General Terms and Conditions of Lease ("GTCL")

Liftos Sp. z o.o., Poland

§1 General Provisions

1. These General Terms and Conditions of Lease constitute general terms and conditions of agreement within the meaning of Article 384 et seq. of the Polish Act of April 23, 1964 - Civil Code and an integral part of the lease offer of LIFTOS and each lease agreement concluded with LIFTOS. They apply to matters not otherwise regulated in the offer or additional agreement between the Parties.
2. Provisions inconsistent with GTCL do not bind LIFTOS, even if they have not been explicitly negated. Such conditions bind Liftos if he expressly agrees in writing to a different regulation of the mutual rights and obligations of the Parties. In particular, the acceptance of any general terms and conditions applicable to the Lessee, or other terms or documents of a similar nature by signing the Lessor's order confirmation or any other documents referring to these terms, is excluded.
3. GTCL are made public and available for this purpose at the LIFTOS website - https://liftos.pl/do-pobrania/.
4. For the purposes of these GTCL, the following terms are given the following meanings:
    a. **Lessor/LIFTOS** – Liftos Sp. z o.o. (limited liability company) with its registered office in Gdansk (80-237) at ul. Jana Uphagena 27, Poland, entered into the register of entrepreneurs of the National Court Register by the District Court Gdańsk - North in Gdańsk, VIII Commercial Division of the National Court Register under number KRS 0000753550, NIP (Tax ID) 5862337757, REGON (Statistical Number) 381626307, with a share capital of PLN 100,000.00.
    b. **Lessee** – an entrepreneur within the meaning of the Polish Act of March 6, 2018 - Entrepreneurs' Law, a state, local government or social institution, who submitted an Inquiry or with whom LIFTOS concluded an Agreement.
    c. **Equipment** – warehouse technology devices or their parts, in particular forklifts with their equipment, components, and accessories (batteries, chargers, additional equipment, etc.) and any other movable property leased to the Lessee under the Agreement.
    d. **Agreement** – a lease agreement under which the Lessee takes the Equipment from LIFTOS in possession on the terms specified in GTCL, in accordance with the provisions of the Offer accepted by the Lessee and an additional agreement between the Parties, if concluded.
    e. **Business Days** – days from Monday to Friday, excluding public holidays (within the meaning of the Polish law).
    f. **Parties** – the Lessor and the Lessee.
    g. **Order** – a statement by the Lessee addressed to LIFTOS submitted in writing, via email as an attachment or included in the email message, constituting acceptance of the offer prepared by LIFTOS in response to the Inquiry and directly aimed at concluding the Agreement. The Order specifies in particular the details of the Equipment. By placing the Order, the Lessee declares that he has read the content of the GTCL delivered to him before its acceptance and accepts them in full without reservations, in particular agreeing that they define the rights and obligations of the parties to the Agreement.
    h. **Inquiry** – a statement by the Lessee addressed to LIFTOS using the webform available at https://liftos.pl/wynajem/ or sent to the email address office@liftos.pl, including the necessary data sufficient to prepare an Offer by LIFTOS, including brand, year of production, drive, lifting capacity, the rent.
    i. **Offer** – a declaration of intent by LIFTOS to conclude a lease agreement with the Lessee. The offer includes in particular: technical specification of the Equipment, lease period, rental, payment terms (currency, deadline), motor-hour limit, rate per hour in case of exceeding the motor-hour limit, place of

delivery of the Equipment, validity period of the offer.

§2 Conclusion of the Agreement

1. The Agreement is concluded upon confirmation by LIFTOS of the acceptance of the Order.
2. Lack of acceptance of the Order by LIFTOS after receiving the Order or lack of explicit acceptance by LIFTOS of the Lessee's modifications in the terms of the Order or Offer means refusal to accept the Order for execution. In this situation, the Lessee has no claims against LIFTOS related to the Order/Offer.

§3 Lease Term, Delivery, and Return

1. The Agreement is concluded for a definite period indicated in the Order accepted by the Lessor. If the Order does not specify the lease period, the Agreement is concluded for the period indicated in the Offer.
2. The lease begins on the day the Equipment is handed over to the Lessee and ends upon the return of the Equipment to the Lessor, in both cases confirmed by a "Handover Protocol," the template of which is Annex No. 1 to GTCL. The Lessee cannot unjustifiably refuse to accept the Equipment and sign the Protocol. If the Lessee unjustifiably refuses to accept the Equipment and sign the Handover Protocol, the Lessor has the right to draw up a unilateral Handover Protocol, which constitutes the basis for starting the rent calculation and issuing an invoice, while retaining the Equipment in possession. The cost of storing the Equipment is borne by the Lessee.
3. The delivery time of the Equipment is the number of weeks indicated in the Agreement counted from the date of conclusion of the Agreement.
4. The risk of accidental loss or damage to the Equipment passes to the Lessee upon receipt of the Equipment by the carrier.
5. Unless the Parties agree otherwise, the Lessor delivers and collects the Equipment at the Lessee's expense.
6. The Lessee has the right to use the Equipment for a specified period with a set limit of 100 moto-hours per month per machine. The Parties reserve the right to control the machine's hour meter no more than once a month. In case of exceeding the average monthly moto-hour limit, the Lessor may charge an additional fee of EUR 40.00 (forty) net for each hour of machine operation above the agreed limit.
7. The final settlement for additional moto-hours will take place after the end of the Agreement based on the meter reading provided in the Handover Protocol. In case of hour meter failure, the number of moto-hours will be estimated by the Lessor based on the technical condition of the Equipment and the average of previously recorded meter readings.
8. The Lessee is obliged to return the Equipment to LIFTOS within 1 business day from the end of the Agreement in a state of normative wear resulting from proper use of the Equipment. The return will be confirmed by a technical assessment performed by a LIFTOS service technician. Based on the assessment in case of mechanical damage revealed LIFTOS will charge the Lessee with repair costs. The Lessee is not responsible for wear resulting from proper use.

§4 Lessee's Obligations and Acceptable Use Rules

1. The Lessee is obliged to use the Equipment in accordance with its intended purpose and applicable law and in accordance with the operating instructions.
2. Without the Lessor's written consent, the Lessee cannot give the Equipment in whole or in part to a third party for free use or sublease.
3. The forklift operator or other person using the Equipment must have appropriate, valid qualifications in accordance with current regulations.
4. To maintain the technical efficiency of the Equipment and work safety, the Lessee is obliged, in particular to:
   a. comply with applicable laws, in particular those related to conditions for the operation of close transport machines, health and safety regulations, including those applicable in the

Lessee's enterprise, as well as the provisions of these GTCL;

b. comply with the operating instructions of the machine, including observing permissible load norms of the Equipment, properly securing the Equipment against weather conditions such as rain, snow, hail, etc., in particular by providing a covered parking space for the Equipment;

c. systematically perform daily maintenance activities of the Equipment, in particular: ensuring proper power supply to the Equipment, checking the Equipment before starting work, checking the moto-hour meter, checking the oil level in the engine, coolant level and other operating fluids along with their replenishment, verifying tire air pressure, checking the electrolyte level in starting and traction batteries and replenishing distilled water (if necessary), charging starting and traction batteries in a full cycle, maintaining the Equipment in full cleanliness, including cleaning wheels and rollers.

5. The Lessor has the right to verify the technical condition of the Equipment at any time. The Lessee is obliged to immediately enable the Lessor to conduct an inspection.
6. The Lessee is obliged to maintain and return the Equipment clean, orderly, and in full functionality.
7. Using the Equipment in a place other than the one agreed between the Parties requires prior written consent from the Lessor.
8. The Lessee is obliged to take all measures to protect the Equipment from adverse weather conditions or any third-party interference.
9. The Lessee is obliged to immediately (within 24 hours) notify the Lessor of any failure of the Equipment or its involvement in an accident or a more serious incident concerning the operation of the Equipment, by sending a relevant notification to the email serwis@liftos.pl with a detailed description of the failure and/or event. The Lessee undertakes to take necessary actions to minimize damage caused to the Equipment in connection with its involvement in an accident, in particular, to immobilize the Equipment and secure it against further damage.
10. The Lessee is obliged to immediately notify the Lessor of any attempt to seize the Equipment by enforcement authorities or public authorities, of the intention or at the latest of the fact of filing a petition for restructuring proceedings or bankruptcy covering the Lessee's assets or related to its main shareholders, as well as of the intention to liquidate the conducted business, significantly reduce it, or change the profile of the conducted business.

§5 Maintenance

1. All costs related to the maintenance services of the Equipment are borne by the Lessee and are settled separately according to the Lessor's standard rates, subject to section 2 and subsequent of this section.
2. The Parties may agree in the Agreement that as part of the rent, the Lessor provides technical inspection supervision along with assistance and full service maintenance (Full Service – without accessories and spare parts) of the Equipment by the Lessor's service technicians, which means maintenance inspections of the Equipment in accordance with the operating instructions, repairs of damages resulting from proper use, repairs of failures and damages caused by reasons inherent in the Equipment or caused by the Lessor, along with the provision of spare parts and auxiliary materials.
3. The Full Service does not include in particular:
   a. tire replacement;
   b. in the case of leasing an electrically powered Equipment – replacement of batteries worn out through proper use, replacement of cells, boxes, battery repairs (connectors, screws, central water filling system – aquamatic – and aeration <track air>);
   c. replacement of forks, fuses, bulbs;
   d. costs related to the operation of the Equipment, including: fuel, fluids necessary for daily maintenance of the Equipment, battery charging, distilled water, etc.;

e. repairs of mechanical damages caused by reasons beyond the Lessor's control, e.g., resulting from improper use or caused by external factors (e.g., fire, flood, force majeure).

4. All repairs, maintenance inspections, improvements, and other changes may only be performed by persons indicated by the Lessor, including in the scope of services and purchase of parts not covered by the Full Service. The Lessee is obliged to immediately notify the Lessor of the need to perform a repair or maintenance inspection in accordance with the operating instructions or the inspection sticker on the Equipment, however the decision whether to perform the maintenance inspection is made by the Lessor at his discretion. In the case of any service interventions performed by the Lessee or a third party, the Lessor has the right to restore the Equipment to its original state at the Lessee's expense and demand appropriate compensation.
5. The service technician indicated by LIFTOS is obliged to prepare a protocol after each service visit. The Lessee is obliged to sign the protocol and may also submit comments to the protocol.
6. The dates of periodic inspections and tests connected with technical inspection supervision will be agreed with the Lessee each time, no later than 7 days before the given inspection/test.
7. The Lessee is obliged to timely prepare and make the Equipment available to the Lessor and ensure a proper, safe, and adequately lit place for the performance of service activities.
8. Service activities, including failure removal, are performed by the Lessor on Business Days.
9. The Lessee is obliged to report service requests via email to: serwis@liftos.pl.

§6 Rent

1. The rent includes:
   a. fees for the use of the Equipment,
   b. the cost of technical inspection supervision along with assistance,
   c. fees for the Full Service, if this service has been purchased by the Lessee.
2. The rent is calculated as follows:
   a. in the case of leases for periods longer than 1 month – for each calendar month of the lease, including Saturdays, Sundays, and public holidays;
   b. in the case of leases for periods shorter than 1 month – for each day of the lease, including Saturdays, Sundays, and public holidays.
3. Regardless of the time of delivery or collection of the Equipment, the rent is due in full for the day of delivery or collection of the Equipment.
4. In the event of a change in the technical condition of the Equipment, the Lessor, in agreement with the Lessee, has the right to change the amount of the rent. Additionally, the Lessor is entitled to unilaterally change the rent in the event of deterioration of the working environment of the Equipment (deterioration of the surface, work in an environment with increased dust, humidity, elevated temperature above 50°C or lowered temperature below -10°C) compared to the state on the date of conclusion of the Agreement, changes in the equipment of the Equipment required by changes in applicable law or performed at the Lessee's request, or in the event of changes in fees or taxes related to the Equipment (e.g., introduction of the obligation to insure the Equipment for civil liability, significant changes in civil liability insurance rates). In the cases mentioned in the preceding sentence, the change in the rent does not constitute a change to the Agreement.
5. The amount of the rent is subject to annual indexation based on the average annual index of changes in consumer goods and services prices announced by the Polish President of the Central Statistical Office (GUS), according to the formula:

   C = Cp x Wi%, where

   C – rent rate in the current year
   Cp – rent rate for the previous year
   Wi – average annual index of changes in

consumer goods and services prices for the previous year

§7 Payments

1. Settlements under the Agreement will be conducted in Polish currency. It is permissible to agree on settlements in a foreign currency. In such a case, if payment is to be made in a foreign currency, the foreign currency is converted into Polish currency according to the average exchange rate of the National Bank of Poland (NBP) applicable on the day preceding the invoice issuance date.
2. The prices provided by LIFTOS are net prices, to which, if applicable, value-added tax (VAT) is added at the rate applicable on the invoice issuance date.
3. If such a requirement is included in the Offer, the Lessee will pay LIFTOS an advance payment in the amount resulting from the Agreement within 3 days from the date of its conclusion. LIFTOS will deliver a VAT invoice documenting the advance payment to the Lessee within the time and on the terms resulting from tax law regulations. LIFTOS is entitled to condition the conclusion of the Agreement or the commencement of Order execution on receiving the advance payment.
4. Unless the Parties have agreed otherwise in the Agreement, the rent is payable in advance within 14 days from the date of issuing the VAT invoice, delivered to the Lessee within the time and on the terms resulting from tax law regulations. The Parties agree to treat each VAT invoice as a payment demand.
5. Unless the Parties have agreed otherwise, the transport and unloading of the Equipment are organized by the Lessor at the Lessee's expense and risk on terms previously presented for the Lessee's acceptance or constituting part of the Offer.
6. In the event of any arrears in payment resulting from the Agreement, LIFTOS will be entitled, after prior demand to the Lessee for immediate payment, no later than within the next business day, to charge maximum interest for delay.
7. If the Lessee is late with the payment of one or more liabilities, the Lessor may condition the performance of the Agreement on the payment of the overdue amount or the provision of additional security by the Lessee for such amounts due.
8. If the Lessee has placed more than one Order with the Lessor, LIFTOS has the right to declare all the Lessee's obligations towards LIFTOS immediately due, regardless of their payment terms, if:
   a. the Lessee fails to pay any invoice or to perform other obligation towards the Lessor on time;
   b. the Lessee is declared bankrupt or a bankruptcy petition is filed against the Lessee.
9. The date of payment of the rent is considered the date of crediting the funds to the LIFTOS bank account.

§8 Agreement Termination, Suspension of Services

1. The Lessor may terminate the Agreement with a 1-week notice period if the Equipment becomes necessary for reasons unforeseen at the time of concluding the Agreement or for other important reasons.
2. The Lessor reserves the right to terminate the Agreement in whole or in relation to part of the Equipment covered by the lease, suspend the provision of Full Service (if purchased), without notice, if the Lessee:
   a. is more than 14 days late with the payment of the rent,
   b. uses the Equipment in a manner contrary to the provisions of the Agreement and GTCL or otherwise fails to properly care for the Equipment,
   c. without the Lessor's consent, gives the Equipment in whole or in part to a third party for free use or sublease;
   d. without the Lessor's consent, changes the place of use of the Equipment;

e. otherwise significantly violates the provisions of the Agreement or GTCL.

3. Regardless of the rights arising from the provisions of section 2 hereof, in the cases indicated in section 2(b), the Lessor has the right to demand additional security for the proper performance of the Agreement, in particular in the form of a security deposit.
4. In the event of the Agreement termination in the manner specified in section 2 hereof, the Lessee is obliged to immediately return the Equipment to the Lessor at the place indicated by him and to pay the Lessor liquidated damages in the amount of 90% of the rental sums for the period that has been shortened, i.e. for the period for which the Lessor would have collected rent if the Agreement had not been terminated earlier.
5. If, after the termination of the Agreement, the Lessee avoids returning the Equipment to the Lessor, the Lessee will be obliged to pay the Lessor liquidated damages for unauthorized use of the Equipment in the amount of 300% of the last monthly rent for the Equipment for each commenced month of non-return of the Equipment.
6. The Lessor has the right to deduct liquidated damages from the deposit, and also has the right to claim compensation exceeding the amount of the stipulated liquidated damages if the sum thereof does not cover the damage caused in connection with the act or omission of the Lessee.

§9 Liability

1. The Parties are liable towards each other for non-performance or improper performance of obligations arising from the Agreement on general principles.
2. In the event that a third party raises justified claims against a Party for damages arising in connection with the performance of the Agreement, the other Party will be obliged to cooperate with the Party to the extent necessary to defend its rights and interests.
3. Any liability of LIFTOS for non-performance or improper performance of obligations under the Agreement includes only direct loss suffered and documented by the Lessee, excluding any indirect, special, incidental, or consequential loss or damage (even if LIFTOS has been advised of the possibility of such a loss) or for loss of business revenue, loss of profits, damage to reputation, pure financial loss.
4. LIFTOS's total liability, regardless of the number and legal basis of the Lessee's or third party's claims, shall be limited to the amount constituting 100% of the value of the Agreement. The Lessee hereby releases LIFTOS from any liability exceeding the limits provided for in this Chapter.
5. LIFTOS declares that in order to secure potential claims of Lessees, it has a valid business liability insurance policy.
6. If so stipulated in the Agreement, the Lessee is obliged to pay a deposit to secure potential claims of LIFTOS for damages or wear and tear of the Equipment beyond normal use (taking into account the possible Full Service) or non-payment of financial obligations arising from the Agreement, as well as to cover the costs of possible enforcement of the return of the Equipment. LIFTOS has the right to withhold the issuance of the Equipment or the provision of Full Service until the deposit is paid. After the termination of the Agreement, the deposit will be returned to the Lessee at its nominal value, no later than within 14 days from the date of return of the Equipment to LIFTOS, provided there are no arrears on the part of the Lessee, in particular in rent payments, and after LIFTOS confirms the absence of damage or destruction to the Equipment justifying the Lessee's liability. The deposit is non-interest bearing. The deposit cannot be used to cover the rent for the last month of the lease without the written consent of LIFTOS.

§10 Confidentiality

The Parties and their representatives are obliged to keep secret all information of confidential nature or

marked so obtained from the other Party and its employees, regardless of the form of its presentation or communication, and not to disclose it to third parties in any way.

§11 Communication

1. The Parties undertake to exchange information for the purposes of performing the Agreement via email, traditional mail, or directly through authorized employees. Whenever the Agreement or GTCL requires a statement or information to be submitted, without explicitly indicating the form in which the statement or information is to be submitted, the Parties are entitled to use the forms of communication provided for in this paragraph.
2. The Parties' arrangements related to the form of information exchange between the Parties is not binding whenever the law requires a written form or a special form.
3. Any changes to the Agreement require a written form to be valid.
4. Unless the provisions of the Agreement or GTCL provide otherwise, statements or information may be exchanged between the Parties through authorized employees, provided that the authority to act on behalf of the Party is not in doubt. In case of doubt as to the authorization of the Party's employee or the scope of this authorization, the Parties are entitled to request the submission of an appropriate power of attorney from persons authorized to represent the Party in light of the current extract from the relevant register or records.
5. In disputed matters, it is assumed that the statement binds the Party if it was made by the Party's employee via an email address operating within the official domain of the Party or by mail using the Party's letterhead – unless it is proved that the statement was made as a result of an unlawful act by the Party's employee or a third party.

§12 Miscellaneous

1. LIFTOS declares that it is the owner of the Equipment or has other legal title that entitles it to lease the Equipment.
2. In the event that any provision of GTCL proves to be invalid or contrary to generally applicable law, the Parties agree that this will not affect the validity of the remaining provisions of the Agreement or GTCL, and the Parties will make joint arrangements to replace the invalid or ineffective provision with a new provision, similar in content to the previously applicable one.
3. The Agreement, GTCL, and the related rights and obligations of the Parties are governed by Polish law, regardless of the Lessee's place of residence.
4. Any disputes arising between the Parties in connection with the performance or interpretation of the Agreement will be resolved amicably, and in the event of failure to reach an agreement within 60 days from the notification of the dispute by either Party, the disputes will be submitted to the common court competent for the registered office of LIFTOS.
5. LIFTOS reserves the right to change GTCL for important reasons. LIFTOS notifies the Lessee of the change in GTCL 14 days before the changes take effect. In the event of a change in GTCL, the Lessee has the right to object within 5 days from the date the changes take effect. Submitting an objection is equivalent to the Lessee terminating the Agreement with a 2-month notice period. In this case, during the notice period, the Lessee is bound by the current content of GTCL.

Appendix no. 1 – Template Acceptance Protocol

HANDOVER PROTOCOL

(hereinafter: „Protocol")

Drafted on _____ in _____ by and between:

LIFTOS Sp. z o.o. (Polish Llimited Liability Company) with its seat in Gdańsk (80-237), ul. Jana Uphagena 27, Poland, entered into the National Court Register conducted by the District Court Gdansk-North in Gdansk, VIII Commercial Division of the National Court Register, under the number KRS 0000753550, NIP (Tax ID No.) 5862337757, REGON (Statistical No.) 381626307, with share capital of PLN 100,000.00, represented by a person authorized to hand over the machine:

……

and

_____, address: _____, Company Number: _____

VAT ID Number: _____, represented by _____

hereinafter referred to as the "**Lessee**"

referred to collectively as the "**Parties**," and individually as a "**Party**".

This Protocol has been prepared in performance of the Lease Agreement concluded between the Parties on ..... in _____ (hereinafter: the "Agreement").

Date and time of delivery of the machine with serial number ..... in accordance with the

Agreement: .....

The delivered machine was found to be complete/incomplete *.

The machine has been accepted without reservations/with reservations *.

Documentation handed over to the Lessee:

……..

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Reservations

List of identified defects:

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……
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Binding remarks and recommendations:

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_____ _____

LIFTOS LESSEE