

General terms and conditions of ALGECO, s.r.o., CRN: 255 20 334

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Section: RENTAL

1. Rental object:

1.1 Definition

The rental object is mobile residential containers (mobile residential modules), sanitary containers (sanitary modules), material containers (material modules) and septic tanks (septic modules), in used or new condition, and their equipment (mobiliary). The modules specified above are manufactured in accordance with the technical standards and safety and health protection requirements imposed on this type of product.

1.2 General rules regarding the use of the rental object

The rental object:

- a) can only be placed in a place arranged in advance between the lessee and the lessor, and it can only be used for the agreed purpose, whereas the lessee must inform the lessor of any change in the destination of the rental object; if he fails to do so, this contractual breach shall constitute grounds for termination of the contract by the lessor without a notice period and without prior notice
- b) must not be part of a building or other facility, and must be separable after the lease term expires; such breach of contract shall be grounds for termination of the contract by the lessor without a notice period and without prior notice
- c) must have rental labels/stickers for the entire duration of the lease term, and these must not be removed by the tenant, or otherwise rendered impossible to read; such breach of contract shall be grounds for termination of the contract by the lessor without a notice period and without prior notice
- d) may not be renovated without written consent from the lessor; such breach of contract shall be grounds for termination of the contract by the lessor without a notice period and without prior notice
- e) must be protected by the lessee against unauthorised intervention by a third party; it must also not be handed over for use by a third party without the prior written consent of the lessor; if the rental object is given to a third party to use, this shall be grounds for terminating the contract without a notice period and without prior notice
- f) must be accessible by the lessor, who is authorised to check the condition and operability of the leased premises during the lease term
- g) if the rental object is placed on land not owned by the lessee, or on land that can only be accessed via land or a building not owned by the lessee, the lessee must secure the owner's prior consent to access for the purpose of inspection, or removal of the rental object
- h) must be kept in reasonable condition by the lessee and protected from damage or destruction, and upon termination of the lease term, it must be handed over in a condition that corresponds to normal wear and tear, whereas the lessor is entitled to charge the lessee for any damage, regardless of fault
- i) when the rental object is returned after the end of the lease term, or in the event of early termination of the contractual relationship, the lessee is obliged to prepare the rental object in the condition in which he received it, with the exception of normal wear and tear; the rental object must not contain any items owned by the lessee or third parties; the lessee acknowledges and agrees that any things left in the rental object shall become the lessor's property, which is without prejudice to the lessor's right to compensation for damages consisting in their liquidation, or custody of things owned by third parties
- j) in the event of rental exceeding 6 months, the lessee is obliged to ensure an electrical inspection of the rented container and an inspection of the fire extinguisher, even repeatedly, at his own expense, with the exception of cases in which regular maintenance is arranged
- k) if the rental includes the STARLINK service (provision of internet connection), the lessee undertakes to not access insecure websites with potentially harmful content (malware) and to not download files for which fees are charged (typically copyrighted). In the event of a breach of these obligations, the lessee must pay all damages or costs incurred by the lessor

1.3 Rules for handling mobile modules - (Instructions for the use of modules can also be found at www.algeco.cz, 'downloads' section)

1.3.1 Assembly and handling

The contact person designated by the customer must be present when the module is handed over and returned.

The module is placed on pre-made levelled foundations with a crane. Each module must be hung by the eye hooks in the four corners with the appropriate binding equipment. Regulations regarding working with a crane must be observed during handling. Occupational safety and health rules must also be observed.

1.3.2 Connection to utility networks

Electrical connection of the mobile residential module may only be performed by someone with electrical engineering qualifications. The module's electrical installation is designed for connection to a 3x230 V / 400 V distribution network - (3 x phase wire L1, L2, L3; neutral N and protective Pe conductor). The connection must be made with a cable with a minimum core cross-section of 4mm² and adequate protection of this cable (usually 3 x 16 A). This cable must meet the conditions of external influences that occur in the place where it is to be placed. It particularly must be protected from mechanical damage, either with its placement or by appropriate mechanical protection. The residential module is connected to the supply cable in a WK 100 (or Abox or Hensel) junction box, which is usually located near the internal wiring switchboard. When the module is equipped with an external CV16 (CV32) plug, the supply cable with the corresponding counterpart (CZ16, CZ32) is connected to this plug. Each module must be properly grounded. A grounding rod is usually used for grounding, or connection to an existing earth conductor (grounding of a construction site switchboard, etc.). In sanitary modules, a ¾" quick coupler and connection to the sewage system with a DN 100 mm HT pipe (standard dimensions) are used for water supply. In these modules, the boiler or flow heater may only be electrically connected after being filled (pressurised) with water.

1.3.3 Rules for safe use of mobile modules

It is forbidden to interfere with the internal electrical wiring in the mobile residential unit without the lessor's express consent. The lessee must perform routine maintenance and replace light bulbs and fluorescent tubes, while observing occupational safety. There must also be no disruption of or change in the internal electrical wiring. It is forbidden to make holes in the walls, floor or ceiling of the module, or to screw or hammer any objects into them (this may damage or disrupt the electrical wiring).

The electric convector heater may be connected to a junction box with a lid, or to a socket marked for the given purpose.

The direct heater is switched on with the main switch, and the temperature is set on the thermostat controller with a scale. Both controllers are on the convector heater. It is forbidden to cover the electric convector heater with anything when it is running, to dry clothes on it, etc. A minimum safe distance must be kept when any objects are placed near the electric convector heater.

1.3.4 Maintenance and cleaning of mobile residential and sanitary modules

In sanitary modules and septic tanks, the equipment must be protected against freezing in the winter. Before the rented module is returned, the water from the boiler and the water distribution system must be drained. The walls and floor (PVC) of the module can be treated with all common cleaning and protective agents specified by the manufacturer of individual surface materials. However, it is not allowed to use inorganic solvents, etc.

In the event of long-term use of a residential module, it is necessary to check and clean the roof, if necessary, including the rain gutters in the corners of the module.

In the winter season, excess snow must be removed from the roof and the drains must be checked to see if they are frozen - there is a risk of them leaking into the container.

2 Delivery and payment terms-rental

2.1 Delivery terms:

Costs of the delivery and return of the rental object, including costs related to the beginning and end of the rental of the modules, i.e. transportation to the destination and back to the lessor's company, crane handling, assembly and disassembly and final cleaning of the modules, are borne by the lessee (i.e. these costs are paid by the lessee), unless agreed otherwise. In connection with the above, the lessee must immediately notify the lessor of important changes that could affect the current arranged terms of the lease. The lessor is not liable for late delivery, or removal of the rental object, by the carrier, especially if the transport is arranged by the lessee. The lessee undertakes to ensure professional loading and unloading of the rental object if he arranges the unloading of the rental object himself. Any costs associated with unprofessional handling of the rental object shall be borne by the lessee. In the case of independent delivery, or delivery by a forwarding company, the lessor may claim payment of costs associated with the waiting period if these costs arise for reasons not caused by the lessor, or the forwarding company. The lessee must ensure the construction readiness of the area, the installation site, connection of the modules to electricity, connection of sanitary modules to utility networks, or any means enabling and facilitating installation work, at his own expense, unless otherwise agreed.

The delivery period is extended in cases of force majeure, strikes, lockouts and in the event of unexpected obstacles not caused by the lessor.

2.2 Payment terms:

2.2.1 Initial invoice:

Definition:

The initial invoice is the billing of the rental of a mobile module, or a set of mobile modules, for the period of calendar days from the date of delivery to the end of the month with the taxable date, and incidental expenses associated with the delivery and commissioning of the rental object. The condition of delivery and commissioning of the rental object shall be deemed fulfilled if the lessor is ready to deliver and commission the rental object but is unable to do so for reasons caused by the lessee. This provision also applies to current month invoicing and final invoicing.

The lessor reserves the right to issue the initial invoice according to the variants listed below, depending on the specific performance of the contract:

- a) with a single invoice, including the rental of the module/s from the date of delivery until the end of the calendar month + additional costs associated with transport and putting the facility into operation
- b) with separate invoices including both incidental expenses associated with transport and putting the object into operation, as well as billing of the rental of the module/s from the date of delivery to the end of the calendar month

whereas standard incidental expenses are specified as follows:

- transportation of mobile modules to and from the rental - determined individually in the price quote - rental contract; (will be charged additionally with the VAT rate in the amount according to the legislation in force on the taxable date)
- crane handling during the loading/unloading of mobile modules - determined individually in the price quote - rental contract; (will be charged additionally with the VAT rate in the amount according to the legislation in force on the taxable date)
- assembly / disassembly of mobile modules - determined individually in the price quote-rental agreement; (will be charged additionally with the VAT rate in the amount according to the legislation in force on the taxable date), - final cleaning and disinfection of the modules
- the prices for cleaning and disinfection are listed in the price list at www.algeco.cz, whereas the lessee declares that he has read it before the contract was concluded.

-maintenance of the module/s after the lease period, or during the lease period - determined by checking the technical condition of the mobile module individually (will be charged at the VAT rate in the amount according to the legislation in force on the taxable date).

2.2.2 Rental invoice for the current month:

Pursuant to the relevant provisions of the Value Added Tax Act (Act no. 235/2004 Coll., as amended), the current month's rent will be invoiced in the standard contracted amount of monthly rent. The first and last rent is determined in proportion to the monthly rent according to the actual number of days in the lease. The rent does not include services associated with the use of the rental object, i.e. the price of consumed electricity, water, sewage, garbage collection and telephone charges according to the amount consumed, determined from installed measuring devices. These costs are exclusively borne by the lessee.

Along with regular rent, an environmental fee will be billed monthly, the amount of which is arranged in the contract, namely in the amount of CZK 500 per module.

2.2.3 Final invoice:

The invoice at the end of the lease will include the price of the rental of modules for the period from the beginning of the month until the date of return of the rental object to the lessor, either including incidental expenses associated with the return of the rental object / transport, crane, disassembly, final cleaning, any necessary maintenance or repairs, or a calculation of incidental expenses for the removal of the rental object will be billed in a separate invoice. Notice of termination of the lease shall be sent in writing /email, data box, post/.

The lessee acknowledges that incidental expenses for the return shall be calculated using the prices applicable on the date on which the contract was concluded. This amount is only approximate and may be increased in the event of material changes in circumstances. A material change in circumstances means (but is not limited to) an increase in fuel prices by more than 10% compared to the price on the contract date. In the event of an automatic extension of the lease agreement, the incidental expenses for the return will always be revised.

2.2.4 Maturity and other provisions:

A maturity of 14 days is established for invoiced amounts, unless agreed otherwise. A period of three days is added to the due date for the purpose of postal delivery of the invoice. Invoices can also be delivered by email to the lessee's email address provided in the header of the contract, or another email address provided by him.

In the event of the lessee's failure to pay the invoiced amount by the established due date, the lessor shall be entitled to:

- terminate the lease agreement without a notice period and without prior notice, and immediately remove the contract objects at the lessee's expense.

If the lessee fails to pay the invoiced amount by the established due date, all owed amounts will automatically become due at the same time. If the lessee is in arrears with the payment of rent, he shall be obliged to pay a contractual penalty of 0.05% of the invoiced amount owed per day.

In the event of non-compliance with the agreed conditions by the lessee, the lessor reserves the right to charge the difference in the amount of rent based on the actual rental period according to the price list.

The lessor is entitled to demand a security deposit before the delivery of containers for rent, either in the form of:

a) a security deposit in an amount including total incidental expenses and the amount of two regular months of rent, or an amount individually determined regard to a specific contract, in cashless form to the lessor's account within 24 hours before the performance of the contract, or in cash on the day the rental object is loaded. The lessor shall not be in arrears with the fulfilment of his contractual obligations until the deposit is made. If the security deposit is not sent within 60 days of the signing of the contract, the lessee shall be obliged to pay the lessor a contractual penalty in the amount of 2 months' rent. If the deposit is not sent within 61 days, the lessor shall have the right to withdraw from the contract without a notice period and without prior notice. In the event of a delay in payment of any due invoice, the lessor shall be entitled to collect the payment from the security deposit, and the lessee shall be obliged to pay the same deposit in the original amount within 14 days. If he fails to do so, the lessor shall be entitled to withdraw from the contract. After settlement of all the lessee's obligations to the lessor, the security deposit will be immediately returned by non-cash transfer to the bank account provided by the lessee.

b) an advance payment in an amount including total incidental expenses and the amount of two regular months of rent, or an amount individually determined with regard to a specific contract, in cashless form to the lessor's account within 24 hours before the performance of the contract, or in cash on the day the rental object is loaded. Until the advance payment is made, the lessor shall not be in arrears with the fulfilment of his contractual obligations. If the advance payment is not sent within 60 days of the signing of the contract, the lessee shall be obliged to pay the lessor a contractual penalty in the amount of 2 months' rent. If the advance payment is not sent within 61 days, the lessor shall have the right to withdraw from the contract without a notice period and without prior notice. The procedure for subsequent handling of the advance payment is governed by the relevant provisions of Act no. 235/2004 Coll., on value added tax, as amended.

If the payment is not clearly marked, it shall be considered to be a security deposit.

3 Other provisions -lease term and limitation of liability for damage

3.1 Lease term

3.1.1 The beginning of the Lease Term establishes the date agreed between the contractual parties, usually the date on which the Rental Object is delivered. If the lease is arranged for a certain Lease Term, the Lease Term is fixed and non-cancellable at this time, and the parties expressly exclude the application of § 2320 of the New Civil Code. The minimum Lease Term is one month as standard. In the event of early return, including removal of the Rental Object, the lessor reserves the right to charge the remaining rent stipulated in the lease agreement. Rental prices may be revised by the lessor at any time during the contractual relationship. In this case, the lessor must inform the lessee of the revised rental price, and the lessee shall have 4 weeks to accept or refuse the price; if he does not respond, it shall be deemed that he has accepted the revised prices. If he refuses, the rental shall end after 4 weeks and the lessee shall be obliged to return the modules.

3.1.2 If the lessee continues to use the rental object even after the end of the contracted lease term, the lease agreement shall be extended on a monthly basis by one month, until it is terminated by one of the parties with a one-month notice period, whereas all the rental prices of the modules and 360 Service equipment listed in the contract shall increase by 20% (FLEX PREMIUM).

3.2 Termination of lease

3.2.1 The period for notifying the lessor of termination of the lease (removal of the modules) is 14 days before the termination of the lease, and it must be in writing. If the lessee fails to comply with this deadline, the lessor does not guarantee the removal of the modules on the last day of the lease due to capacity reasons, and the lessee will be billed for the number of days after the end of the agreed Lease Term, but for no more than 14 days depending on the lessee's delay in fulfilling this obligation. For contracts with a lease term longer than 12 months, the notice period for termination of the lease shall be 60 days before the termination of the lease, including contracts in the FLEX PREMIUM regime. This paragraph does not apply to short-term rentals with a maximum fixed period of 1 month ('events').

3.2.2 Upon termination of the lease and takeover of the Rental Object, the lessor and the lessee shall draw up a handover report, listing any defects and the extent of damage to the Rental Object. If the lessee refuses to sign the handover report, the lessor is entitled to invite a witness to the handover of the Rental Object and make a list of defects and damage, and this witness will confirm the correctness of the handover protocol at the end of the lease. In this case, the lessee's objections will not be taken into account.

3.3 Limitation of liability for damage

3.3.1. The lessee shall be liable for the risk of loss or damage, regardless of fault. Events of this nature do not absolve him of his payment obligations arising from the agreed lease, or any incidental costs. The purpose of the limitation of liability for damage is to allow the client to pay a monthly fee along with the rent for limitation of his liability for damage of the covered risks, which relieves him of liability for damage, with the exception of copayment. The limitation of liability does not apply to fencing.

Definitions for the purpose of this article

The rental object is the rental object under Art. 1 of these General Terms and Conditions.

Covered risks include fire, vandalism by persons other than the lessee, his employees and cooperating persons, representatives and suppliers, and theft from a secured or guarded location.

Copayment is the amount listed in the relevant rental agreement as copayment for one damage event affecting the rental object or other leased goods.

A liability limitation fee is a fee (excluding VAT) for the release from liability for damage exceeding the copayment listed in the 'Certificate of the Agreement on Limitation of Liability'.

Exclusion means damage caused by a risk other than a covered risk, the intentional fault of the lessee, his employees and suppliers, any damage to the Rental Object that is only discovered during stock-taking, damage to the power supply equipment in the Rental Object

or power supply equipment connected to it, damage to health, damage to glass, civil or international war, damage caused by nuclear energy, terrorism, embargo, destruction at the request of government or public authorities, normal wear and tear, theft from an unsecured building or premises, fraud, embezzlement, interruption of operation/business, indirect damage, lost profit and land restoration on or around the Site, losses and damages caused by improper use or maintenance of the Rental Object.

The lease term is the lease term specified in the relevant lease agreement until the rental object is returned to the lessor.

The site is the site or location specified in the applicable lease agreement.

Copayment

3.3.2.1 The provisions of this article only apply if the lessee pays the Liability Limitation Fee.

3.3.2.2 If the lessee pays the Liability Limitation Fee on time, he shall be released from liability for damage exceeding the Copayment, if such damage is covered by the Copayment option chosen by the lessee, and if such damage is caused by Covered Risks during the Lease Term ('Limitation of liability for damages'). The limitation of liability does not apply to Exclusions or other circumstances that are not considered Covered Risks, and the lessee shall remain liable for all damage caused by Exclusions or other circumstances that are not considered Covered Risks.

3.3.2.3 If the Rental Object is lost or damaged, the lessee's liability will be limited under this article 3.3.2.2., if the lessee:

- a) paid the lessor for all invoiced Liability Limitation Fees, as well as any other payable claims
- b) proves that he took all reasonable preventive measures to prevent loss, damage, theft or forced entry
- c) notified the lessor in writing of the occurrence of such loss or damage no later than five working days from the day on which he discovered the loss or damage to the Rental Object, and sent the lessor notice of loss or damage on the form provided by the lessor
- d) delivered documents about the loss or damage of the Rental Object (including a police report in case of theft, vandalism or forced entry) to the lessor at his request and to the extent satisfactory to the lessor no later than five working days from the day on which he discovered the loss or damage to the Rental Object
- e) is not violating and has not violated other provisions of these General Terms and Conditions

3.3.2.4 The parties declare and agree that the Limitation of Liability under this article is not insurance and therefore does not apply to the lessee's general liability for damage (including liability for damage caused to third parties and damage to health), or in connection with the use of the Rental Object by the lessee and third parties, with subsequent damages incurred by the lessee or third parties and in connection with Exclusions.

3.3.2.5 If the lessee refuses the Limitation of Liability or has not paid the Liability Limitation Fee for all the Rental Objects on time, he shall be obliged to insure the Rental Object pursuant to Article 3.4.

3.4 Insurance of the rental object by the lessee

3.4.1 If the lessee does not use the option of limiting liability for damage, he shall be obliged to insure the Rental Object at his own expense with a reputable insurance company against all risks, losses or damage, including liability for damage caused to third parties and for legal liability arising from the ownership of, existence and use of the Rental Object, in an amount covering at least the acquisition value of the new Rental Object.

3.4.2 In order to demonstrate fulfilment of the obligation to take out insurance, the lessee is obliged to immediately submit to the lessor documents proving insurance to the extent acceptable to the lessor, or other confirmation of insurance agreements and proof of payment of insurance premiums.

3.4.3 The lessee will be automatically charged for the liability limitation fee (including VAT) together with other payments related to the lease, until the lessee provides valid confirmation of the conclusion of insurance showing that the lessee has insured the Rental Object for at least the insurance value specified in the relevant lease agreement and/or in the offer to conclude such a lease agreement.

3.5 Compliance with legislation

The lessee is obliged to comply with all applicable legal regulations when using the Rental Object (OSH, fire regulations, etc.).

Section: SALE

1. Subject of sale

3.5 Definition

Mobile residential, sanitary and material containers (modules) and their accessories in new and used condition are the subject of sale. Mobile module accessories are external removable parts used to put whole module units into operation, i.e. septic tanks (for sanitary modules), staircases, etc. Accessories are not internal equipment of mobile modules considered as their part (in sanitary modules these include toilets, showers, sinks; in residential modules these include removable internal partitions).

1.2 General rules regarding the use of the subject of sale:

- Mobile modules will be sold in the condition in which they are on the day of sale; the module must be inspected before its purchase, and any defects that can be removed before the sale must be noted on the spot, and these defects must be removed before the sale; the seller shall not recognize defects that are not listed in the delivery note, with the exception of defects whose existence cannot be detected by a routine inspection; the buyer is obliged to take over the subject of the contract if it is a minor defect that does not prevent its use.
- The seller reserves all copyrights and ownership rights for all plans, drawings and offers until the purchase price is paid.
- The dimensions and weights listed in leaflets may differ to a lesser extent, but this does not affect the quality and functionality of the subject of sale; the illustrations in the leaflets are mostly added to compliment the textual description.

2 Delivery and payment terms-sale:

2.1 Place, method and date of performance

2.1.1 The seller's registered office shall be the place of performance, unless agreed otherwise. If a place of performance other than the seller's registered office is agreed, this fact must be recorded in writing in the purchase agreement.

2.1.2 The seller undertakes to deliver the subject of sale to the buyer on the basis of a concluded purchase agreement, or a lease agreement with subsequent purchase within the term specified in the agreement. The delivery and acceptance of the subject of sale shall be confirmed by the representatives of the seller and the buyer on the basis of a delivery note or handover report. Any commissioning must be expressly agreed in the purchase contract and shall be without prejudice to the legal provisions regarding the transfer of the risk of damage (§§ 2121 et seq. the New Civil Code and §§ 2132 et seq. the New Civil Code).

2.1.3 The date of delivery of the subject of sale shall be the taxable date.

2.2 Delivery terms:

Incidental expenses associated with the transport and commissioning of the subject of sale are borne by the buyer expense, unless agreed otherwise. In connection with the above, the buyer must immediately notify the seller of important changes that could affect arranged conditions in place, in particular a change of destination, delivery dates and assembly work, or other pre-agreed conditions. The seller is not liable for late delivery, or removal of the rental object, by the carrier, especially if the transport is arranged by the buyer. The buyer undertakes to ensure professional loading and unloading of the subject of sale if he arranges the unloading of the rental object himself. Any costs associated with unprofessional handling of the subject of sale shall be borne by the buyer. Subjects of sale delivered by the seller via a forwarding company must be inspected immediately by the buyer, and he must document any deficiencies in writing. Otherwise, all removal of defects and damages that could not have occurred during transport will be considered repairs borne by the buyer. In the case of independent delivery, or delivery by a forwarding company, the seller may claim payment of costs associated with the waiting period if these costs arise for reasons not caused by the seller, or the forwarding company. If commissioning was arranged, the buyer must ensure the construction readiness of the area, the installation site, connection of the modules to electricity, connection of sanitary modules to utility networks, or any means enabling and facilitating installation work, at his own expense, unless agreed otherwise.

The delivery period is extended in cases of force majeure, strikes, lockouts and in the event of unexpected obstacles not caused by the seller. For the purposes of these general terms and conditions, force majeure shall be a deterioration in the SARS-COV2 epidemiological situation, deterioration of the war conflict in Ukraine, or a significant increase in prices or a shortage of raw materials compared to the time at which the contract was concluded, which make it significantly more difficult for the seller to fulfil his contractual obligations.

2.3 Payment terms:

2.3.1 Reservation and transfer of ownership.

The seller reserves ownership of the goods until full payment of their price.

2.3.2 Price and payment terms.

The buyer is obliged to pay the seller the price for the delivery of the entire subject of performance, the amount of which is determined by the purchase agreement, or a contract for the sale of a leased item. VAT will be added to the purchase price in the amount according to generally binding legislation of the Czech Republic as of the taxable date

The buyer is obliged to pay the seller the purchase price on the basis of a tax document issued by the seller with a maturity of 14 days from the date of delivery of the document to the buyer, unless agreed otherwise. A period of three days is added to the due date for the purpose of postal delivery of the invoice. Invoices can also be delivered by email to the lessee's email address provided in the header of the contract, or another email address provided by him. In the event of a delay in its payment, he shall be obliged to pay a contractual penalty of 0.05% of the purchase price per day. In the event of a delay exceeding 60 days, the seller shall be entitled to withdraw from the contract and the buyer shall be obliged to return the goods. The contracting parties have agreed that any performance provided by the buyer is not refundable and shall be counted towards the use of the subject of purchase until it is released.

The seller is obliged to attach a delivery note to the tax document, or a handover report, confirmed by the buyer, or other documents stipulated in the purchase agreement and agreed upon in writing. The condition of confirmation of the handover report and other documents shall not apply if the buyer fails to accept the goods or sign these documents, etc.

The seller reserves the right to issue an advance invoice in the contractually agreed amount. If a deposit has been agreed, the seller is not obliged to hand over the subject of sale and put it into operation before he receives the payment. In the event of a delay in its payment, the buyer shall be obliged to pay a contractual penalty of 0.5% of the purchase price per day. In the event of a delay of 60 days, the buyer shall be obliged to pay a contractual penalty in the amount of the issued deposit. In the event of a delay exceeding 61 days, the seller shall be entitled to withdraw from the contract and the buyer shall be obliged to return the goods.

The parties have further agreed pursuant to § 2154 et seq. of the New Civil Code that if the prices of certain production costs increase by more than 5%, the purchase price will be adjusted with regard to this fact and raised by this difference (price clause).

2.4 Warranty terms:

The warranty period is established for:

- 24 months for new mobile modules,

and it shall start on the day the subject of sale is put into proper permanent operation.

If a defect occurs during the warranty period, the manufacturer needs to be contacted. If a defect occurs after the warranty period, the supplier of the product needs to be contacted.

If the sale was arranged through a leasing company, all potential rights of the buyer from liability for defects in the delivered item arising from legal regulations will be exercised by the final customer, i.e. the lessee.

The seller is not liable for damages caused by normal wear and tear, unprofessional use and handling of the delivered item, or use of the delivered item for purposes other than those for which the item is intended.

If the buyer refuses or delays the acceptance of the subject of purchase for any reason, the deadline for taking over the subject of purchase is established as 5 days from the seller's notification of the buyer that the subject of sale is ready for acceptance at the designated place of delivery. After this period expires, the subject of purchase shall be deemed delivered and commissioned.

Section: FINAL PROVISIONS

1. Purchase and rental agreements and matters not expressly regulated by these contracts and these general terms and conditions are governed by the relevant provisions of Act. no. 89/2012 Coll., the Civil Code (in the New Civil Code), and other generally binding regulations. When the lessor or seller is mentioned in the GTC, this always means ALGECO s.r.o. When the GTCs mention the lessee or buyer, this always means the client.

2. The contracting parties have agreed that for the purpose of delivering documents, the addresses listed in the Commercial Register will be used as the delivery addresses, unless agreed otherwise. Documents delivered to addresses in the CR, or to mutually agreed addresses, shall be deemed delivered after 3 days from the date of dispatch, even if the contracting party has not received them. The buyer (lessee) is obliged to notify the seller (lessor) of all changes in contact information. If the client cannot be reached at the listed addresses, the seller (lessor) is entitled to remove the containers at the client's expense without his knowledge.

3. The parties have further agreed pursuant to § 630 et seq. 1 of the New Civil Code to extend the limitation period for the right of ALGECO s.r.o. to rent and the purchase price to 15 years.

4. For violation of the obligation under Article 1.2.a) - rental section, the obligation not to sublease the rental object without the lessor's consent pursuant to Article 1.2.e) – rental section, preventing access for the purpose of inspection pursuant to Article 1.2.f) – rental section, failure to obtain the owner's consent pursuant to Article 1.2.g) - rental section - and failure to carry out an electrical inspection pursuant to Article 1.2.j) - rental section - the lessor shall be entitled to a contractual fine of CZK 1,000 (€40) per day until the removal of the defective condition. In the event of a breach of obligations pursuant to Articles 1.2.b) to 1.2.d) – rental section - the lessor shall be entitled to a contractual penalty in the amount of two months' rent pursuant to the contract. In the event of a breach of obligations defined in Art. 1.3.3 par. 1 - rental section, the lessor shall be entitled to a contractual fine of CZK 1,000 (€40) paid by the lessee for each individual violation of the obligations listed in this paragraph. In the event of a breach of obligations defined in Art. 1.3.4, first two sentences (rental section), the lessor shall be entitled to a contractual fine of CZK 5,000 (€200) paid by the lessee for each individual violation of the obligations listed here. In the event of a breach of the obligation to report theft, damage, etc. to law enforcement authorities pursuant to Article 3.3.3.d) (rental section) of this contract, the lessee shall be obliged to pay a contractual fine of CZK 50,000 (€2,000). In the event of a breach of the obligation to return the rental object after the end of the lease term pursuant to Art. 3.5 (rental section), the lessor shall be entitled to charge a monthly contractual penalty in the amount of one month's rent. A claim for a contractual penalty under these GTCs shall be without prejudice to claims for damages. For the purposes of this article, the decisive amounts shall be in CZK; amounts in € shall only be used if the contract itself is in €.

5. A rental or purchase agreement can only be changed, supplemented or cancelled by the consent of both contracting parties and by written amendments with a specific designation.

6. If one or more provisions of a rental or purchase agreement become invalid or unenforceable, the contract as a whole shall remain in force, while only that part directly related to the reason for invalidity or unenforceability shall be considered invalid or unenforceable. The contracting parties undertake to replace or supplement this/these provisions with a new contractual arrangement so that the meaning and purpose of this contract is preserved while respecting the will of the contracting parties.

7 The rental or purchase agreement is drawn up in two counterparts, each of which shall be deemed the original, and each contracting party shall receive one; the agreement shall become valid and effective on the date of its signing by both contracting parties.

8 The seller (lessor) is entitled to withdraw from the rental or purchase agreement (with the exception of legal and other contractual reasons) if the lessee (buyer) submitted invalid personal or company data before the conclusion of the rental or purchase agreement, or if an insolvency petition is filed for the property of the buyer (lessee).

9 Disputes arising from the contract between the participants and in connection with them will be decided by general courts, and the participants expressly establish the District Court in Klatovy, or the Municipal Court in Prague (depending on the material jurisdiction), as the locally competent court pursuant to § 89a of the Code of Civil Procedure.

10 The contracting parties also acknowledge and the client expressly agrees that ALGECO s.r.o. is entitled to submit a contractual dispute to the Arbitration Court Attached to the Chamber of Commerce of the Czech Republic and the Agricultural Chamber of the Czech Republic. Such a dispute shall be decided with finality at the Arbitration Court Attached to the Chamber of Commerce of the Czech Republic and the Agricultural Chamber of the Czech Republic pursuant to its Rules and Regulations by one arbitrator appointed by the Chairman of the Arbitration Court, whereby the contracting parties acknowledge and expressly agree that the proceedings may be conducted expeditiously pursuant to § 30 par. 1 of the Rules.

11 Secondary arrangements between the seller (lessor) and the buyer (lessee) require the written consent of both interested parties to be valid.

12 The client gives his express consent for the contractual relationship to be listed as a reference on the Algeco website or within the Algeco group. The same applies to photo documentation or video documentation; the client gives his express consent to their acquisition, and Algeco is entitled to share references and documentation on social networks (Youtube, Instagram, Facebook, etc.)

These General Terms and Conditions for rental and sale shall become valid on 1 February 2023.

In Spytihněv on 1 February 2023
ALGECO s.r.o.