

# GENERAL TERMS AND CONDITIONS OF RENTAL

## ARTICLE 1 - GENERAL INFORMATION

1.1. These general conditions regulate the rental contract concluded between KLINGER Portugal, Lda. and the Customer in all respects not otherwise provided for in the annexed contract, of which these general conditions form an integral part.

- 1.2. The attached contract will specify, at a minimum:
- » The definition and identification of the rented equipment.
  - » The place of use and the start date of the rental.
  - » The transportation conditions.
  - » The pricing conditions.

It may also indicate:

- » The intended rental period.
- » The terms of service.

1.3. KLINGER Portugal, Lda. supplies the lessee with equipment in accordance with the regulations in force.

1.4. Invoicing will always be in the name of the contracting company.

1.5. No condition, even if included in the specific conditions, may contradict the general rental conditions.

1.6. A duly accepted rental order is binding on the lessee regardless of the bearer or signatory.

1.7. The holder of equipment without a rental agreement duly drawn up and signed by the lessor may be prosecuted for misappropriation or theft of equipment.

## ARTICLE 2 - RENTAL LOCATION

2.1. Access to the site will be authorized to the lessor or his employees, during the term of the lease, for inspection, repair, or maintenance of the leased property.

The lessor or his employees shall report to the site manager equipped with the necessary personal protective equipment and comply with the site's safety regulations and instructions, without prejudice to remaining under the lessor's control and responsibility.

2.2. The lessee must take all necessary steps with the competent authorities to obtain authorization to move the leased equipment on site and/or park it on the public highway.

2.3. The lessee undertakes to secure the necessary authorizations for the lessor or its employees to access the site and the leased property.

## ARTICLE 3 - BINDING

Signing the contract is a prerequisite for renting the equipment.

If for any reason it is not possible to obtain the lessee's signature and the lessor agrees to rent the equipment, the lessee is obliged to sign the contract and return it to the lessor.

3.1. Leased Property.

The equipment, its accessories and everything that allows normal use are made available to the lessee in good working order.

The lessee has the right to refuse the equipment if the lessor does not provide the documents required by the law in force, as well as all the necessary technical instructions.

3.2. Condition of the Leased Asset.

3.2.1. At the time of delivery or return of the leased Goods, they will always be checked by the parties and any defect, damage or non-conformity will be noted.

3.2.2. If the damage or defect found prevents the leased Goods from functioning in accordance with their normal purpose, they will be considered non-conforming.

3.2.3. In the absence of the lessee at the time of delivery of the leased Goods, the lessee must notify the lessor within 12 hours of delivery of any written reservations, defects, and/or apparent non-conformities in relation to the leased Goods.

3.2.4. The equipment is deemed to meet the requirements demanded by the lessee and to be in perfect working order in the absence of any reservation or communication under the terms of the previous paragraphs.

3.3. Date of availability of the leased Goods.

The rental contract may provide, at the choice of the parties, for a delivery or collection date. The party responsible for delivery or collection undertakes to give reasonable advance notice of the delivery of the rented Goods to the agreed location or as a result of these general conditions.

## ARTICLE 4 - RENTAL PERIOD

4.1. The rental begins on the day the rented equipment and its accessories are made available to the lessee under the conditions defined in Article 3 and ends on the day the rented equipment and its accessories are returned to the lessor under the conditions defined in Article 14.

4.2. The foreseeable duration of the rental, from an initial date, may be expressed in any unit of time. Any modification of this duration must be the subject of a new agreement between the parties.

4.3. If it is not possible to determine the precise period of the lease, the lease may also be concluded for an indefinite period. In this case, notices of return or recovery of the equipment are specified in Article 14.

4.4. Incidents relating to the equipment and likely to interrupt the rental period are provided for in Article 9.

## ARTICLE 5 - CONDITIONS OF USE OF THE RENTED PROPERTY

5.1. Nature of use.

5.1.1. The lessee undertakes to inform the lessor of the specific conditions of use of the leased equipment, so that the rules of use and safety established by the applicable law, the manufacturer and/or the lessor can be specified.

5.1.2. The leased Goods may only be operated by duly qualified personnel.

5.1.3. The leased Goods must be kept and maintained in good working order and used in accordance with the rules of use and safety referred to in 5.1.1.

5.1.4. The lessee is prohibited from subletting and/or lending the leased Goods without the express written consent of the lessor.

5.1.5. Any use that is not in accordance with the lessee's prior information or with the normal purpose of the leased Goods shall entitle the lessor to terminate the leasing contract under the terms of Article 18 and to demand the immediate return of the equipment.

## ARTICLE 6 - TRANSPORT

6.1. The transportation of the leased equipment, both outward and return, is carried out under the responsibility of the party carrying it out or having it carried out.

6.2. The party ordering the transportation shall exercise all rights it may have against the carrier and shall be obliged to check that all risks and damage caused to the leased Goods, as well as damage caused by it, are covered by sufficient insurance from the carrier and, in the absence or insufficiency thereof, to take out insurance guaranteeing full coverage.

6.3. The cost of transportation of the leased Goods, both outward and return, is the responsibility of the lessee, unless otherwise specified in the specific conditions.

If the transportation is carried out by a third party, the party who contracted the transportation shall bear the burden of proof that the transportation has been paid for. The party who fails to provide proof of payment upon request shall be liable to the other party for the value of the contracted transportation service, should the latter pay for it.

6.4. Responsibility for loading and/or unloading and/or stowage of the leased Goods rests with the party carrying out those operations.

6.5. Whenever any non-conformity of the Goods is noted upon arrival of the equipment, the consignee must immediately make legal reservations to the carrier and inform the other party so that precautionary measures can be taken without delay, allowing the eventual reporting of the claim to the insurers of the parties and the carrier within the time limits provided for in the respective policies.

## ARTICLE 7 - INSTALLATION, ASSEMBLY, DISASSEMBLY

7.1. Installation, assembly, and disassembly (when these operations prove necessary) are carried out under the responsibility of the party carrying them out or having them carried out.

7.2. The conditions of execution (deadline, price, etc.) are defined in the special conditions.

7.3. Installation, assembly, and disassembly do not modify the duration of the rental, which remains as defined in Article 4.

## ARTICLE 8 - EQUIPMENT MAINTENANCE

8.1. The lessee will regularly carry out all routine maintenance, cleaning and checking of the equipment, using the products recommended by the lessor.

8.2. The lessor undertakes to replace any necessary wearing parts in accordance with environmental regulations.

8.3.1. The lessee undertakes to make the leased Goods available to the lessor for a sufficient period of time and in an accessible place so that the lessor can replace wear parts or carry out any other operation for which he is responsible.

8.3.2. The dates and durations of the interventions are agreed by mutual agreement. Unless otherwise specified in the specific conditions, the time required for maintenance of the equipment at the lessor's expense is an integral part of the rental period, as defined in Article 4.

## ARTICLE 9 - BREAKDOWNS, REPAIRS

9.1. The lessee undertakes to inform the lessor, by any written means, in the event of a breakdown and to immobilize the leased Goods for the duration of the rental period.

9.2. Once the lessor has been informed of the breakdown, the contract is suspended for the duration of the immobilization of the equipment as regards the payment of the price, but remains in force for all other obligations, except as provided for in Article 10.1.

9.3. Breakdowns lasting less than or equal to one week do not modify the conditions of the contract, which remain as defined in Article 4.

9.4. The lessee has the right to terminate this contract immediately by returning the leased Goods to the lessor as soon as the period of one week has elapsed since the information provided for in 9.1 and provided that the rented Goods have not been replaced within that period, unless specific provisions are made in the special conditions.

9.5. No repairs may be carried out by the lessee without the prior written authorization of the lessor.

9.6. Repairs due to abnormal wear or breakage of parts caused by improper use, accident, or negligence are the responsibility of the lessee.

## ARTICLE 10 - OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

10.1. The lessee is responsible for the leased Good during the rental period, from the moment of its delivery and without prejudice to the provisions of the transport contract, if one exists, except:

- » During the repair period when the repair is carried out by the lessor.
- » In the event of theft, from the day the corresponding report is filed with the competent authorities, which the lessee undertakes to immediately forward to the lessor.
- » In the event of an incident, from the day the declaration is made by the lessee to the lessor.

- 10.2. The lessee is responsible for the use of the leased equipment, particularly regarding:
- » The nature of the soil and subsoil.
  - » Legislation relating to public domain and the environment.
- 10.3. The lessee must take all necessary measures to ensure safety in the area where the leased Good is installed and operated, undertaking to remove or disable piping, cellars, galleries, installations, and electrical lines, etc., and, in general, all elements that may pose a risk in the use of the equipment.
- 10.4. The lessee is prohibited from:
- » Using the rented equipment for a purpose other than that for which it is normally intended.
  - » Using the equipment under conditions different from those for which it was leased.
  - » Violating safety regulations established either by the applicable law, by the manufacturer, and/or by the rental company.
- 10.5. The lessee cannot be held responsible for the consequences of hidden defects in the leased Good or for non-apparent wear that renders it unsuitable for its intended use.

#### **ARTICLE 11 – DAMAGE CAUSED TO THIRD PARTIES (“CIVIL LIABILITY” INSURANCE)**

- 11.1. The lessee is responsible for any damage caused by the leased Good during the rental period.
- 11.2. The lessee declares that their civil liability is covered by an insurance contract for damage caused to third parties by the leased Good.

#### **ARTICLE 12 – DAMAGE TO THE LEASED GOOD**

- 12.1. In the event of any damage caused to the leased Good, the lessee undertakes to report it in writing to the lessor within a maximum period of 48 hours.
- 12.2. In the event of an accident or any other incident, the lessee undertakes to:
- » Take all necessary measures to protect the interests of the lessor or the lessor's insurer.
  - » Notify the lessor of the incident within 48 hours by registered letter.
  - » In case of bodily injury, theft, or vandalism, report the event to the police authorities within 48 hours, providing details of the circumstances, date, time, location, and identification of the leased Good.
  - » Send all documents related to the event, including the police report, to the lessor within two days.
- 12.3. The lessee must cover their liability for damages caused by taking out insurance that covers the leased Good. This insurance may be specific to the leased Good or general, provided it covers all equipment leased by the lessee. The policy must be in effect on the day the leased equipment is made available and must be maintained throughout the duration of this rental contract. In case of damage to the leased Good, the lessee waives any rights against the lessor and its insurers.

- 12.4. Damage caused to the leased Goods will be assessed as follows:
- » For repairable Goods: equal to the cost of the necessary repairs to restore the Good to the condition in which it was delivered by the lessor to the lessee.
  - » In the case of non-repairable, stolen, or lost Goods, compensation shall be based on the replacement value, less a depreciation coefficient determined by an expert or, in the absence of such an expert, in accordance with specific conditions.

- 12.5. If the Good is non-repairable, stolen, or otherwise lost, the lessee undertakes to compensate the lessor within 5 working days for the replacement value of the Good or new equipment at the date of loss (catalog value), after deduction of an obsolescence percentage of 8% per year, limited to 50%.

For equipment with less than one year of use, the deduction for obsolescence is 0.70% per month of use.

The compensation paid by the lessee does not grant ownership rights over the leased Good, which remains the exclusive property of the lessor.

The lessor is the sole party to decide whether to carry out the repair.

#### **ARTICLE 13 – REGULAR PREVENTIVE MAINTENANCE OF THE LEASED GOOD**

- 13.1. The lessee shall make the leased Good available to the lessor or any designated person for the purpose of regular preventive maintenance whenever necessary.
- 13.2. In the event of a malfunction or breakdown of the leased Good detected during maintenance operations, the Good will be immobilized, and the provisions of Article 9 shall apply.
- 13.3. The cost of regular preventive maintenance of the leased Good is the responsibility of the lessor.
- 13.4. The time required to carry out regular preventive maintenance of the leased Good is considered part of the rental period, up to a limit of half a working day.

#### **ARTICLE 14 – RETURN OF THE LEASED GOOD**

- 14.1. The lessee undertakes to return the leased Good in good condition and clean, without prejudice to normal wear and tear inherent to the duration of use. Unless otherwise agreed between the parties, the equipment shall be returned to the lessor's premises during the lessor's working hours.
- 14.2. When the return transport of the leased Good is carried out by the lessor or by a carrier contracted by the lessor, the lessor and the lessee agree to arrange the date and place of collection by any written means.
- 14.3. Upon receipt of the leased Good, the lessor shall draw up a receipt report which will include:
- » The date and time of return.
  - » An indication of any damage, defects, or non-conformity of the leased Good, particularly regarding the condition of the returned Good.

14.4. Equipment and accessories not returned and not declared as stolen or lost will be invoiced by the lessor to the lessee at the replacement price, after the lessor has notified the lessee to return them and granted a deadline for this purpose.

14.5. If the equipment requires repair due to damage attributable to the lessee, the cost of the repair shall be borne by the lessee, who shall make the payment within 5 days after presentation of the respective invoice.

14.5.1. For the purposes stated in the preceding paragraph, the parties agree to jointly verify the damage and the corresponding repair cost, but the repair shall be carried out without such verification whenever the lessee prevents its immediate execution or within the deadline set by the lessor.

**ARTICLE 15 – PRICE**

15.1. The rental price or fee is generally set per unit of time, with any starting unit of time to be paid within the limit of one day.

15.2. Special conditions regulate the terms and conditions for the cancellation of an equipment rental reservation.

The lessee undertakes to inform the lessor in writing about the cancellation of an equipment reservation at least 24 hours before the agreed rental start date, being obliged to pay the daily price if the cancellation is not made within that notice period.

15.3. Any technical personnel intervention, such as installers, at the lessee’s premises is governed by Article 7.

15.4. In case of modification of the initially agreed rental period, the parties may renegotiate the price of the said rental fee.

15.5. Sale of accessories and consumables.

Consumables and accessories sold by the lessor have a 1-year warranty against any manufacturing defects. The warranty is limited to the replacement of defective products, excluding all other damage.

The warranty ceases in case of abnormal use or lack of maintenance of the guaranteed products.

The contracting parties agree that KLINGER Portugal, Lda. reserves ownership of the sold products until full payment of the respective price.

**ARTICLE 16 – PAYMENT**

16.1. Payment conditions are specified in the special conditions. In the absence of any contractual provision, payment shall be understood as immediate, net, and without discount.

Failure to pay the rent within the agreed deadline or within 3 working days following notification of such default entitles KLINGER Portugal, Lda. to immediately terminate the contract, and the lessee shall be obliged to return the leased Good immediately.

A security deposit may be agreed upon between the lessor and lessee in any legally acceptable form as a guarantee for the fulfillment of the lessee’s obligations under the contract, which shall be refunded at the end of the contract if not required to secure such fulfillment.

16.2. Penalties for late payment

Invoices issued by the lessor and unpaid by the lessee on the due date will accrue late payment interest at the supplementary rate legally provided for commercial company credits.

**ARTICLE 17 – TERMINATION**

In case of breach of the obligations stipulated in the contract, the non-defaulting party has the right to terminate the rental contract, without prejudice to any damages it may claim, provided that the defaulting party has been previously notified to fulfill the outstanding obligation within a reasonable timeframe.

**ARTICLE 18 – OBLIGATIONS OF THE LESSEE**

18.1. The lessee is prohibited from assigning or pledging the leased equipment as collateral, and undertakes to inform, in any seizure or attachment procedure, or whenever necessary, of the existence of the lessor’s ownership right over the leased equipment, of which they are merely the possessor under the rental contract, a copy of which must be provided.

18.2. The lessee must immediately inform the lessor if any third-party attempts to assert any rights incompatible with the lessor’s ownership rights over the leased equipment.

18.3. The lessee shall not remove or alter the ownership plates affixed to the leased equipment, nor any inscriptions made by the lessor. The lessee shall not affix any inscription or mark on the leased equipment without the lessor’s authorization.

The Customer declares having read and understood these general conditions of the rental contract and accepts them, signing below:

Place and Date: \_\_\_\_\_, \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name:

Position:

Company: