

General terms and conditions for rental agreements

These General Terms and Conditions (hereinafter referred to as the GTC) govern the relations between Pro Tool Solutions s.r.o. as the lessor (hereinafter referred to as the company) and the lessee (hereinafter referred to as the customer), which arise from the lease agreement concluded between them. Unless otherwise provided for in such an agreement, these GTC shall apply to the relationship between the parties in accordance with Section 1751, paragraph 1 of Act No. 89/2012 Coll., the Civil Code. If any contractual arrangement between the parties is missing in the agreement or in these GTC, the relevant provisions of Act No. 89/2012 Coll., the Civil Code shall apply, and if there are none, then the provisions of another relevant law of the Czech Republic shall apply. The customer acknowledges the following conditions as binding for all performance to be performed within the framework of the agreement with the company.

1. Delivery times

The customer confirms that the leased object is in perfect condition at the time of acceptance. By signing the contract, the customer undertakes to return the leased object within the agreed time in a condition corresponding to normal wear and tear, undamaged and in working order.

1.2 The customer is obliged to confirm the acceptance of the tools by signing the handover report, whereby the customer simultaneously confirms that the technical condition of the tools and their accessories complies with all generally binding regulations and is fully suitable for the agreed use.

1.3 The company retains ownership of the leased object and all its components for the entire duration of the contractual relationship. At the same time, the company retains the copyright to the catalogues, drawings and other documents without reservation. Such documents are only indicative, unless they are explicitly marked as binding.

1.4 Any subsequent or ancillary agreements or amendments to the contract must be made in writing and signed by both parties.

2. Device care and maintenance

The customer is obliged to take proper and considerate care of the leased item, and is obliged to comply with all generally binding maintenance regulations and the company's recommendations and instructions.

2.2 The customer undertakes to comply with the scope of use of the leased item as stated in the contract, with the condition that the leased item may not be used in any way under other conditions, in other applications, in other operations or at other workplaces than those agreed with the company.

2.3 The customer undertakes to comply with the instructions in the operating instructions. Furthermore, he undertakes to carry out ordinary, daily maintenance and care of the leased item at his own expense. In particular, it is necessary to:

- a. Check each device daily before the start of each shift in accordance with the operating instructions.
- b. In the event of a malfunction, shut down the device and do not use it.

3. Device care and maintenance

3.1 The Customer is not entitled to allow any third party to use the leased object and is obliged to ensure that the leased object is used exclusively by its employees, who are competent in accordance with the applicable regulations and recommendations of the Company and are properly trained.

3.2 The Customer is obliged to immediately notify the Company of all violations and damage to the leased object, as well as all significant changes in operating conditions.

3.3 The Company will be allowed unhindered access to the leased object.

Pro Tool Solutions s.r.o.

Rybná 716/24, Prague, Old Town, ZIP: 110 00 · Phone +420 774 490 185 · office@protoolsolutions.cz
<https://protoolsolutions.cz>

Company ID: 19117507, VAT ID: CZ 19117507. The company is registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 381734.

4. Rent

4.1 The Company shall be entitled to the agreed rent for the provision of the leased object to the Customer. The rent does not include the costs of transport, freight, loading, transport insurance, customs duties, fees, etc. The rent price also does not include VAT.

4.2 If the amount of costs affecting the rent changes during the term of the contract, the rent may be adjusted to the changed circumstances.

4.3 The price list is available on the Company's website.

4.4 The Company shall notify the Customer in writing of the new rent rate and the moment of its effectiveness.

4.5 The flat-rate monthly rent does not include the following:

- a. Costs of repairing defects resulting from damage caused by the operator, improper use or unprofessional intervention.
- b. Costs of cleaning the truck, especially in cases of stickers or heavy soiling.

5. Payment terms

5.1 Unless otherwise agreed by both parties in writing, the customer shall always pay the company a principal, i.e. a deposit for the rental fee. This principal will be deposited on the day the customer takes over the tool. The rental fee is due immediately upon return of the tool by the customer, unless the tax document issued by the company specifies a later due date, but no later than fourteen days from the date of issue of the invoice. In the case of long-term rentals, then automatically on the dates specified in the contract, with the date of payment being considered the date of crediting to the company's account.

5.2 The obligation to pay rent arises on the effective date of the contract and ends on the date of return of the leased object.

5.3 All payments will be made without any deductions in favor of the company.

5.4 The customer is not entitled to reduce payments or tie them to anything, he can only set off his receivables towards the company that have been recognized by the company or have been confirmed by a final and unchallengeable court decision.

5.5 The customer undertakes to pay interest on the default at the statutory rate on the amount owed for each day of delay.

5.6 If after issuing an invoice it becomes apparent that the company's claim to payment is threatened, in particular as a result of a deterioration in the customer's financial situation (especially in the event of the initiation of insolvency or execution proceedings against the customer), the company is entitled, at its discretion, to make the invoice immediately due, regardless of the due date specified on the invoice or in the contract. In such a case, the company may also withdraw from the contract with immediate effect.

5.7 The company is entitled to set off all claims it has incurred against the customer, regardless of the legal reason, against all claims of the customer. This also applies if payment in cash has been agreed on the one hand and payment by bill of exchange or other act on the other. If the claims are due at different times, the company's claims shall become due at the latest when its obligations become due.

6. Duration of the contract

6.1 Contracts are concluded for a fixed period of time as agreed by the parties in the contract as temporary (to cover a very short period of time), short-term (up to one year) and long-term (over one year). Its validity period may be extended by written agreement of both parties or in the manner specified in the contract, if so agreed.

7. Termination of the contract – notice and withdrawal

7.1 Temporary and short-term contracts may be terminated before the agreed termination date exclusively by the company by terminating the contract without giving a reason, or with its express written consent. The notice period is 1 month and begins to run from the moment the notice is delivered to the customer.

7.2 Long-term contracts may be terminated by the customer if the company materially breaches its obligations under the contract or the GTC. The notice period is 2 months and begins to run from the moment the notice is delivered to the company. Long-term contracts may be terminated by the company in the manner specified in Article 7.1 of these GTC.

7.3 If the customer uses the leased object in such a way that it wears out beyond what is reasonable under the circumstances or there is a risk of its destruction, the company is entitled to call on the customer to use the leased object properly and to give him a reasonable period of time to rectify the situation and to warn him of the possible consequences of not heeding the call. If the customer does not heed this call, the company has the right to terminate the contract without notice. However, if there is a serious danger of delay, the company has the right to terminate the contract without notice without calling on the customer to rectify the situation. This does not affect the company's right to withdraw from the contract under Article 7.4 below.

7.4 The Company is entitled to withdraw from the contract in all cases stipulated in the contract and in these GTC, in particular if:

- a. the customer is in arrears with any payment under the contract or these GTC for more than five days for temporary and short-term contracts, or more than twenty days for long-term contracts;
- b. the customer breaches any obligation under the contract or these GTC, in particular if he fails to comply with the provisions of Articles 2.1, 2.2, 2.3, 2.5, 3.1, 3.2, 3.3, 3.5, 4.1.;
- c. the customer becomes insolvent, enters into liquidation or insolvency or execution proceedings are initiated against him;
- d. there are changes in ownership and changes in the composition of the statutory bodies of the customer;

7.5 In the event of withdrawal from the contract for any reason (except for the reason under Article

7.4 letter d), the customer undertakes to pay the company a contractual penalty in the amount of half of the rent that would have been due to the company for the period by which the contract was prematurely shortened.

8. Dangers, risks, costs and damages

8.1 Delivery of the leased item to the place of deployment and its return after the termination of the lease agreement to the place designated by the company is carried out at the risk and expense of the customer.

8.2 All risks during operation for the duration of the contract are borne by the customer.

8.3 The customer is liable for all damages and damage to the rental object.

8.4 The company is not liable for damages that occur in connection with the operation of the rental object to the customer, his employees or third parties. It is also not liable for damages that occur due to delayed handover of the rental object or that are caused by damage to the engine or for any other reason.

8.5 The customer pays all fees, contributions, taxes and other expenses that must be paid in connection with the rental use of the rental object

9. Side agreements

9.1 Supplementary agreements, amendments and/or supplements to the contract require written form to be effective. The same applies to waivers of the requirement of written form.

9.2 If any of the above provisions - regardless of the legal title - should be or become ineffective, the remaining provisions shall remain unaffected.

9.3 The contracting parties have agreed that all disputes arising from the lease agreement and these GTC in the first instance will be resolved either by the District Court for Prague 1 or the Municipal Court in Prague, depending on the subject matter jurisdiction of the court.

In Prague on January 1, 2024

Pro Tool Solutions s.r.o.

Pro Tool Solutions s.r.o.

Rybná 716/24, Prague, Old Town, ZIP: 110 00 · Phone +420 774 490 185 · office@protoolsolutions.cz
<https://protoolsolutions.cz>

Company ID: 19117507, VAT ID: CZ 19117507. The company is registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 381734.