



Riwal Poland Sp. z o.o.
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GENERAL LONG-TERM RENTAL TERMS AND CONDITIONS of RIWAL POLAND Sp. z o.o. Version of 1.2.2020

These RIWAL General Rental Terms and Conditions (hereinafter referred to as **GRT LTR**) specify the conditions for submitting for long-term use to the Renter of the rental object in the Republic of Poland under the rental agreement.

Terms used in GRT LTR RIWAL shall have the following meanings:

RENTAL AGREEMENT – the document to be signed by Riwal and Renter shall define, in particular, the rental object, delivery terms, prices, rental periods, and shall also provide grounds for the financial settlement of mutual accounts. Rental Agreements are concluded in compliance with the provisions of GRT&C subject to the Renter's acceptance.

RIWAL- RIWAL POLAND SP. Z O.O, being the Owner, transfers the right of use of construction machinery, devices and other objects in its own name.

Rentee– person, both physical and legal, who takes the rental object to use on his own behalf.

Rental Object – the device, the machine with the control panel and accessories issued to the RENTER provided by Riwal on the basis of the rental agreement and the GTC LTR confirmed by RIWAL.

Contact person - the person indicated by the Rentee in the Rental Agreement responsible for collecting and returning the Rental Object at the workplace.

1. The Rentee declares that:

- a) Client's details provided in the form are true,
- b) The Rentee has a full capacity to undertake any legal acts,
- c) no legal proceedings are pending against him that could lead to the risk of RIWAL being exposed to losses, in particular to detaining or losing the rental object,
- d) he is aware of the fact that the operation of machinery requires, in accordance with applicable regulations, the rights issued by the authorized bodies, and RIWAL is not responsible for the non-compliance with the above requirement by the Rentee.

2. Rights and obligations of the parties:

- a) The Rentee shall be obliged to notify the Owner about any changes occurring in its legal status, address of the registered office, contact persons, contact telephones or correspondence address. In case of any merge or division of the company the Renter shall be obliged to indicate the entity to make any due payments on behalf of Riwal.
- b) Riwal makes every effort to ensure that the rental object covered by the rental agreement is at the Renter's disposal within the prescribed time limits. Riwal is not responsible for any breach of the expected delivery date due to events beyond Riwal's control. Riwal is liable for the damage suffered by the Rentee only if the deadline has not been met due to the intentional actions of its employees.
- c) Deliveries are carried out in three time intervals:

I 7am-10am

II -10 am- 1pm

III- 1pm-7pm

Information about the time period is included in the rental agreement, delivery within the range is not a delay in delivery.

- d) The Rentee is obliged to provide custody over the rental object for the whole period of the rental, i.e. from the moment of the transfer of the rental object to the protocol acceptance of the rental object by the Renter. The custody over the rental object is tantamount to bearing responsibility for the loss, destruction or damage to the rental object up to the amount of its replacement value. In the case of the purchase of Riwal Policy, the Rentee is responsible for the amount of own contribution specified in the Riwal Policy document.
- e) The Rentee is obliged to provide access to the rental object each time Riwal's request is made at the workplace indicated in the Rental Agreement.
- f) The Rentee shall cover any expenses resulting from the machine use during the rental period, and in particular, costs of fuel, operating fluids to be refilled, lubricants for maintenance to be carried out by the machine operator
- g) The Rentee is obliged to cover the costs resulting from additional health and safety requirements in the area of work of the machine. This applies to the time of OHS training of service technicians in the construction site/facility, additional maintenance, installation or uninstallation of additional options, etc.
- h) In the event of damage to the machine by the Rentee in a way that prevents a positive UDT decision allowing the machine to work, Riwal reserves the right to charge the Rentee the cost of restoring the machine to the condition from before damage and all additional costs of the additional examination, UDT costs, costs of conservators, service technicians, inspectors.
- i) The Rentee shall immediately notify Riwal about any accident or any near misses involving the machine or equipment rented from Riwal at the following telephone number + 48 781 800 091, its Safety, Hygiene and Health Department, branch of the respective Office of Technical Inspection and National Labor Inspectorate having competence over the place of the accident occurrence.

3. Subject of the Agreement

- a) RIWAL offers the Rentee a paid rental of the rental object currently in the commercial offer according to the specified rental price list. All published catalogs, photos or advertising folders and technical data regarding the rental object are for information purposes only and do not constitute an offer within the meaning of civil law. Only technical data confirmed by RIWAL in the Rental Agreement are binding.
- b) The type of the rental object is indicated on the Rental Agreement - the Rentee thus confirms the compliance of the ordered rental object and does not bring any comments to the type of equipment selected.
- c) The issue and return of the rental object is confirmed by a delivery and acceptance report containing information on the technical condition of the rental object and its type. The report is approved by both parties, in the absence of a contact person on the part of the Rentee during delivery, receipt, exchange of the rental object, comments written by RIWAL are considered binding on both parties. This provision does not exclude the right of the parties to order an analysis of the technical condition of the returned equipment by an independent expert entered on the list of court experts.
- d) RIWAL, in justified cases, can provide the rental object by an external supplier. In this case, RIWAL reserves the right to provide a detailed GTC LTR RIWAL to the given rental agreement and will present it to the Rentee each time.



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4. Duration of the Rental Agreement

- a) The conclusion of the Rental Agreement is confirmed by the receipt by RIWAL of scanned documents back to the e-mail address, signed by the Rentee - the Rental Agreement. The rental agreement may be signed only by persons authorized to represent the Rentee authorized persons indicated in the Customer Data Form. All changes regarding the period, rental prices and other conditions resulting from the rental agreement require the written consent of the parties.
- b) The Rental Agreement contains detailed data regarding, among others, the type of rental object, the start date of the rental period and the rental period, the workplace of the rental object, rental prices, transport services and additional services, persons authorized to place orders and return the machines. Draft- Print of the Rental Agreement Annex No. 1.
- c) Entry under 'Calculation' in the 'Month form' means the rental rent determined for working days of the time unit of 1 month in a lump sum.
- d) The minimum calculation period is one month. Within a month, the machine can work up to 180 hours. In the case of machine operation over 180 hours per month - settled at the end of a given month, RIWAL reserves the right to charge a 5% daily rate for each additional hour of work commenced. The daily rate is the product of 1/30 of the monthly rental rate.
- e) The rent is payable for each commenced month. In the case of the first and last calendar month of the rental period, the amount of rent will be the product of 1/30 of the monthly rent rate and the number of days in the given month of the rental agreement.
- f) The rental agreement is concluded for a definite period from the date of its conclusion, i.e. in accordance with the signed RIWAL rental agreement until the time of the record delivery of all rental objects from the given agreement, confirmed by the acceptance protocol. The rental agreement cannot be terminated by the Rentee before the period indicated in the Agreement.
- g) If the Rental Object are not returned by the day indicated in the agreement, the agreement shall be transformed into an indefinite period contract with one month's notice.
- h) The value of the rental agreement is defined as the rent due, multiplied by the number of months in the period from the date of delivery until the end of the contract indicated in the agreement, plus additional services such as transport, Riwal Policy options, Technical Review and other contained in the rental agreement.
- i) The rent is calculated from the day of delivery until the day of termination of the rental. The termination period for the rental agreement is one week before the end date of the rental specified in the rental agreement and is done by sending the Receipt a written notification of receipt to the e-mail address of the order@riwal.com.
- j) The rent is payable in the currency indicated on the rental contract. In the case of settlements in EUR, the Rentee's net amount will be paid in EUR and the VAT amount will be converted into PLN in accordance with applicable regulations and shall be payable in PLN to the Rentor's account.
- k) In the event of withdrawal or the inability to perform the rental agreement through the fault of the Rentee, RIWAL will charge the Rentee a contractual penalty in the amount of the value of the given rental agreement. Contractual penalties may be reduced only with the consent of the representative of RIWAL authorized to represent.
- l) The provisions of the rental agreement confirmed by both parties are binding even if the Rentee does not accept the rental object.
- m) The notification of the receipt of the rental object takes place only on the document of the Receipt Declaration, which the Rentee must send to the e-mail address zamowienia@riwal.com.
- n) In the case of using machines outside the period of working days declared on the Rental Agreement, RIWAL reserves the right to charge the Rentee a rental fee of 100% of the agreed daily rate for each additional day of work of the rental object.
- o) In the case of using machines with a GPS monitoring system outside the period of business days declared in the Rental Agreement, the Rentee will be charged a daily rate for each additional day of work of the machines. The basis for calculation is a monitoring system report confirming the machine's operation on days not covered by the rent. The Rentee is informed about the equipment of a given type of machine with a GPS monitoring system by a record on the Rental Agreement.
- p) The use of the rental object contrary to the operating instructions, the Rental Agreement or the GTC LTR entitles RIWAL to immediate collection of the object. In the event of immediate collection, the rental period is not reduced. RIWAL reserves the right to charge the Rentee a contractual penalty in the amount of incurred costs of loading or transporting through RIWAL. If the contractual penalty does not cover all the costs incurred when collecting the machines, Riwal has the right to claim compensation from the Rentee in an amount exceeding the amount of the contractual penalty.
- q) Immediate collection of the rental object may take place if the Rentee submits the object for sublease or free use to third parties without the written consent of RIWAL, he will not inform RIWAL in writing about the change of the machine's work, in the event of delay in payment of rent due or when the Rentee uses the rental object in a manner contrary to its intended purpose and the instructions of the user manual. Immediate reception may also take place in the case of a justified suspicion of extortion of the rental object and when the Rentee prevents the Rentor from accessing the machines.
- r) For long-term rentals lasting over 12 months, RIWAL reserves the right to adjust the rental price based on the percentage increase in prices for consumer goods and services announced by the President of the Central Statistical Office for the previous calendar year. Valorisation does not constitute a change to the rental agreement.

5. Usage

- a) Handing over and collecting the rental object takes place only on the basis of the delivery and acceptance report, provided at the time of issuing and returning the rental object.
- b) Riwal has the right to identify the person collecting/returning the machine based on his/her ID card, driving license or passport and to write down the data contained therein.
- c) At the end of the rental, the rental object should be returned to RIWAL, which is fully technically efficient, with a level of fuel and operating fluids not lower than when dispensing (machines with combustion drive), fully charged batteries (electric/hybrid machines), clean, cleaned with any rubbish and industrial waste, free from paint, plaster or other dirt. The return also includes accessories and all accessories delivered with the rental object (control panels, hooks, forks, operating instructions, keys, etc.). Return of equipment or accessories not owned by RIWAL is not allowed. RIWAL will inform the company to which the item belongs and in justified cases of suspected offense also the police. RIWAL does not accept returns of accessories after charging the Rentee the purchase costs.
- d) Diesel engines are rented with a full fuel tank. The machine must be returned with a condition that allows the machine to enter and leave the vehicle. If the machine is returned with less than full condition, the Rentee will be charged with the costs of missing fuel and refueling services - according to the price list at www.riwal.com/poland/pl-pl. An invoice for the missing fuel will be sent to the customer within 5 business days from the date of signing the delivery and acceptance report.
- e) The Rentee is responsible for the fuel level from the moment of protocol acceptance of the machine to the moment of protocol delivery of the machine. In the event that the fuel system becomes airborne due to low fuel levels during loading or unloading, the Rentee will be charged a net fine of PLN 500.
- f) The remarks contained in the acceptance protocol constitute the basis for mutual settlements between companies and financial claims on the part of RIWAL for damages caused during the use of the object of rent by the Rentee. The final technical acceptance of the rental object takes place at the branch of the RIWAL company.
- d) Any additional financial claims on the part of RIWAL regarding excessive wear and tear, destruction of the rental object (photographic documentation) or its components will be made in writing as a repair cost estimate and sent to the Rentee within 15 working days from the date of signing the acceptance report. In justified cases - e.g. valuation of specialists or waiting for the valuation of parts by the manufacturer, this period may be extended by an additional 30 days.
- e) In the case of subletting the rental object for a Rentee from another supplier, the basis for Riwal's financial claims will be the documentation received from the supplier of the rental object.
- f) The Rentee undertakes to cover the costs of repairs in the event of damage found when returning the rental object and after verification at the branch of the RIWAL company, as well as damage removed during the rental (due to the customer's fault) in accordance with the repair cost estimates provided by RIWAL. Replaced parts are not stored by RIWAL but disposed of immediately.
- g) The absence of the person indicated in the Rental Agreement as receiving the machine on behalf of the Rentee at the time of transferring the machine results in the Rentee agreeing with the comments entered by the employee or an authorized representative of RIWAL.

Riwal Poland Sp. z o.o. z siedzibą w Rawie Mazowieckiej, ul. Opoczyńska 10b; NIP 727-27-26-737 z kapitałem zakładowym 50.500 złotych w całości wpłaconym, wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego, prowadzonego przez Sąd Rejonowy dla Łódź- Śródmieście, XX Wydział Gospodarczy, pod numerem KRS 0000309251

Ponad wszystko. Riwal



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- h) The Rentee confirms with his own signature that the person mentioned in the Rental Agreement as a Contact Person is authorized to collect and return the rental object in the workplace. If the contact person appoints another person (by name, phone number) to collect and return the machine, all actions taken by that person will be treated on an equal footing with the actions taken by the contact person indicated in the rental agreement.
- i) Delivery and return of the rental object should take place in a place where it can be safely loaded and unloaded by transport provided by RIWAL. The rental object is transported by specialist truck transport with unloading/loading to level zero (unless the rental agreement provides otherwise). The transport does not include the service of moving machines to the workplace - e.g. on the floor of a building. RIWAL in the absence of the possibility of unloading the object of rent on delivery will charge the Rentee additional costs, which were intended to allow unloading the rental object. The Rentee must provide entry and exit passes to the property or the closed plant, otherwise the place of unloading will be the entrance gate of the property/plant.
- j) If it is not possible to pick up the machine by Riwal transport resulting from the lack of access to the stopping place of the rental object (e.g. excavated road, obstructing machine), the Rentee will be charged additional costs incurred by the RIWAL in order to collect the rental object, and the settlement period will be extended until the successful receipt of the rental object.
- k) The cost of transporting the rental object to the workplace indicated by the Rentee and back to the RIWAL headquarters shall be borne by the Rentee, unless the rental agreement provides otherwise.

Transport and changing the workplace of the rental object by the Rentee is possible only with the written consent of RIWAL. In the event of arbitrary transport of the rental object, RIWAL will charge the Rentee with the incurred costs of additional transport of receipt of the rental object.

6. Service

- a) Riwal will make every effort to ensure trouble-free operation on machines and devices handed over to the Rentee. Each time the machine and equipment are transferred, the technical condition is verified, in the event of any reservations, the Rentee may submit comments, record them in the delivery report.
- b) The Rentee must provide access to the RIWAL service car and allow entry to the closed object or plant. RIWAL will each time inform the Rentee on the previous business day of the visit at the latest. The Rentee is obliged to provide the machines at RIWAL's request.
- c) RIWAL ensures the website's response within 24 hours from the notification of the fault to the e-mail address serwis@riwal.com (24h from Monday to Friday, excluding public holidays). The repair takes place within 72 hours (72 hours from Monday to Friday, excluding public holidays) from the moment of successful notification. RIWAL reserves the right to take a machine or device out of the workplace when repairs at the workplace are impossible for technical reasons or work safety. In the event of the necessity of replacing the object of rent due to a failure, the Rentee is obliged to deliver the subject of rent to a level enabling loading by RIWAL transport.
- d) If the Rentee finds a defect in the rental object, which limits its usefulness or threatens the safety of work, he is obliged to immediately notify RIWAL in writing to the e-mail address: serwis@riwal.com of the fact of their occurrence, with the simultaneous specification of their nature and size, and if it is necessary to secure the rental object until the arrival of the RIWAL website. The Rentee is responsible for the consequences of delay in providing such information to RIWAL.
- e) RIWAL reserves the right to carry out periodic and maintenance tests according to UDT requirements at the workplace of the rental object. In the event that the service during the examination found faults caused by the Rentee, which will not allow obtaining a positive UDT decision allowing the machine to work, RIWAL will charge the Rentee with the costs of restoring the machine to the condition it had before the damage and all additional costs of additional examination, i.e. the costs of conservators' travel, service technicians, inspectors and UDT fees or its replacement. The rent will be charged in this case.
- f) Information about faults is accepted at the e-mail address: serwis@riwal.com, telephone technical support is available at the phone number +48 781 800 091. The service is provided between 6:00 and 18:00 (Monday to Friday excluding holidays).
- g) Only written notification to the email address serwis@riwal.com failure notification will be the basis for considering the complaint.
- h) If it is determined that the occurrence of the fault was caused by the Rentee's lack of due diligence or omission, all documented costs of its removal shall be borne by the Rentee. In this case, the Rentee is not entitled to a reduction in rental costs for the period of technical downtime and is not entitled to replace the machine. The Rentee will be charged for the repair costs specified in the damage specification for failures caused by improper care or omission. Based on the specification, RIWAL will issue a VAT invoice, plus the applicable VAT rate.
- i) RIWAL is not responsible for delays in the work of the Rentee in the event of a breakdown of the rental object.
- j) At the moment of handing over the rental object to the Rentee, RIWAL shall not be liable for damages resulting from leaks of oils and other operating fluids from the rental object. RIWAL is also not liable in the case of environmental damage and non-performance by the Rentee of environmental protection law.

7. Billing

- a) The Rentee hereby agrees to verify his payment credibility by RIWAL from all sources.
- b) The parties to this agreement agree that all correspondence between them, including the request for payment, should be in electronic form to the e-mail addresses provided in the customer data form. Correspondence to the e-mail address provided shall be deemed effective unless the Party has informed the other Party, in the form provided for in the agreement, of a change in the address provided in this agreement
- c) The Rentee makes all payments on the date agreed with RIWAL, this date is indicated on the Rental Agreement.
- d) The Rentee, by signing the General Rental Conditions, authorizes RIWAL to issue VAT invoices without his signature to all Rental Agreements.
- e) Invoices sent electronically to the address provided are considered delivered as if they were sent by post with a return receipt and constitute the basis for seeking payment claims by RIWAL against the Rentee.
- f) Paper VAT invoices will be sent by RIWAL to the Rentee's address indicated in the rental agreement by registered mail.
- g) The basis for financial settlements are the prices specified in the rental agreement accepted for implementation by RIWAL.
- h) All discussed prices are net prices, to which VAT due is added.
- i) RIWAL has the right to demand a deposit before making the machine available for payment of issued invoices and damage to machines. The deposit is settled within 10 working days from the moment all the machines delivered to the Rentee on the given order are returned. If the Rentee has damaged the machine, the refund period is extended until the damage is valued.
- j) The date of payment of the invoice is the date on which the funds are credited to the RIWAL bank account or the date of cash payment at the RIWAL cash desk.



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k) Failure to meet the agreed payment date authorizes RIWAL to charge interest in the statutory amount. The Rentee is obliged to cover the costs of recovery incurred by RIWAL in order to enforce the receivables from issued VAT invoices - in accordance with Article 10 of the Act on preventing excessive delays in commercial transactions. (Journal of Laws 2013, item 403, as amended).

l) The payments made are charged by RIWAL first to the oldest receivables, in particular to the existing liability for default interest.

m) If it is necessary to issue a duplicate of a properly delivered invoice, RIWAL reserves the right to charge the Rentee the amount of PLN 30 for issuing the duplicate.

n) An invoice sent correctly is considered to be an invoice sent by registered mail to the address provided in the customer's data form or, in the case of consent to e-invoices, an invoice sent to the given email address. Riwal is not responsible for not informing about a change of correspondence address or e-mail address for sending invoices. In this case, it is considered that the invoice was correctly delivered by Riwal.

o) Lack of timely payments for issued invoices for the rental of machines, entitles RIWAL to: refuse to complete a new order, as well as immediate termination of existing rental agreements, including immediate collection of machines. In the case of immediate collection of machines, the provisions of section 4.p. apply.

p) If no payment is made, RIWAL is entitled to disclose the Rentee's debt only in accordance with the provisions of the Act of 9.4.2010 (as amended) on the provision of economic information and the exchange of economic data. Information on the debt will be made public by the day of payment or up to 10 years from the date when the liability is due or the claim is confirmed.

8. Rentee's liability and its limitation

- a) When the rental object is released, the Rentee is at risk of damage, accidental loss, destruction, theft of all or part and its appropriation. The Rentee is liable for all damages caused during the use of the rental object, both in own assets as well as in the property of third parties and damage caused to third parties. The Rentee is fully responsible for damages caused during the use of the rental object by third parties.
- b) The Rentee is obliged to insure the rental object to its full replacement value against theft, destruction, against all random events and theft from their full value and at the request of RIWAL present an insurance policy confirming the conclusion of the insurance and its scope. RIWAL must be established as the beneficiary of insurance.
- c) The Rentee may limit his liability for the rental object to RIWAL and thus the obligation to take out an insurance policy by buying the appropriate paid option from the RIWAL offer. The scope of the Rentee's limitation of liability is specified in the Annex Riwal Policy to GTC LTR. The price of the additional RIWAL Policy option is specified on the order placed by the Rentee. The Rentee's liability does not cover damage for lost control panels and wheels.
- d) For damages resulting from improper use of the rental object (e.g. operation of the rental object by the operator without appropriate authorization, dirt) or non-compliance with health and safety regulations, operating instructions and other generally applicable provisions, and full responsibility for the machine or third parties shall be borne by the Rentee.
- e) After signing the acceptance protocol, the damage caused by the Rentee to third parties (persons, their cars, buildings, property, roads, other machines, the environment, etc.) shall be fully charged to the Rentee.

9. Trade secret

- a) RIWAL reserves that the trade terms, calculations and technical data accepted by the parties are confidential and constitute the RIWAL's secret in the understanding of applicable law.
- b) Providing information constituting the secret of RIWAL to third parties without the express written consent of RIWAL entitles RIWAL to take appropriate steps provided for in the provisions of the Act on combating unfair competition.

10. Personal data processing

In accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27th of April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, we would like to inform you that:

- a) The Administrator of your personal data is: Riwal Poland Sp. z o.o. ul. Opoczyńska 10b 96-200 Rawa Mazowiecka, Entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź-Śródmieście, 20th Commercial Division, under KRS number 0000309251 with a share capital of PLN 50,500.
 - b) Riwal Poland will process your personal data: name and surname, telephone number, e-mail address, sex, company, address of residence or registered office, tax identification number, order number, depending on the purpose it will carry out.
 - c) Your personal data are processed for purposes related to the implementation of processes related to the processing of orders, in particular: the valuation of the service and the performance of the service, consideration of complaints, sending e-mail notifications about messages in the client's panel, telephone contact, invoice issue, storing open offers, satisfaction survey with services offered, creating registers and records related to the GDP, granting a rebate, establishing, investigating or defending against claims, for archival and evidential purposes, for analytical purposes, in order to use cookies on the website, administer the website, post your opinion about the services, and, with your additional consent, for marketing purposes pursuant to Article 6 par. 1 let. a of the general regulation on the protection of personal data of 27th of April 2016.
 - d) Your personal data will be processed for marketing purposes until the consent is revoked, for other purposes too, unless the law provides otherwise.
 - e) The recipients of your personal data will be only the entities authorized to obtain personal data on the basis of agreements concluded with Riwal Poland and legal provisions.
 - f) You have the right to request from the administrator the access to your personal data, the right to rectify it or restrict processing, the right to withdraw consent and the right for data transfer.
 - g) Your data is not subject to profiling.
 - h) You have the right to lodge a complaint with the supervisory authority.
 - i) Providing personal data for marketing purposes is voluntary.
- More information on the processing of personal data by Riwal Poland can be found at <https://www.riwal.com/poland/pl-pl> under the tab: Privacy Policy and Cookies.

11. Final provisions

In matters not covered by this agreement, the provisions of the Civil Code and other legal provisions shall apply. All changes and additions to the document and individual rental agreements on the part of the Rentee must be made in writing. Changes to the provisions of this document on the RIWAL website are published on <https://www.riwal.com>. All disputes arising from these provisions will be settled by a common court competent for the seat of the Rentor.

Annexes

1. RENTAL AGREEMENT print – version of 1.02.2020
2. Client's data form
3. RIWAL'S PRICE LIST