

## GENERAL TERMS AND CONDITIONS OF THE LEASE AGREEMENT

### I. DEFINITIONS

Names and definitions used herein shall be understood as follows:

1. General Terms and Conditions of the Lease Agreement (hereinafter referred to as „GTCLA”) –present document stating the terms and conditions of the lease of the products offered by TLC Rental, with provisions of which every Lessee is obliged to become acquainted and that constitutes the integral part of the Lease Agreement, regardless of the agreed specified or unspecified period of the lease. Concluding the Lease Agreement by the Lessee, is understood as the acceptance of GTCLA and the Lessee is obliged to obey the GTCLA from the day of concluding the Lease Agreement;
2. The Lease Agreement –the agreement according to binding regulations of the Polish Civil Code (art. 659 and the following), concluded by and between TLC Rental and the Lessee, on terms and conditions stated therein, with its integral part –the GTCLA;
3. The Lessor–TLC Rental Sp. z o.o. a limited liability company with its registered seat in Sokołów, ul. Rodzinna 38A, 05-806 Sokołów, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, XIV Division of the National Court Register with the number KRS: 0000250048;
4. The Lessee–private person, corporate entity, non-corporate entity, that concluded the Lease Agreement with TLC Rental (present GTCLA shall be applied exclusively to contractors/business partners of TLC Rental considered as entrepreneurs; the GTCLA shall not apply to contractors who are considered to be consumers in the understanding of the regulation of 22<sup>1</sup> of the Polish Civil Code);
5. Parties –the name used to refer to both parties altogether –TLC Rental and the Lessee used in the GTCLA and the Lease Agreement;
6. Subject of the Lease –the subject stated in the Lease Agreement concluded by and between TLC Rental and the Lessee(especially contemporary open-work and full fencing, parts of edge protection system EPS, containers with equipment, etc.).

### II. GENERAL TERMS AND CONDITIONS

1. The Subject of the Lease shall remain the property of TLC Rental through the whole term of lease, unless TLC Rental shall hold other legal title to possess the Subject of the Lease and lease it to the Lessee.
2. The term the Lease Agreement starts on the day of receipt of the Subject of the Lease by the Lessee and lasts till the day of its return to TLC Rental, exclusively accordingly to the protocol of delivery and acceptance.
3. The Lessee is not authorized to establish any rights in favour of any third person or entity, including sublease of the Subject of the Lease without prior written consent of TLC Rental, otherwise considered null and void. The Subject of the Lease cannot constitute a repayment security of any Lessee’s obligations towards third parties.
4. The release and return of the Subject of the Lease shall be performed accordingly to the protocol of delivery and acceptance, signed by the representatives of both TLC Rental and the Lessee. The Lessee is obliged to indicate a person responsible for signing the protocol of delivery and receipt the Subject of the Lease. In case of any doubts or absence of previously indicated person, any person present at the site, where the Subject of the Lease is located, who does not represent TLC Rental at the same time, is considered as authorized to sign the protocol of delivery and acceptance of the Subject of the Lease. In case of lack of such person or unreasonable denial of signing the protocol of delivery and acceptance, the Parties agree that the state of the Subject of the Lease described in the protocol is legally binding and actually accurate, even if confirmed only by the signature of TLC Rental or TLC Rental’s representative. The terms stated hereby shall apply to the procedure of signing the Calculation of Repair, described in point VI. clause 2 hereunder.
5. The Lessee shall be charged with any charges, taxes and other fees, created during the term of the lease, e.g. the local tax, land tax, property tax, estate tax, fees for using the utilities, charges/rent for the lease of the land.

6. TLC Rental is not responsible towards the Lessee for any production stoppages, loss of profit, loss of usufructs, loss of contracts or any other economic losses, lost profits or indirect damages.
7. The Lessee shall exempt TLC Rental from responsibility for any claims of compensation or summons of third parties.
8. The day when the Subject of the Lease has been delivered to the Lessee shall be considered as the first rent day. In case of the specified time lease agreement, the day of the return of the Subject of the Lease shall be considered as the last rent day.

### III. DEPOSIT

To ensure the rent payments and all the amounts due to TLC Rental, on the basis of the Lease Agreement, the Parties constitute the Deposit in the amount stipulated in the Lease Agreement.

After the termination of the lease, regardless of the way of its termination, the deposit shall be returned to the Lessee in the amount that may be reduced by the overdue amount and charges that had not been paid by the Lessee, such as also the due damages calculated in reference with the Calculation of Repair, according to the aforementioned conditions. Return or settlement of the Deposit shall be executed within 30 days from the day of returning the Subject of the Lease.

### IV. RIGHTS AND OBLIGATIONS OF TLC RENTAL

1. TLC Rental obliges himself to execute on his own cost any repairs and removals of failures of the Subject of the Lease, resulting from the normal use and correct exploitation.
2. In the remaining situations, costs of repairs and removal of failures shall charge the Lessee. Those cost will consist of the costs of used materials, payments for the staff engaged in the repair and possible arrival at the place where the Subject of the Lease is being used or costs of delivering the Subject of the Lease to TLC Rental's seat. The repairs are ordered and performed exclusively by TLC Rental, according to the enclosed Calculation of Repair. Under no condition is the Lessee entitled to perform individual repairs, conduct any alterations, complete the Subject of the Lease with any additional elements or order such performance to any third party.
3. The repair deadline depends on the kind of the failure or damage that has occurred. TLC Rental shall perform those repairs with due diligence and as soon as possible. In the event of applying due diligence TLC Rental is not responsible for any damages caused by the Lessee by stoppages in use of the Subject of the Lease.

### V. RIGHTS AND OBLIGATIONS OF THE LESSEE

1. At the beginning of the Lease, any objections or remarks regarding the technical condition, damages of the Subject of the Lease or other leased objects, shall be reported by the Lessee while preparing the protocol of delivery and acceptance. If there are no remarks reported, both Parties decide that the Subject of the Lease has been delivered to the Lessee with no damage, faults or technical defects. The abovementioned stipulation does not regard hidden defects. After the termination of the Lease, the Lessee binds himself to notify in the protocol of return any technical damage or defects, that had been caused by the Lessee or any third parties during the term of the lease. The lack of passing the information to TLC Rental about the technical damage or defects does not release the Lessee from claims regarding those damage or defects, that would be detected after the return and check of the Subject of the Lease in the seat of TLC Rental.
2. After conducting the assembly of the Subject of the Lease, the protocol of delivery and acceptance shall be signed and it confirms the correctness of performed assembly, the correctness of protection against the external factors – such as: wind, and compliance with statutory requirements, any building regulations, building craft and DTR instruction. The protocol is signed by the representatives of both TLC Rental and the Lessee.
3. After signing the protocol of delivery and acceptance, the basis of any claims of the Lessee can be only hidden defects of the Subject of the Lease.
4. The Lessee is authorized to use the Subject of the Lease accordingly to its purpose and qualities. The Lessee is not authorized to perform any changes, reconstruction or any other alterations of the construction elements of the Subject of the Lease. The Lessee is obliged to notify TLC Rental immediately in the event of

any defect and/or damage of the Subject of the Lease, as well as to inform the Police in the event of its theft.

5. Obtaining any necessary permits in order to locate and exploit the Subject of the Lease during the term of the lease is the sole obligation and assignment of the Lessee and is performed on the Lessee's sole responsibility and cost. TLC Rental shall be exempt from any liability in that scope.
6. The Lessee is not authorized to perform any alterations in the signage of the Subject of the Lease and is obliged to protect the TLC Rental's signage embedded on the Subject of the Lease. The Lessee cannot – without TLC Rental's prior written consent, under the pain of nullity – place own signage at any element of the Subject of the Lease. Placing the Lessee's signage, after receiving TLC Rental's consent in written form, may be conducted only in the way discussed and agreed with TLC Rental, and with no alterations to the Subject of the Lease. Under no circumstances is the Lessee authorized to cover the trademarks and signage of TLC Rental, placed upon the Subject of the Lease.
7. In case of any delay in payments that shall be covered by the Lessee, such as the rent, the damages, repair costs or other charges mentioned in the Lease Agreement or GTCLA, the Lessee is authorized to calculate statutory interest. The above does not waive TLC Rental's right to claim the damages for the delay in payments from the Lessee.
8. In case of any delay in payments mentioned in the Lease Agreement or GTCLA that shall be covered by the Lessee resulting from the Lease Agreement or GTCLA, TLC Rental is authorized to charge the Lessee with costs of legal, accountant and tax services, connected with claiming the fulfillment of the abovementioned obligation – regardless of the regulations of the clause 7 above.

## VI. LIABILITY

1. The Lessee incurs the risk of possible damage in the Subject of the Lease, regardless of its cause and incurs the risk of damages that may be caused by the leased objects, their parts or elements of equipment to other objects or third parties, from the moment of delivering and reloading the Subject of the Lease in the place of its use till the moment of loading the Subject of the Lease to the means of transport after the termination of the Lease.
2. The liability of TLC Rental towards third parties for improper and/or illegal use of the Subject of the Lease by the Lessee is excluded. The Lessee hereby obliges himself to exempt TLC Rental from any liability for improper and/or illegal use of the Subject of the Lease towards third parties. If a third party directs a claim towards TLC Rental for improper and/or illegal use of the Subject of the Lease, TLC Rental shall immediately inform the Lessee of such event and the Lessee binds himself to accede to such trial led against TLC Rental and – on the TLC Rental's demand – on Lessee's own cost to make a statement to amend TLC Rental's reputation, that could be infringed due to such claims. In the event of impossibility of such dispensation from liability caused by binding law, the Lessee binds himself to return legitimate costs, that are to be paid by TLC Rental due to such claims.
3. In the event of damage, destruction or loss of the Subject of the Lease, the Lessee is obliged to pay the damages in the amount equal to the worth of the destruction/loss and/or necessary repairs on the basis of the attached Calculation of Repair including the base rates for individual defects. The Lessee is obliged to pay the rent agreed and stipulated in the Lease Agreement from the date of such event till the day of payment of such damages. After the termination of the Lease, TLC Rental prepares the Calculation of Repair involving the lack and damages of the Subject of the Lease, for which the Lessee shall be charged. Within 30 weekdays from the day indicated in the protocol of the return TLC Rental shall issue the VAT invoice on the basis of the Calculation of Repair. The invoice shall be delivered to the Lessee's correspondence address. The Lessee is obliged to pay the amount indicated in the invoice within 7 days from its issuing. The above does not exclude TLC Rental's right to claim the damages exceeding the amount indicated in the Calculation of Repair.
4. The Lessee is obliged to conclude the insurance agreements in the event of the force majeure, such as: a hurricane, a fire, a flood and flooding, burglary or theft of the Subject of the Lease and damages arisen from the fortuitous events and not of TLC Rental's fault, that the Subject of the Lease, its parts or elements of the equipment may cause to objects or third parties. The costs of any insurance are paid by the Lessee. The Lessee can choose to conclude other additional insurance agreements.

5. The Lessee shall bear the risk of loss of the leased objects, or possible damage or theft, the risk of harm or premature consumption, regardless of the cause, between the delivery of the Subject of the Lease to the Lessee (confirmed by the protocol of delivery and acceptance) and the return of the Subject of the Lease to TLC Rental. The results of such events do not exclude the Lessee's obligation to pay the monthly rent and other additional costs.
6. TLC Rental is not responsible for the Lessee's objects placed by the Lessee in the Subject of the Lease.

## VII. TERMINATION OF THE LEASE AGREEMENT

1. With the reservation of TLC Rental's right stipulated in point 2 hereunder, the Lease Agreement concluded for the specified time cannot be terminated with the certain period notice, but exclusively by the mutual consent of the Parties.
2. TLC Rental might terminate the Lease Agreement without notice, with the immediate effect, if:
  - a. the Lessee uses the Subject of the Lease in the way contrary to its purpose, exposing the Subject of the Lease to loss or damage,
  - b. the Lessee is delayed in payment of rent for the time of minimum 14 days,
  - c. the Lessee subleased, sublet for the gratuitous use or with any other legal title the Subject of the Lease to the third party in its entirety or its part without TLC Rental's prior written consent,
  - d. the Lessee does not notify TLC Rental about the change of location of the Subject of the Lease towards the location indicated in the Lease Agreement,
  - e. the Lessee's company is in state of liquidation or bankruptcy,
  - f. the Lessee violates the regulations stipulated herein or in the Lease Agreement.

## VIII. FINAL PROVISIONS

1. TLC Rental and the Lessee oblige themselves to notify immediately the other Party of the change in their companies' seats, addresses, inhabitancies or means of long-distance communication, under the pain of considering all the correspondence sent to the previous address indicated in the Lease Agreement as effectively delivered.
2. In the event of invalidity or nullity of any regulation hereof, the Lease Agreement shall be considered as binding in the entirety, however the null or invalid regulation is being replaced by the regulation that is valid and in force and with wording possibly similar to the previous null or invalid regulation (severability clause).
3. TLC Rental is authorized to assign all the rights and obligations resulting from the Lease Agreement and the GTCLA to third parties, without the Lessee's prior or subsequent consent.
4. The provisions of the Lease Agreement shall be executed and interpreted according to the Lease Agreement and the GTCLA; in terms not settled by those documents, the regulations of Polish Civil Code and other regulations of commonly binding law shall apply.
5. Any claims resulting from the Lease Agreement and the GTCLA or connected with them, such as disputes regarding its existence, interpretation, validity or termination, the Parties shall decide conciliatory. If, however, the Parties do not agree, dispute shall be decided by the proper court of local jurisdiction for TLC Rental's seat.

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TLC Rental Sp. z o.o.

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The Lessee