interior wiring distribution panel. If the container has a CV16 (or CV32) outdoor connector, the feed cable provided with an appropriate counterpart (CZ16 or CZ32) should be connected to it. Each container must be properly earthed. Earthing should be carried out using a rod-type earth electrode, or by establishing a connection to the existing earth electrode (earthing of the construction-site power distribution box, etc.). Water connection for welfare units is provided by ¾" quick coupling. A drainage connection should be made with a HT pipe DN 100mm (this dimension is applicable to standard systems). In such containers, the electrical connection of either a storage water heater or a direct-flow water heater may be made only after filling them with water (pressurizing)!

1.3.3. Rules for Safe Use of the Portable Accommodation Container

It is **not allowed** to modify the wiring inside the portable accommodation container unless explicitly permitted by the Lessor. The Lessee is obliged to carry out normal maintenance works as well as replace the light bulbs and fluorescent tubes, provided that the occupational health and safety rules are observed and no impairment or modification in the interior wiring occurs as a result thereof. It is not allowed to make holes in the walls, floor and ceiling of the container, or to screw or hammer any objects into them (because there is a risk of damage or break in the wiring).

An electric heater may be plugged into the socket designated and labelled for this purpose.

The electric heater shall be switched on using the main power switch, and the required temperature shall be set using a thermostat control switch with a scale. Both switches can be found on the electric heater. It is strictly forbidden to cover the electric heater during its operation with any objects or dry clothes on it, etc. When putting any objects close to the electric heater, a minimum safety distance must be kept.

1.3.4. Maintenance and Cleaning of Portable Accommodation and Welfare Units

Welfare unit installations should be protected against frosting during the winter season. Prior to the return of the leased container, water must be discharged from both the storage water heater and water piping. The container walls and floor (PVC) may be cleaned and maintained using commonly available cleaning and protective agents as specified by the manufacturer of the floor and wall finishes. However, it is not allowed to use inorganic solvents, etc.

In case of long-term use of the accommodation module, the roof as well as rain water downpipes in each container corner must be checked and cleaned, if necessary.

During winter it is necessary to remove any excess snow and check downpipes if they are frozen – risk of leakage into the container.

2. Delivery and Payment Terms of the Lease

2.1. Delivery Terms

The delivery and return of the subject of lease, including costs arising in connection with the beginning and termination of the lease of the container, i.e. freight costs to the place of destination and back to the Lessor's company, costs of crane handling and assembly/disassembly, if required, as well as costs of final cleaning of the containers, shall be borne by the Lessee unless agreed otherwise. Based on the above mentioned, the Lessee shall notify the Lessor immediately about any substantial changes that might affect the lease conditions as currently agreed. The Lessor shall not be held liable for a delay in the delivery and/or collection of the leased unit caused by the forwarder, especially when the transport is organised by the Lessee himself. The Lessee undertakes to arrange professional loading and unloading of the leased unit if he organises the unloading of the leased unit on his own. Any costs associated with unprofessional handling of the leased unit will be charged to the Lessee. Units that the Lessor hands over to a shipping company for delivery must be checked immediately by the Lessee, and documentary evidence of deficiencies, if any, must be submitted in writing, otherwise any defect and damage remedies that cannot have originated from the transport will be considered to be after-sale repairs, and as such they will be charged to the Lessee. In the event of deliveries carried out on his own and/or through a shipping company, the Lessor may claim the reimbursement of costs arising in connection with a waiting time if such costs have occurred for reasons beyond the control of the Lessor or reasons under the control of the shipping firm. The Lessee shall ensure at his own expense all necessary building works, assembly site preparation, connection of containers to electricity, connection of welfare units to utility services, and any other equipment and tools to ensure the smooth progress of the assembly work, unless agreed otherwise.

The delivery date shall be extended in the event of a force majeure, strikes and lockout, as well as in the event of unforeseeable obstacles that are not caused by the Lessor.

2.2. Payment Terms

2.2.1. Initial Invoicing

Definition

Initial invoicing shall mean an account statement for the lease of a portable container and/or the assembly of portable containers for the calendar period from the date of delivery to the end of the month of the taxable supply and incidental costs arising in connection with the delivery and putting the leased unit into operation. The terms of delivery and putting the leased unit into operation are considered to be accomplished if the Lessor is ready to deliver and put the subject matter into operation, but the delivery is delayed for reasons attributable to the Lessee. This clause shall also be applied to current month invoicing and final invoicing.

The Lessor reserves the right to carry out the initial invoicing using one of the options stated below, considering the process of contract execution in each particular case:

- a) using either a single invoice, comprising costs of the lease of the container/s/ from the date of delivery to the end of the calendar month + incidental costs arising in connection with the transport and putting the unit into operation, or
- b) separate invoices comprising the incidental costs arising in connection with the transport and putting the unit into operation and the settlement of the lease of the container/s/ from the date of delivery to the end of the calendar month,

with *standard* incidental costs specified as follows:

- transport of portable containers to/from the lease – to be determined individually in the quotation/lease contract (VAT will be added extra and invoiced acc.to valid legislation as of the date of taxable supply)
- crane handling operation during the loading/unloading of portable containers – to be determined individually in the quotation/lease contract; (VAT will be added extra and invoiced acc.to valid legislation as of the date of taxable supply)
- assembly/disassembly of portable containers – to be determined individually in the quotation/lease contract; (VAT will be added extra and invoiced acc.to valid legislation as of the date of taxable supply)
- final cleaning of containers – lump sums will be charged as follows: 700 CZK (28 €) per accommodation container; 400 CZK (16 €) per material container, 1,400 CZK (56 €) per welfare (VAT will be added and invoiced acc.to valid legislation as of the date of taxable supply)
- container/s/ maintenance after and/or during the lease period – to be determined individually upon checking the technical condition of the portable container (VAT will be added and invoiced acc.to valid legislation as of the date of taxable supply)

2.2.2. Invoicing of the Lease Related to the Current Month

Pursuant to Section 21 of Act No. 235/2004 Coll., on VAT, as amended, invoicing of the rent related to the current month will be performed with the date of taxable supply on the first day of the respective month, while the agreed monthly rent will be billed. First and last rents shall be set comparatively to the rent per month according to the real number of days of the rent. The rent does not include services associated with the use of the leased unit, i.e. fees for electricity consumption, water supply and wastewater discharge, waste collection and telephone charges by the quantity consumed determined by the installed measuring devices. Such costs shall be paid solely by the Lessee.

2.2.3. Final Invoicing

Invoicing upon the termination of the lease will be done by charging the container rent for the period from the beginning of the month to the date of the return of the leased to the Lessor; incidental costs associated with the return of the leased unit/transport, crane, disassembly, final cleaning and repair, if necessary/ will either be included therein, or the incidental costs of carrying the leased unit away will be invoiced separately. Notification of the lease termination shall be done solely in writing /Email, facsimile/.

2.2.4. Due Date and Other Provisions

Unless agreed otherwise, the invoiced amounts will be due after 14 days. A three-day period will be added to the due date for the purposes of the invoice delivery per postal service. Invoices can also be sent by email to the address of the Lessee mentioned in the heading of the contract or any other address stated by the Lessee.

If the Lessee fails to pay the invoiced amounts within the specified due date, the Lessor will have the right to:

- Terminate the lease with any notice period and without prior notice, or remove contractual objects immediately at the Lessee's expenses.

If any part of the invoiced amounts is not be paid by the Lessee within the provided due date, then all outstanding debts shall automatically become due. If the Lessee is in delay with the payment of the rent, then he shall pay a contractual fee in the amount of 0.5 % of the outstanding amount per each day to the Lessor.

If the Lessee fails to meet the agreed terms and conditions, the Lessor reserves the right to additionally charge the difference in the rent according to the current lease period using tariff rates.

The Lessor also reserves the right to claim the deposition of a financial security prior to the delivery of the containers for lease and/or prior to the start of their sale, in the form of either:

- a) A guarantee (advance deposit) up to an amount that will entirely cover the total incidental costs plus the amount of two current months of lease, a sum determined individually under a specific contract using a cashless transfer to the Lessor's account within 24 hours prior to the contract execution, or using cash payment on the day of the loading of the leased unit. Before settling the guarantee (advance deposit), the Lessor is not in delay with the execution of his contractual obligations. If the guarantee (advance deposit) is not settled within 60 days of the signing of the contract, the Lessee is obliged to pay a contractual penalty in the amount of 2 monthly rents to the Lessor. If the Lessee is in delay with the payment of any due invoice, then the Lessor has the right to collect this payment from the guarantee (advance deposit), and the Lessee is obliged to replenish this guarantee (advance deposit) to its original amount within 15 days. If he does not meet this obligation, then the Lessor has the right to withdraw from the contract. After the settlement of all the Lessee's obligations towards the Lessor, the guarantee (advance deposit) will be paid back immediately using a cashless transfer to the bank account as indicated by the Lessee.
- b) An advance payment in an amount that entirely covers the total incidental costs plus the amount of two current months of lease, or a sum determined individually under a specific contract, using a cashless transfer to the Lessor's account within 24 hours prior to the contract execution, or using a cash payment on the day of the loading of the leased unit. Before settling the advance payment, the Lessor is not in delay with the execution of his contractual obligations. If the advance payment is not settled within 60 days of the signing of the contract, the Lessee is obliged to pay a penalty in the amount of 2 monthly rents to the Lessor. If the advance payment is not settled within 61 days of the signing, the Lessor may withdraw from the contract without prior notice and any notice period. The follow-up procedure concerning the handling of this advance payment shall be governed by Section 111, Item 11 of Act No. 235/2004 Coll., on VAT, as amended.

If the payment is not clearly marked, it shall be considered a guarantee (advance deposit)

3. Other provisions – Rent period and Damage waiver

3.1. Rent Period

3.1.1. The commencement date of the lease period shall be the date agreed between the parties; such a date is commonly accepted to be the date of delivery of the leased unit. If the lease contract is agreed for a fixed term of the lease, it will be irrevocable and the parties explicitly rule out the application of Section 2320 of Act No. 89/2012 Coll., the Civil Code, while explicitly accepting Section 2230 of Act No. 89/2012 Coll., the Civil Code. The minimum lease period is usually one month. In the event that the leased unit is returned earlier, the Lessor reserves the right to charge rent as agreed in the lease contract to the full extent. Rent values (rent prices) can be revised by the Lessor once per year during January and the Lessee agrees with this.

3.1.2. If the Lessee continues with the use of the subject of the lease after the expiration of the agreed rent period, the lease contract shall be extended for a month on a monthly basis until it is terminated by either Party with a notice period of one month, and all prices of modules and equipment Service 360 included in the contract shall be increased by 20% (so called FLEX PREMIUM).

3.2. Termination of the Lease

3.2.1. The deadline for the notification of the Lessor of termination of the lease (i.e. for the removal of modules) is 14 days prior to the date of the termination of the lease in writing. If the Lessee exceeds this deadline, the Lessor does not warrant the removal of modules to the last day of the lease for capacity reasons, and the Lessee will be charged the number of days exceeding the contractual period, a maximum of 14 days depending on the Lessee's delay in meeting his obligation.

3.2.2. The termination of the lease and the handover of the leased unit shall be specified by the transfer protocol between the Lessor and the Lessee, which states the extent of possible defects and damage to the subject of the lease. If the Lessee refuses to sign the completion protocol, the Lessor is entitled to invite a witness to list defects and damages during the handover of the subject of the lease, whose signature will confirm the accuracy of the transfer protocol at the end of the lease. In this case, any objections of the Lessee will not be taken into account.

3.3. Damage waiver

3.3.1. Liability for the risk of loss or damage shall be borne by the Lessee regardless of his fault. Such events shall liberate the Lessee from his duty to pay any obligations arising from the agreed lease or incidental expenses. The purpose of the damage waiver is the client's opportunity to pay a monthly fee for limited liability for damage together with the rent, which will liberate the Lessee from his duty to pay for damages, with the exception of agreed participation.

Definitions for the purpose of this Article

The Subject of the Lease shall mean the subject of the lease according to Article 1 of these General Terms and Conditions.

Covered risks shall mean fire, vandalism of persons other than the Lessee, his employees and cooperating persons, representatives and suppliers, and theft from a secured or guarded station.

Participation shall mean the amount specified in the relevant lease contract as participation in one harmful event to the subject of the lease or other leased goods.

Fee for limited liability for damage shall mean a fee (without VAT) for the waiver of liability exceeding the participation in the "Certificate of the limited liability of the damage"

Exclusion shall mean any damage caused by other than the covered risk, any wilful action of the Lessee, his employees and suppliers, any damage on the Subject of the Lease that is discovered during an inventory check, damage to a power supply device in the Subject of the Lease or connected to it, health damage, damage of glasses, civil or foreign war, damage caused by nuclear energy, terrorism, embargo, destruction based on a request by the government or other public body, common wear and tear, theft from unsecured or unguarded building or station, fraud, embezzlement, interruption of operation/business activity, indirect damage, lost profit and restoration of soil on or near the Station, loss and damage caused by improper use or maintenance of the Subject of the Lease.

Rent period shall mean the rent period specified in the relevant lease contract until the return of the Subject of the Lease to the Lessor.

Station shall mean the station or place specified in the relevant lease contract.

Participation

3.3.2.1 Provisions of this Article shall be applied solely in the case when the Lessee pays the Fee for limited liability for damage.

3.3.2.2 If the Lessee pays the Fee for limited liability for damage on time, then the Lessee is waived from his liability for damage exceeding the Participation, if such damage is covered by the selected option of the Participation and if such damage is caused by the Covered risks during the Rent period ("**Limitation of liability for damage**"). The Limitation of the liability for damage shall not be applied in any case of Exclusions or other circumstances that are not included in the Covered risks, and the Lessee shall be fully liable for damage caused by Exclusions or other circumstances that are not included in the Covered risks.

3.3.2.3 If the Subject of the Lease is lost or damaged, the Lessee's liability shall be limited according to Article 3.3.2.2. if the Lessee:

- a) Paid all amounts of the Fee for limited liability for damage to the Lessor, which were billed, as well as any other due receivables
- b) Has proven that he performed all reasonable preventive measures to prevent loss, damage, theft or violent entry
- c) Within five working days since the day when the loss or damage to the Subject of the Lease was discovered, the Lessee shall inform the Lessor about such loss or damage in written form, and he shall send such notification of loss or damage to the Lessor on the provided form

d) Within five working days since the day when the loss or damage to the Subject of the lease was discovered, the Lessee shall deliver all documents about the given loss or damage on the Subject of the Lease (including any police protocols in the case of theft, vandalism or violent entry) to the Lessor, if requested, and to the satisfactory extent

e) Is not breaching and did not breach any provision of these General Terms and Conditions.

3.3.2.4 The parties declare and agree that the Limitation of liability for damage according to this Article is not insurance, and it shall not be applied in relation to the Lessee's general liability for damage (including the liability for damage caused to third parties and health damage), not even in connection with the use of the Subject of the Lease by the Lessee or third persons and subsequent damage caused to the Lessee or third parties and in connection with Exclusions.

3.3.2.5 If the Lessee denies the Limitation of liability for damage or did not pay the Fee for limited liability for damage for the Subject of the Lease on time, then he shall insure the Subject of the lease in compliance with Article 3.4.

3.4. Insurance

3.4.1 If the Lessee does not use the possibility to limit his liability for damage, then he shall insure the Subject of the Lease for the whole Rent period and at his own expense with a renowned insurance company against all risks, losses or damage, including the liability for damage caused to third persons and statutory liability based on the ownership right, the existence and use of the Subject of the Lease, and this shall be in the amount of at least the acquisition value of a new Subject of the Lease.

3.4.2 To prove compliance with the obligation to arrange the insurance, the Lessee shall immediately provide the Lessor with all documents about the concluded insurance in the extent acceptable for the Lessor, or other confirmations about agreed insurance agreements and proof of its payment, if requested.

3.4.3 The Fee for limited liability for damage (incl. VAT) shall be billed to the Lessee automatically with other payments associated with the lease until the moment when the Lessee provides the Lessor with valid confirmation of the concluded insurance proving that the Lessor concluded the insurance of the Subject of the Lease for at least the insurance amount specified in the relevant lease contract and/or offer for the conclusion of such a lease contract.

3.5. Compliance

The Lessee is obliged to comply with all applicable laws when using the Subject of the Lease (occupational health and safety, fire regulations, etc.)

1. Subject Matter of the Sale

1.1 Definition

The subject matter of the sale are portable site accommodation containers, welfare units and material containers complete with accessories, both new and used. The accessories of portable containers shall be any outdoor removable components that are used to bring the container assemblies into service, i.e. faecal tanks (for welfare units), stairs, etc. The accessories shall not be any indoor amenities of the portable containers, which shall be understood to be an integral part thereof (WC's, showers and washbasins in welfare units; removable interior partitions in accommodation containers).

1.2. General Rules Applicable to the Sold Units

- Portable containers will be sold in the condition in which they are found on the date of their sale. Prior to the purchase, the container must be examined and a written record must be executed to identify all the defects that can be removed prior to the sale. Any such defects must be removed prior to the sale; defects not identified in the delivery note will not be recognized by Algeco, except for defects whose occurrence cannot be observed through normal inspection.
- Algeco reserves all copyrights for all plans, sketches and quotations; it also reserves ownership rights related thereto until the purchase price is paid.
- Dimensions and weights given in the leaflets may be slightly different, which does not, however, affect the quality and function of the sold unit; pictures and graphics in the leaflets shall primarily complement the text information.

2. Delivery and Payment Terms for the Sale:

2.1. Place, Method and Date of the Performance

2.1.1. Unless agreed otherwise, the place of performance shall be the Seller's registered office. If a place of performance other than the Seller's registered office is agreed, it must be recorded in the purchase agreement in writing.

2.1.2. The Seller commits himself to deliver to the Buyer the sold unit under the signed purchase agreement or lease contract with the follow-up purchase on the date as set out in the agreement. The handover and acceptance of the sold unit and putting it into operation shall be confirmed by the representatives of both the Seller and the Buyer upon the delivery note or handover certificate. Any commissioning must be expressly stated in the purchase agreement and shall not affect the legal provisions regarding the risk of damage (Section 2121 et seq. and Section 2132 et seq. of Act No. 89/2012 Coll., The Civil Code).

2.1.3. The date of taxable supply shall be the date of delivery of the unit.

2.2. Delivery Terms

Unless agreed otherwise, incidental costs in connection with the transport and putting the sold unit into operation will be charged by the Seller to the Customer. Based on the above said, the Buyer shall notify the Seller immediately about any substantial changes that might affect the terms and conditions as currently agreed, particularly any change in the place of destination, delivery date and assembly work, or any other pre-arranged terms and conditions. The Seller shall not be held liable for a delay in the delivery and/or collection of the sold unit caused by the forwarder, especially when the transport is organised by the Buyer himself. The Buyer undertakes to arrange professional loading and unloading of the sold unit if he organises the loading and unloading of the sold unit on his own. Any costs in connection with unprofessional handling of the sold unit shall be charged to the Buyer. Units that Algeco hands over to a shipping company for delivery must be checked immediately by the Buyer, and documentary evidence of deficiencies, if any, must be submitted in writing. Otherwise, any defect and damage remedies that cannot have originated from the transport will be considered to be after-sale repairs, and as such they will be charged to the Buyer. In the case of deliveries carried out on his own and/or through a shipping company, Algeco may claim the reimbursement of costs arising in connection with a waiting time, if such costs have occurred for reasons beyond the control of Algeco or reasons under the control of the shipping company. The Buyer shall provide at his own expense all necessary building works, assembly site preparation, connection of containers to electricity, connection of welfare units to utility services, and any other equipment and tools to ensure the smooth progress of the assembly work, unless agreed otherwise.

The delivery date shall be extended in the event of a force majeure, strikes and lockout, as well as in the event of unforeseeable obstacles that are not caused by the Seller.

2.3. Payment Terms

2.3.1. Reservation of Ownership Right; Transfer of Ownership Right

The Seller reserves the ownership right to the goods until they are fully paid for.

2.3.2. Price and Payment Terms

The Buyer shall pay a price to the Seller for the delivery of the entire unit, the amount of which is set forth in the purchase agreement or purchase agreement for the leased unit. VAT will be added to the purchase price as at the tax point in accordance with generally applicable Czech laws.

Unless agreed otherwise, the Buyer shall pay the purchase price to the Seller upon a tax invoice issued by the Seller and due within 14 days of the date of delivery of the invoice to the Buyer. A three-day period will be added to the due date for the purposes of the invoice delivery per postal service. Invoices can also be sent by email to the address of the Buyer mentioned in the heading of the contract, or another address specified by the Buyer. In the case of a payment delay, the Buyer is obliged to pay a contractual penalty of 0.05 % of the entire purchase price per day of delay. If the delay is longer than 60 days, the Seller may withdraw from the contract and the Buyer shall return the goods. The contracting parties have agreed that any supplies provided by the Buyer are nonreturnable and they will figure in the use of the subject matter until the moment of release.

The Seller shall add to his tax invoice a delivery note and/or handover certificate signed by the Buyer, or other documents specified individually in the purchase agreement and mutually agreed in writing by the parties. The condition of the confirmed handover certificate and other documents is not valid if the Buyer obstructs the handover or signing of the documents, or rejects it unreasonably, etc.

The Seller reserves the right to issue a prepayment invoice for the contractually agreed amount. If the prepayment has been agreed upon, the Seller is not obliged to hand over and put the subject matter of the sale before into operation its settlement. In the case of a payment delay, the Buyer is obliged to pay a contractual penalty of 0.5 % of the entire purchase price per day. If the delay is longer than 60 days, the Buyer is obliged to pay a contractual penalty in the amount of the issued prepayment invoice. In case of a delay lasting more than 61 days, the Seller may withdraw from the contract.

2.4. Warranty Terms

The agreed warranty period is:

24 months for new portable containers,

and it will be counted from the date of putting the unit into ordinary permanent operation.

If a defect occurs during the warranty period, the manufacturer must be contacted. If a defect occurs after the warranty period, the respective supplier of the unit must be contacted.

If the sale is arranged through a leasing company, all rights of the Buyer arising from legal regulations in terms liability for defects relevant to the supplied unit shall be claimed by the end customer, i.e. leasing lessee.

The Seller shall not be held liable for damage due to normal wear and tear, unprofessional use and handling of the supplied unit or use thereof for any purpose other than its designated use.

For the event that the Buyer rejects or obstructs the acceptance of the unit under the purchase agreement for whatever reason, the period for the acceptance of the unit is hereby agreed to be 5 days from the Seller's note to the Buyer that the sale unit is ready for acceptance at the specified place for handover. After the expiry of the period, the subject matter of the sale is regarded as handed over and put into ordinary operation.

Section

Final Provisions

1. The purchase agreement and the lease contract as well as any matters not explicitly regulated thereby shall be governed by respective stipulations of Act no. 89/2012 Coll., The Civil Code, and other generally binding laws. The Seller or the Lessor in these General conditions is always meant to be Algeco s.r.o, the Lessee or the Buyer is always meant to be the customer.
2. The parties have agreed that addresses in the commercial register will be used for deliveries of paper documents, unless agreed otherwise. Documents delivered to the addresses listed in the commercial register, or to addresses mutually agreed on, are regarded as delivered after 5 days of their dispatch, even if a particular contractual party has not taken them over. The Buyer (Lessee) shall inform the Seller (Lessor) about any changes to his contact information. If the customer does not respond at the given addresses, the Seller (Lessor) has the right to remove containers at the customer's expense and without his knowledge.
3. In compliance with Section 630, Paragraph 1 of Act No. 89/2012 Coll., The Civil Code, the Contracting Parties agreed that they extend the limitation period for the rights of ALGECO s.r.o. to claim the rent or purchase price to 15 years.
4. If the Lessee breaches his obligation to inform according to Art. 1.2.a), the obligation not to lease the subject matter of the lease without the consent of the Lessor in accordance with Art. 1.2.e), the obligation not to obstruct the access for the Lessor to check the condition of the subject matter acc. to Art. 1.2.f), the obligation to obtain the approval of the owner acc. to Art. 1.2.g), or the obligation to perform electrical revision acc. to Art. 1.2.j), the Lessor has the right to claim a contractual penalty from the Lessee in the amount of 1,000 CZK (40 €) per day until removal of defects. If the Lessee breaches the obligations acc. to Art. 1.2.b), 1.2.c) and 1.2.d), the Lessor has the right to claim a contractual penalty from the Lessee in the amount of two monthly rents according to the contract. If the Lessee breaches obligations according to Art. 1.3.3., Paragraph 1, the Lessor has the right to claim a contractual penalty in the amount of 1,000 CZK (40 €) for each individual breach of obligations mentioned in this paragraph. If the Lessee breaches the obligations acc. to Art. 1.3.4., first sentence, the Lessor has the right to claim a contractual penalty from the Lessee in the amount of 5,000 CZK (200 €) for each individual breach of obligations mentioned in this paragraph. If the Lessee breaches the obligations to report a theft, damage, etc. to criminal authorities acc. to Art. 3.2.2. of this contract, the Lessee shall pay a contractual penalty in the amount of 50,000 CZK (2000 €). If the Lessee breaches his obligation to return the subject of the lease after the termination of the lease acc. to Art. 3.3., the Lessor has the right to charge the Lessee for a monthly contractual penalty in the amount of monthly rent. In case of a claim for a contractual penalty according to these General Conditions, the claim for damage is not affected.
5. Any change, amendment or cancellation of the lease contract or purchase agreement may be effected only upon the consonant manifestation of will of both parties, and shall be subject to written supplements specifically identified as such.
6. Should one or more stipulations of the contract and/or purchase agreement become invalid or unenforceable, the contract/agreement remains valid in whole and only such part thereof that the reason of invalidity or unenforceability immediately refers to, shall be deemed invalid or unenforceable. The parties commit themselves to replace or amend such a stipulation/such stipulations by a new contractual stipulation to maintain the intended effect and purpose of the contract/agreement whilst respecting the will of both parties.
7. The lease contract and/or purchase agreement have been executed in two counterparts, one for each party, each of which shall be deemed an original and shall become valid and come into force on the day of its signing by both parties.
8. The Seller (the Lessor) may withdraw from the lease contract or purchase agreement (except for statutory and other contractual reasons) if the Lessee (Buyer) had submitted invalid personal or company data before the lease contract or purchase agreement was signed, or if any insolvency petition are submitted on the property of the Lessee (Buyer).
9. Disputes arising from the contract between the Contract parties and in relation to it shall be decided by general courts and in compliance with Section 89a of Act no. 99/1963 Coll., The Civil Procedure, as amended; the Contracting Parties hereby explicitly agree that the locally competent court shall be the District Court in Klatovy or the Municipal Court in Prague according to the material competence.
10. The Parties also acknowledge and the client expressly agrees that ALGECO s.r.o. is authorized to submit the contract dispute for decision by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic. Such a dispute shall be finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic according to its Rules and Regulations by one arbitrator appointed by the president of the Arbitration Court; the parties acknowledge and expressly agree that the procedure can be acted swiftly according to Section 27a, Paragraph 1, Item a) of the Order.
11. Subsidiary agreements between the Seller (Lessor) and the Buyer (Lessee) require the written consent of both parties.
12. These General Conditions for lease and sale are valid from 1.11.2018
In Spytihněv 1.11.2018
ALGECO s.r.o.