

**GENERAL TERMS AND CONDITIONS OF LEASE**

as of 14.01.2021 r.

**1. Definitions:**

- 1.1. **Lessor** – Bergerat Monnoyeur spółka z ograniczoną odpowiedzialnością with its registered office in Izabelin-Dziekanówek, at ul. Modlińska 11, Izabelin-Dziekanówek, 05-092 Łomianki, Poland, entered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw in Warsaw, 11th Commercial Division of the National Court Register, under KRS number: 0000021439, NIP (Tax Identification Number): 7780022310, REGON (National Business Registry Number): 0120227940, share capital of PLN 9,922,750.00.
- 1.2. **Entrepreneur** – a natural person conducting business activity, a civil law partnership or a legal person, and an organisational unit without legal personality to which legal capacity is granted under an Act, which is not a Consumer.
- 1.3. **Agreement** – a lease agreement concluded between the Lessor and the Lessee, on the basis of which, the Lessor shall provide the Lessee with the Machine for the Lease Term indicated in this Agreement, and the Lessee undertakes to pay the rent and other agreed fees, the terms and conditions of which shall be specified in the General Terms and Conditions of Lease and a specific Order.
- 1.4. **Party** – the Parties to the Agreement shall be the Lessor and the Lessee. The Parties to the Agreement shall be jointly understood as the Lessor and the Lessee.
- 1.5. **Lessee** – Customer who concluded the Agreement with the Lessor.
- 1.6. **Order** – a specific Lease Agreement, under the terms and conditions of which, the Lessor shall provide the Lessee with a machine for use, of individual machine's brand, model, year of manufacture, serial number, and the Lessee shall collect the Machine for use and pay the Lessor the Rent under the Agreement and other fees, as well as other arrangements constituting an integral part thereof.
- 1.7. **Machines** – of individual machine's brand, model, year of manufacture, serial number, constituting the subject matter of the Order.
- 1.8. **Business days** – mean days from Monday to Friday, between 8:00 and 15:00, except for Saturday, Sundays and bank holidays.
- 1.9. **Limit** – a fixed maximum number of hours of operation per month of lease, specified in the Order.

**2. General Provisions**

- 2.1. These General Terms and Conditions of Lease (hereinafter: "**General Terms And Conditions Of Lease**" or "**OWN**") shall apply to all Lease Agreements (Orders), where – Bergerat Monnoyeur spółka z ograniczoną odpowiedzialnością with its registered office in Izabelin-Dziekanówek acts as a Lessor and constitute their integral part upon the Lessee's approval.
- 2.2. Provisions of the General Terms and Conditions of Lease and Order shall be hereinafter referred to as the Agreement.
- 2.3. The Lessor declares that they have legal title to the Machines and are entitled to conclude the Agreement.
- 2.4. The Parties agree that a reading of the counter of the Machine's hours of operation regarding a dedicated Order shall be included in the Handover Report.
- 2.5. The tables used within the Order (or its Appendices) include selection fields in which the choice may be marked as "X" or editable fields for text input. For the avoidance of doubt, an entry made in a dedicated selection or editable field in such tables shall be tantamount to a binding determination made between the Parties with respect to the given condition, deadline or form in which the provisions of the Agreement are to be performed or other circumstances so determined.
- 2.6. In order to avoid any doubt, whenever the Order refers to the Machine, the Parties hereby agree that any such references shall also encompass the Accessories.
- 2.7. MB represents that it has the status of a large enterprise within the meaning of the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013 Journal of Laws of 2019, item 118, as amended).

**3. Machine handover**

- 3.1. The Lessor shall hand over the Machine, dedicated to a specific Order, to the Lessee on the basis of a report signed by the duly authorised representatives of the Parties, hereinafter: "**Handover Report**". The Lessee's signature of the Handover Report shall be tantamount to approving the Machine's technical condition and confirming that the Machine is operational and suits the arranged use.
- 3.2. Upon handover of the Machine, the Lessor shall provide the Lessee with the Machine user's manual and maintenance manual received from the manufacturer, hereinafter referred to as "**Manual**".

**4. Terms and Conditions of Machine Operation**

- 4.1. The Lessee shall use the Machine only in a way that is in line with its properties, purpose, particularly with the Specification and the Manual, along with the Lessor's instructions.
- 4.2. The Lessee shall not transport, transfer, use, or operate the Machines outside the Republic of Poland.
- 4.3. Without the prior, and explicit consent of the Lessor, the Lessee shall not hand over the Machine for free-of-charge use or rent it or otherwise give it on any other ground.
- 4.4. Machine operators must have authorisations and relevant skills required by law, and their condition must allow for a safe and procedural use of the Machine.

## 5. Maintenance and Repair of the Machine by the Lessor

- 5.1. The Lessor shall conduct regular periodic inspections of the Machine at his own expense, and such inspections shall be carried out with the frequency and under the terms and conditions set out in the Manual, hereinafter referred to as "Inspections". The Lessor shall provide at their own expense, filters, gaskets, oils, lubricants, and inhibitors required to carry out the Inspections.
- 5.2. In the event of any breakdown of or damage to the Machine, the Lessee shall notify the Lessor about this fact within 24 hours of discovering such a breakdown or damage, and shall proceed in accordance with subsequent guidelines of the Lessor. Should the Lessee fail to do so, he shall lose the authorisations set out in 5.3 and 5.4 of this paragraph.
- 5.3. Following a notification about breakdown of or damage to the Machine, the Lessor shall proceed with restoring its operable condition.
- 5.4. The Lessor shall repair the Machine at his own expense, unless breakdown or damage was attributable to the Lessee. In such a case, the repair costs shall be borne by the Lessee, and the Lessee hereby approves this.
- 5.5. The Lessee shall not make any repairs that would be charged to the Lessor on their own or at the expense of the Lessor.
- 5.6. The Lessee shall notify the Lessor of the upcoming date of the Inspection at least 3 business days prior to its date. The Lessee shall make the Machine available to the Lessor for the period of Inspection. The condition of the Machine must allow for its Inspection. The Lessor shall provide access to the necessary utilities if necessary.
- 5.7. The Lessee shall refrain from using the Machine when it is not operable.

## 6. Operation and Maintenance Activities on Part of the Lessee

- 6.1. The Lessee shall:
  - 6.1.1. regularly check the level of operating fluids of the Machines, including oils, coolants, hydraulic fluid, and fuel, and refill such liquids in line with the principles set out in the Manual and in accordance with the guidelines of the Manufacturer of such liquids;
  - 6.1.2. use only the fuel that is appropriate for a given type of engine of a Machine;
  - 6.1.3. use fuel treatments if necessary;
  - 6.1.4. replace parts that are beyond reasonable wear, such as cutters, teeth, battens, ploughshare cutters, and replace tyres in the event of their damage or wear.

The activities set out above in points (1) to (4) shall be hereinafter jointly referred to as "**Operation Activities**".

- 6.2. To clarify, the Parties declare that as part of the Operation Activities, the parts of a Machine shall be replaced by the Lessee and at their own expense with original, brand new parts purchased in licensed points of service of the Machine's producer or other points that are accepted by the Lessor. At request of the Lessee, the Lessor may – at the expense of the Lessee – carry out the Operation Activities that shall be charged to the Lessee. The costs of Operation Activities carried out by the Lessor shall be agreed by the Parties under a separate agreement.
- 6.3. The Lessee shall not (a) refill liquids (with the exception of fuel and Ad-Blue agent) using liquids other than official liquids or liquids recommended by the Machine's producer, unless the producer of a given operating fluid explicitly states that it is possible to blend such fluid with the original fluid used in the Machine, (b) use fuel of unknown origin, fuel that is not supposed to be used with the Machine's engine, or use any additives, save for refiners.
- 6.4. In addition, the Lessee shall not make any changes as regards the Machine, unless the Agreement explicitly states otherwise. A change in the Machine has a wide meaning as construed by the Parties and includes in particular each and every removal or modification of the Machine's parts or the Machine itself or adding or installing any components or parts in the Machine.

## 7. Risk of Accidental Loss or Damage to the Machine, Lessee's Obligations

- 7.1. The Lessee shall bear the risk of accidental loss or damage to the Machine as of the moment the Machine is handed over to the Lessee, and the Lessee shall be liable for any damage or deterioration of the Machine's condition, unless within the limits of reasonable wear. The Machine shall be covered by insurance in accordance with item 9 of the OWN, and the Lessee shall reimburse the Lessor for any and all damage that has not been fixed (covered) under the insurance purchased for the Machine, which shall also concern re-invoice of insurance franchise.
- 7.2. The Lessee shall notify the Lessor – no later than within 24 hours – of any events related to the Machine that may result in claims or payments under insurance agreements, and notify simultaneously the relevant authorities or agencies, if required by law.
- 7.3. In the event of damage to the Machine, the Lessee shall undertake any and all activities that are necessary to protect the Machine against the deterioration of its condition or the increase of damage.
- 7.4. The Lessee shall be liable for actions and omissions on the part of Machine operators even if such operators operated the Machine incidentally or without consent and knowledge of the Lessee or for the purposes that are not directly related to the activities conducted by the Lessee, even if such persons are professionals.
- 7.5. The disposal of the Machine, encumbrance of the Machine with any third party rights, including establishing the Machine as collateral against any third parties on any legal basis shall be prohibited.
- 7.6. The Lessee shall make periodic inspections of the counter of the Machine, including its hours of operation, and notify the Lessor about the number of the Machine's hours of operation at each request of the Lessor within 2 days of the submission date of such a request.

- 7.7. The Lessee shall in each case allow the Lessor to inspect the condition of the Machine and perform the repairs and maintenance activities or any activities regarded by the Lessor as necessary or the costs of which shall be borne by the Lessor. The Lessor shall see to it that such an inspection does not cause excessive trouble for the Lessee.

## 8. Rent and other fees

### Common provisions for Rent and other fees under the Agreement

- 8.1. The payment conditions concerning the rent and other costs provided for in the Agreement, including deposit and transport costs, are specified in a specific Order. The provisions concerning the rent in a particular Order shall apply accordingly to making other payments under the Agreement.
- 8.2. Any and all payments provided for in a specific Order shall be transferred by the Lessee to the Lessor's bank account specified in the Order, hereinafter: "**Bank Account**".

### Rent

- 8.3. The Lessee shall pay the Lessor a monthly rent for the Machine resulting from a specific Order, for each running month of the lease, including the following provisions, hereinafter: "**Rent**".
- 8.4. The Rent specified in the Order is a net rent and may be indicated in Polish zloty (hereinafter: "PLN") or Euro (hereinafter: "EUR").
- 8.5. Where the Rental Fee is expressed in EUR and the payment is to be made in PLN, the Rental Fee expressed in EUR shall be converted into PLN according to the currency sell rate of Société Générale Bank in Warsaw as at the day of issuance of an appropriate VAT invoice, unless the Parties agree otherwise. The VAT tax applicable as at the day of issuance of the appropriate VAT invoice shall subsequently be added to the Rental Fee converted in accordance with the terms and conditions laid down in the previous sentence.
- 8.6. Where the Rental Fee is expressed in EUR and the payment is to be made in EUR, the VAT tax expressed in EUR, converted into PLN according to the average currency exchange rate of the National Bank of Poland applicable as at the business day preceding the issuance of the appropriate VAT invoice, shall be added to the Rental Fee expressed in EUR.
- 8.7. Where the Rent is indicated in PLN and the payment is to be made in PLN, the VAT rate applicable as of the date of issuance of the appropriate VAT invoice shall be added to the Rent indicated in PLN.
- 8.8. The Rent shall be paid by wire transfer to the Bank Account, and the date on which the Lessor's account is credited shall be considered the date of payment.
- 8.9. The Lessor shall charge the Lessee with the Rent and other fees under the Agreement in the period from the Handover Report date until the Return Report date or signing by the Lessor a unilateral Machine collection report in the case referred to in 13.4 of the OWN.
- 8.10. The Rent in a given month of lease shall be gradually reduced in proportion to the number of days in that month in which the Machine was not operational in the opinion of the service staff of the Lessor. The reduction of the Rent referred to in the previous sentence shall not apply if the breakdown of the Machine resulted from circumstances attributable to the Lessee, or if the Lessor has delivered a substitute machine.
- 8.11. For the sake of clarity, reduction of the number of days of Machine operation in a given month of lease as a result of breakdown referred to in item 8.11 above shall cause proportional reduction of the Limit in a given month of lease.
- 8.12. Should the last month of lease end on the day that is not the last day of this month of lease, such Rental Fee can be calculated – at the discretion of the Lessor – in proportion to the amount of the monthly Rental Fee and the number of calendar days of the duration of the Agreement within that month of lease.
- 8.13. The Lessor shall be entitled to set off against the Deposit the due amount of additional Rent specified in the Order or amounts related to exceeding the Limit.

### Deposit

- 8.14. The parties agree that the Lessor shall proceed with the organisation of the Machine for handover only on condition that the Lessee pays the Deposit pursuant to the provisions of this Order.
- 8.15. The Lessor is free to keep the Deposit in the event of non-performance or improper performance of the obligation of the Lessee arising out of the Agreement.

### Transport

- 8.16. The Parties agree that the cost of transportation of the Machine for the purpose of handover or collection under the Agreement shall be borne by the Lessor or Lessee respectively or shall be divided between the Parties according to rules determined in the Order.
- 8.17. Machine's transportation costs shall be each time settled on the basis of a VAT re-invoice in accordance with any and all costs of transportation borne by the Lessor.
- 8.18. VAT re-invoice for the said transport shall be issued after a relevant transport service is provided, and the payment shall be made within 14 days of the re-invoicing date.
- 8.19. The Lessee shall cover Machine Transport Costs in the event of:
- 8.19.1. the need to redeliver the Machine in order to initiate the performance of the Agreement due to the Lessee's failure to collect the Machine,
  - 8.19.2. the need to transport the Machine due to its breakdown of or damage for reasons attributable to the Lessee,
  - 8.19.3. the need to return the Machine following termination of the Agreement for reasons attributable to the Lessee.

## 9. Machine Insurance

- 9.1. The Lessor declares that the Machine shall – throughout the term of the Agreement – be insured at the cost and effort of the Lessor against loss or damage. The Lessee shall immediately inform the Lessor about any loss of or damage to the Machine and cooperate in the lost adjustment procedure, in particular by submitting relevant information and documents that are required by the insurer and undertake any and all means in order to prevent the damage from increasing.
- 9.2. The Lessee represents that he is aware of the requirements of the Machine's insurer related to its operation and storage as well as the requirements pertaining to insurance protection. The Lessee shall strictly comply therewith. The General Conditions of Insurance are contained in an Appendix to a specific Order ("General Conditions of Insurance").

## 10. Remote Machine Ignition Cut-Off

- 10.1. If the Lessee is in delay with payment of at least one Rent or a part thereof, the Lessor shall be entitled to remotely cut off the ignition in the Machine, preventing the Lessee from starting the engine in the Machine (hereinafter referred to as "**Remote Machine Ignition Cut-off**"), upon prior notification of the Lessee that the Remote Machine Ignition Cut-off shall occur within the minimum period of 7 days upon the warning provided to the Lessee via Electronic Communication. The Lessor's right to Remote Machine Ignition Cut-off shall expire upon settlement of all outstanding payments by the Lessee to the Lessor before the date of Remote Machine Ignition Cut-off envisaged by the Lessor.
- 10.2. Should the Lessee fail to settle all outstanding payments before the date of Remote Machine Ignition Cut-off, the Lessor shall have the right to terminate the Agreement with immediate effect and to collect the Machine from the Lessee at his expense.
- 10.3. If the Lessee settles all outstanding payments to the Lessor before signing the report referred to in item 11.3 below, the Lessor shall have the right to withdraw the notice of termination of the Agreement with immediate effect and to restart the Machine. For the avoidance of doubt, should the Lessor withdraw the notice of termination of the Agreement with immediate effect, the Agreement shall be continued. The provision of item 10.4 below shall not apply.
- 10.4. After the termination of the Agreement, the Lessee may start using the Machine once again only after the new lease agreement is signed and all formalities related to the new lease agreement have been completed.
- 10.5. For the period between Remote Machine Ignition Cut-off and the date of re-start or signing the report referred to in 11.3 below, the Lessee shall be obliged to pay all fees provided for in the Agreement, in particular to pay the agreed Rent.
- 10.6. The Lessee undertakes to duly secure the Machine in order to avoid any damage that may arise in connection with the Remote Machine Ignition Cut-Off. The Lessee shall be liable for damages resulting from the operation (including involuntary) or discontinuation of operation of the Machine related to the Remote Machine Ignition Cut-off.

## 11. Lease period

- 11.1. The Agreement is concluded for the period indicated in a particular Order, hereinafter: "**Lease Period**". For the avoidance of doubt, a month of lease shall mean appropriate interval amounting to 30 subsequent calendar days. The first month of lease shall start on the date of the handover of the Machine confirmed by the Handover Report.
- 11.2. Upon the lapse of the Lease Period, the Agreement shall be automatically extended or expire, depending on the Order.
- 11.3. The Machine shall be returned to the Lessor pursuant to a report signed by duly authorised representatives of the Parties, hereinafter referred to as "Return Report" or pursuant to unilateral collection of the Machine by the Lessor in the case referred to in § 13.4. of the OWN.
- 11.4. The Agreement shall enter into force at the date of its conclusion. Its period shall commence on the Handover Report date and end on the Agreement termination date. The Lessee shall be obliged to pay all fees provided for in the Lease Agreement, including, in particular, the agreed Rent, and to secure the Machine in order to avoid any damage until the Machine is returned to the Lessor pursuant to the Return Report, or to unilaterally hand over the Machine to the Lessor in the case referred to in § 13.4 of the OWN.

## 12. Termination of the Contract

- 12.1. The Lessor shall have the right to terminate the Agreement with immediate effect:
  - 12.1.1. in the event of actions or omission on the part of the Lessee that infringe upon the obligations of the Lessee defined in the Agreement;
  - 12.1.2. in the event of information on the need for filing for bankruptcy by the Lessee or in the event of initiation of recovery proceedings or resolutions on winding up of the Lessee;
  - 12.1.3. in the event of delay in at least one Rent payment or any part thereof by the Lessee.
  - 12.1.4. if it turns out that the Lessee is not able to pay the rent or other fees under the Agreement or such ability raises reasonable doubts or if an application has been submitted to the Lessee for his removal from the register of entrepreneurs or such deletion has already been made.
- 12.2. In the event of termination of the Agreement on the basis of item 12.1 above, the Lessee shall cover any and all costs related with the transportation of the Machine (return of the Machine) to the Lessor. The said costs shall be covered within 14 days of the date of issuance of an appropriate VAT invoice by the Lessor.

- 12.3. The Lessee shall have the right to terminate the Agreement with immediate effect:
- 12.3.1. if the Machine has defects that do not allow for using the Machine in accordance with the Agreement, and the Lessor fails to remove such defects within 14 days from the date the Lessor is notified of the defects or fails to provide a substitute machine, or
- 12.3.2. if, in the Lessor's opinion, the defects preventing use of the Machine in accordance with the Agreement cannot be removed,
- 12.4. The Lessor may terminate the Agreement for an important reason with a 30-day notice period, effective as of the end of a calendar month.

### **13. Return of the Machine**

- 13.1. In the event of termination of the Agreement regardless of the reason, the Lessee shall return to the Lessor the Machine, along with the entire equipment and documentation, and such Machine shall be clean and its technical condition must not be beyond reasonable wear and tear; such return shall be made on the basis of the Return Report.
- 13.2. Should the Lessee fail to comply with the obligations specified in 13.1 above, the Lessor shall charge the Lessee with the resulting costs, and the Lessee shall cover them within 14 days of the date of issuance of an appropriate VAT invoice by the Lessor.
- 13.3. The Lessee irrevocably authorises the Lessor (or shall arrange such an authorisation for the Lessor) to enter – along with the Lessor's equipment and employees – the site in which the Machine will be located at the time of its collection. Moreover, the Lessee shall fully cooperate with the Lessor and the persons acting on its behalf at the time of return (collection) of the Machine.
- 13.4. In the event of absence of the authorised representative of the Lessee on the date and on the site of Machine return as determined by the Parties, the Lessor will be entitled to collect the Machine on his own pursuant to a Return Report signed only by the Lessor. The Lessor shall draw up a report of unilateral collection of the Machine after its collection from the Lessee and provide the Lessee with its copy by means of Electronic Communication.

### **14. Liability of the Lessee**

- 14.1. In case of:
- 14.1.1. gross violation of the Machine's operating conditions and the rules of its operation, service or repair;
- 14.1.2. failure to cooperate or take action which makes it difficult or impossible to collect the Machine;
- 14.1.3. change of location of the Machine as agreed in the Order;
- 14.1.4. failure to fulfil the obligations to inform the Lessor and to cooperate with the Lessor,
- the Lessor shall impose a contractual penalty on the Lessee amounting to 5 monthly gross Rents, separately for each case of violation.
- 14.2. The Lessee shall pay to the Lessor the said liquidated damages pursuant to the relevant debit note within 14 days of the date of issuance of that note.
- 14.3. In each case, apart from the liquidated damages that may be demanded by the Lessor on the basis of this Agreement, the Lessor shall be entitled to pursue compensation, the amount of which exceeds the said liquidated damages on general terms.

### **15. Liability of the Lessor**

- 15.1. The Parties mutually confirm that liability of the Lessor for non-performance or undue performance of an obligation as well as for tort shall be based on fault.
- 15.2. The Parties agree that the Lessor shall not be at fault and thus shall not be liable if non-performance or undue performance of an obligation is not attributable to the Lessor's fault. The Parties agree that cases not attributable to the Lessor's fault shall be cases of non-performance or undue performance (including untimely performance) of an obligation by the Lessor resulting, inter alia, from:
- 15.2.1. any types of public orders of both national and foreign authorities which prevent or hinder (which includes delaying) the performance of contractual obligations by the Lessor, such as import or export restrictions, prohibitions or restrictions in crossing borders or vehicle traffic and freight transport, compulsory quarantine,
- 15.2.2. lack of possibility or difficulties (including delays) in the movement of vehicles or persons resulting from an epidemic (pandemic) or threat of an epidemic (pandemic), in particular in connection with public orders issued in connection with the epidemic (pandemic) or threat of an epidemic (pandemic),
- 15.2.3. lack of possibility or difficulties (including delays) in the purchase or production of machines, devices, tools, spare parts, materials, consumables, raw materials, resulting from an epidemic (pandemic) or threat of an epidemic (pandemic), in particular in connection with public orders issued in connection with the epidemic (pandemic) or threat of an epidemic (pandemic), which includes orders concerning closure of factories or plants or restriction of their production,
- 15.2.4. lack of possibility or restrictions (including delays) in the ability of persons to move, including persons who work or provide services related to performance of the Agreement for the Lessor (in particular the Lessor's technicians),
- 15.2.5. the employees or persons providing services to the Lessor refraining from work due to fear for the life or health of the employees, service providers or their families in connection with an epidemic (pandemic) or threat of epidemic (pandemic).



- 15.3. In the event that non-performance or undue performance of an obligation should not be attributable to the Lessor, the Lessee shall not be entitled to claim damages against the Lessor, and the Lessee shall not be entitled to use the legal measures provided for in the Agreement in the event of non-performance or undue performance of the Agreement by the Lessor.
- 15.4. The liability of the Lessor towards the Lessee, including both contractual liability and tort liability, shall be limited to direct and actual damage – with the exception of lost profits – resulting from wilful misconduct or gross negligence. In addition, such liability shall be limited to a maximum of 12 months' net Rent agreed in a specific Order in relation to a single as well as all events.
- 15.5. The above rules and limitations of liability apply to all obligations of the Lessor provided for in the Agreement, including obligations in the scope of delivery of the Machines, assembly, installation, training, servicing, warranty and post-warranty repairs, supply of spare and replacement parts, consumables.
- 15.6. The Lessor shall accept no liability whatsoever for any losses arising from the failure to execute the Order as a result of non-performance of the Lessee's obligations within the time frames specified for them in the Order or in the General Terms and Conditions of Lease.

## 16. Contact details

- 16.1. The Parties mutually agree that the term "**Electronic Communication**", as used in the Agreement, shall refer to the electronic communication between the Parties via email, including the appendices of scanned copies of documents, and that the said term shall pertain to communication in the course of performance of the Agreement which is sent and received using the email addresses specified in the recitals of the Order (item I of the Order).
- 16.2. Each Party shall be obliged to inform the other Party of any changes in its e-mail address referred to in the Order. Should this obligation be neglected, any information, including correspondence, sent by the other Party to the previous e-mail address of the Party which had failed to advise of the change of its e-mail address, shall be deemed served.
- 16.3. All reports referred to in the Agreement shall be signed by persons authorised to sign them in line with the recitals of the Order (item I of the Order).
- 16.4. For the avoidance of doubt, the Parties, by signing the Agreement, hereby grant the power of attorney to act for and on behalf of the Lessor or the Lessee respectively,
  - 16.4.1. within the framework of Electronic Communication, to the persons to whom the above e-mail addresses are assigned in the Order,
  - 16.4.2. to sign the reports specified in the Agreement, to the persons authorised in this respect.
- 16.5. By signing the Agreement, the Parties warrant that the email addresses specified in the Order are officially used by the Parties in their business activities and that the email accounts in question are adequately secured so that the only persons who may access such accounts are the persons indicated as the users of such accounts, known by their first and last names.
- 16.6. The Lessee shall be obliged to inform the persons with the help of whom it fulfils its obligations under the Agreement about the contents of the information clause constituting an Appendix to the Order.

## 17. Information clause

### DATA CONTROLLER

Bergerat Monnoyeur Sp. z o.o. with its registered office in Izabelin-Dziekanówek Modlińska 11, 05-092 Łomianki, Poland ("**Controller**") is the controller of your personal data. You can contact us by traditional mail to the above address, by e-mail at: aktualizacja.rezygnacja@b-m.pl

### PURPOSE OF DATA PROCESSING AND LEGAL BASIS FOR DATA PROCESSING

Personal data of users is processed by the Controller for the following purposes:

#### **concluding and performing the Agreement (including inquiries with regard to the agreement and complaints handling):**

- (a) with regard to the natural persons acting on their own behalf (including sole traders) pursuant to Article 6.1 (b) of the GDPR, i.e. because the processing of personal data is necessary for the conclusion and execution of this agreement.
- (b) with regard to persons representing an entity (including representatives, agents) and the contact persons indicated in the agreement (including contact persons, coordinators), pursuant to Article 6(1)(f) of the GDPR, i.e. the Controller's legitimate interest, which is to conclude and perform the agreement through the persons indicated to represent the entity and to contact

**Fulfilment of obligations resulting from the provisions of law applicable to the Controller's activity** – pursuant to Article 6.1 (c) of the GDPR, i.e. fulfilling legal obligations incumbent on the Controller, including those resulting from accounting, tax or other special regulations.

**Marketing of own products and services also sending commercial information about products, services, promotional offers and events** – pursuant to Article 6(1)(a) of the GDPR, i.e. the consent of the data subject, if such consent has been given,

**Customer satisfaction survey** – pursuant to Article 6.1 (f) of the GDPR, i.e. a legitimate interest, which is to increase the quality of services provided by us as a result of our after-sales analysis,

**Recognition of claims and defence against claims** – pursuant to Article 6.1 (f) of the GDPR, i.e. a legitimate interest, i.e. pursuing claims and defending against them.

**Archiving** – pursuant to Article 6.1 (f) of the GDPR, i.e. a legitimate interest, i.e. the need to store evidence of our business activity.

## **PERSONAL DATA CATEGORIES AND PERSONAL DATA SOURCE**

The controller processes the following personal data: name and surname, position, function, e-mail address, telephone number, business address and other data identifying the contracting party (if necessary for its conclusion and execution). These data were obtained directly from the persons concerned or from public sources (relevant registers, websites, etc.) or provided by the persons indicated to contact when concluding the contract.

## **DATA RECIPIENTS, DATA TRANSFER OUTSIDE THE EEA**

The expected recipients of personal data are: companies providing IT support for the controller, providers of electronic mail and other IT services, carriers, postal/courier operators, entities handling electronic payments; consulting companies with which the controller cooperates, entities supporting the controller's marketing activities, entities authorised to receive personal data under the applicable law, and other entities which perform activities on the controller's behalf or provide him/her with services/goods necessary to conduct his/her business, as well as companies from the Monnoyeur group.

At a certain stage, personal data may be transferred to third countries (outside the EEA). The Controller shall do so on the basis of the standard safeguard clauses (Article 46(2) of the GDPR) and, if required, apply additional data protection guarantees in accordance with the applicable standards, or provide any other mechanism that is lawful and legalises such transfers to third countries.

## **DATA STORAGE PERIOD**

Your personal data processed in connection with the concluded agreement shall be stored for the time necessary to perform it, but not longer than for the period necessary to pursue claims under this agreement (at most 10 years from termination of the cooperation). For accounting purposes, data will be processed within 5 years from the end of the calendar year in which the event occurred. Personal data processed by us for marketing purposes shall be processed until the withdrawal of consent to its processing. Personal data for archiving purposes will be kept for a period specified by law.

## **VESTED RIGHTS**

You have the right of access to your data and the right to rectify, amend, delete, restrict processing, data portability, the right to object due to the reasons related to a specific condition of the data subject with regard to data processing based on a legitimate interest (article 6(1)(f) of the GDPR) as well as the right to withdraw your consent at any time (within the given scope) without affecting the lawfulness of processing carried out upon consent prior to its withdrawal; You have a right to lodge a complaint with a competent supervisory authority, in particular in the country of your habitual residence, place of work, or place of alleged violation. In Poland, the supervisory authority is the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa, Poland.

## **VOLUNTARY PROVISION OF DATA AND AUTOMATIC DECISIONS**

The provision of data is voluntary, however, in order to be able to conclude the agreement, it is necessary to provide it (the condition for the conclusion of the agreement). In cases indicated in the provisions of law, the provision of data is mandatory (e.g. in order to issue a VAT invoice). Provision of data for marketing purposes is voluntary and failure to do so results in inability to conduct marketing activities in relation to you. Your personal data will not be used to make automated decisions nor for profiling.

## **18. Final Provisions**

- 18.1. Any disputes arising out of this Agreement shall be settled by a common court having jurisdiction over the registered office of the Lessor.
- 18.2. In matters not regulated hereunder, provisions of the Polish Civil Code shall apply.
- 18.3. Any amendments of the Agreement shall be made in writing or shall otherwise be null and void, unless the Agreement defines otherwise.
- 18.4. The Agreement has been drawn up in two counterparts, one for each Party.
- 18.5. For the sake of clarity, the term "termination" with regard to the Agreement (used herein) shall include withdrawal, termination, and other cancellation of the Agreement, as well as implied resignation of the Lessee under the Agreement by way of omission (passivity) of the Lessee.
- 18.6. MB represents that it has the status of a large enterprise within the meaning of the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013 (Journal of Laws of 2019, item. 118 as amended).
- 18.7. In the event that any of the provisions hereof should prove invalid or ineffective, the Parties hereto shall strive to maintain the validity and effectiveness of the remaining provisions hereof. Furthermore, the Parties shall undertake to use their best efforts to amend the invalid or ineffective provisions so as to express the original intent of the Parties in the Agreement in a valid and effective manner, superseding the defective clause.
- 18.8. The relevant attachments shall constitute an integral part of the Agreement, if they are attached to the Order, e.g.:
  - 18.8.1. Appendix – Machine Specifications;
  - 18.8.2. Appendix – General Terms and Conditions of Insurance;
  - 18.8.3. Appendix – Marketing consent
- 18.9. The Parties may also apply appendices other than those listed above, which, after being attached to the Order, shall constitute an integral part of the Agreement.