

GENERAL TERMS AND CONDITIONS OF LEASE AGREEMENT (GTL) DATED 21.02.2018

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Lease Agreement (the "GTL") govern all significant elements of the Equipment Lease relationship between Eidotech and the Client and constitute an integral part of the Lease Agreement executed between Eidotech and the Client, unless the Parties have explicitly excluded applicability of these GTL or particular provisions hereof, or explicitly amend particular provisions of these GTL in the Lease Agreement.
2. These GTL along with the Lease Agreement form the basis of the lease relationship between Eidotech and the Client. For the avoidance of doubt, these GTL do not apply to consumers.
3. No other provisions, documents or representations shall constitute any basis for the formation of a legal relationship (or its part) between the Parties unless the Parties expressly agree otherwise in the Lease Agreement.
4. For the avoidance of doubt, any general terms and conditions of contracts, regulations or contractual standards used by the Client in their activities or by third parties shall not apply to the legal relationship between Eidotech and the Client.
5. In the case of any discrepancies between the Lease Agreement and these GTL, the Lease Agreement, exclusive of these GTL, shall prevail.
6. Subject to mandatory provisions of law, including in particular the Public Procurement Law of 29 January 2004 (Journal of Laws No. 19, item 177 as amended), these GTL shall apply to each Client.

II. DEFINITIONS

Unless expressly stated otherwise in these GTL, all capitalised terms used in these GTL shall have the following meaning:

"Confidential Information"

means the fact that the Lease Agreement has been negotiated and signed as well as any information of technical, financial, commercial or confidential nature concerning the Parties and the terms and conditions of the Lease Agreement, including correspondence related to the Lease Agreement, disclosed by one Party to the other Party directly or indirectly either before or after the Lease Agreement is signed;

"Client"

means any person, unit, institution and any entity being a party to the Lease Agreement, including in particular a sole trader, a partnership, a company or any other legal entity created under private law or public law, except for a consumer within the meaning of article 221 of the Polish Civil Code;

"Eidotech"

means Eidotech Polska Spolka z ograniczona odpowiedzialnoscia with its registered office in Warsaw (01-217) at ul. Kolejowa 15/17, entered in the Business Register of the Polish Court Register kept by the District Court for Warsaw in Warsaw, 12th Commercial Division of the Polish Court Register (KRS), under KRS no. 0000311923, TAX ID no. (NIP) PL8992649267;

"Equipment"

means multimedia devices and /or other devices and movable objects used for the organization of art exhibitions or other events, together with complete accessories, spare parts, manuals and guidelines, being the subject of the Lease Agreement;

"Force Majeure"

means any circumstance or event beyond the control and without the fault or negligence of the Party affected and which by the exercise of due diligence the Party affected was unable to prevent. Force Majeure includes in particular (but is not limited to) the events of:

- a. war, invasion, acts of terrorism, civil war, rebellion, revolution, insurrection, or military or usurped power, requisition or expropriation by any governmental or other competent authority;
- b. earthquake, flood, fire or other natural disaster, including but not limited to weather conditions such as e.g. hurricanes, and snow storms, regardless of severity;

- c. strikes at a national level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party, its subcontractors or its suppliers, and which are relevant to the performance of the Lease Agreement.

"Lease"

means the Client's right to use the Equipment for a Lease Period, in exchange for the agreed rent paid to Eidotech, as specified in the Lease Agreement;

"Lease Agreement"

means the lease agreement executed between Eidotech as the lessor and a respective Client as the lessee, based on: (i) non-binding terms and conditions of lease proposed by Eidotech, subsequently accepted by the Client and finally confirmed by Eidotech, (ii) all Client's orders accepted and approved by Eidotech, or (iii) arrangements of the Parties made in writing or by electronic means (e-mail), in particular a rental contract document, covering:

- a. data identifying the Client and the Client's representatives responsible for the performance of the Lease Agreement;
- b. the type and quantity of the Equipment;
- c. the planned Lease Period;
- d. the amount and date of payment of the Lease rent, as a net value;
- e. the Place of Lease;
- f. the insurance value of individual components of the Equipment;
- g. the Client's written declaration on the acknowledgement of these GTL.

For the avoidance of doubt, terms and conditions of lease accepted by both Parties, order confirmations, delivery notes as well as a rental contract document, signed and approved by authorized representatives of Eidotech, constitute a valid Lease Agreement binding upon both Parties;

"Lease Period"

means a period from the date the Equipment is released to the Client (responsibility is transferred) for the purpose of its paid use to the date the Equipment is returned to Eidotech, as specified in detail in paragraph III of these GTL;

"Parties"

means Eidotech and the respective Client, being the parties to the Lease Agreement;

"Place of Lease"

means the Client's registered office or another place specified in the Lease Agreement, where the Equipment will be used by the Client;

"Return Document"

means any document related to Client's return of the Equipment to Eidotech, approved and signed by Eidotech or the carrier appointed by Eidotech, also in the form of a relevant shipping document;

"Shipping Document"

means any document based on which the Equipment is released to the Client for Lease, signed by the Client or a person/carrier appointed by the Client.

III. DELIVERY AND RETURN OF EQUIPMENT

1. The Equipment shall be delivered and returned at the Place of Lease or another agreed place, as arranged between the Parties, based on a Shipping Document or Return Document, as the case may be.
2. Unless otherwise stated, the Equipment shall be delivered and returned at the Client's expense. Eidotech shall arrange the delivery in consultation with the Client.
3. The Client shall check the completeness of the Equipment and its technical condition and report possible defects of the Equipment to Eidotech immediately upon its receipt, but no later than within three (3) days of the date of its receipt by the Client, established based on the date of the execution of the Shipping Document by the Client. If the Client does not comment on

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the Equipment within such time, the Parties shall conclude that by signing the Shipping Document, the Client confirmed that the Equipment is complete, in good working order and fit for the intended purpose and that the Client is familiar with Equipment operation principles and has knowledge necessary for its appropriate use.

4. If the Client notifies defects of the Equipment immediately, no later than within the period mentioned in section 3 above, relevant provisions of paragraph VIII hereof will apply.
5. If the Client fails to notify a defect immediately, in any case no later than within the period mentioned in section 3 above, the Client will not be permitted to reduce the amount of the Lease rent nor exercise any retention right on that basis, no matter whether the Client has such right under generally applicable regulations.
6. The Client shall be liable for any and all damage to the Equipment and/or to the property and assets of third parties that arises from the Client being culpable of neglecting or delaying notifying Eidotech of a defect of the Equipment.
7. Transfer of responsibility for the leased Equipment from Eidotech to the Client shall depend on a type of delivery, and shall be as follows:
 - a. Ex-works/pick-up and return by the Client directly from/to Eidotech's storage: the Client shall assume responsibility for the Equipment from the time the Equipment is transferred to the Client or a person/carrier appointed by the Client at the place of pick-up (Eidotech storage). From this time on, the Client shall bear all risks of loss of or damage to the Equipment. The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, the return of the Equipment shall be deemed complete when a Return Document is signed by a duly authorized representative of Eidotech at Eidotech's storage;
 - b. Eidotech's deliveries to an agreed destination: the Client shall assume responsibility for all the Equipment from the time the Equipment is delivered to the agreed place of delivery. From this time on, the Client shall bear all risks of loss of or damage to the Equipment. The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, the return of the Equipment shall be deemed complete and hence responsibility for the Equipment shall be transferred to Eidotech when a Return Document is signed by an authorized representative of Eidotech;
 - c. Delivery of goods to a carrier appointed by the Client: the Client shall assume responsibility for all the Equipment from the time the Equipment is transferred to a carrier appointed by the Client (usually at a customs border - airport terminal). From this time on, the Client shall bear all risks of loss of or damage to the Equipment. The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, the return of the Equipment shall be deemed complete upon the transfer of the Equipment to a carrier appointed by Eidotech, and when the Return Document has been signed by a duly authorized representative of Eidotech.
4. The Equipment delivery and return dates indicated in the rental contract document prepared by Eidotech forming part of the Lease Agreement shall determine the exact Lease Period.
5. From the time when the Equipment is released to the Client, as stated by the Shipping Document, to the date when it is returned to Eidotech, as stated by the Return Document, the risk of loss or damage to the Equipment shall pass to the Client.
6. In the event that the delivery of the Equipment is delayed for reasons attributable to the Client, the risk shall pass to the Client at the time the carrier notifies the Client that the Equipment is ready to be released.
7. The Client shall be held fully liable towards Eidotech for any damage suffered by Eidotech due to non-performance or improper performance of the Lease Agreement, particularly the Client shall fully indemnify Eidotech for any loss, theft or damage of the Equipment. Any liability of Eidotech towards the Client for any damage resulting directly or indirectly from the use of the Equipment is excluded within the maximum limits permitted by the law.

IV. FITNESS FOR INTENDED PURPOSE, FAIR WEAR AND TEAR

1. The Equipment is handed over to the Client in a condition adequate to the agreed use.
2. From the time the Equipment is released until it is duly returned, the Client shall have a legal duty to ensure the safety of the Equipment.
3. The Client commits to return the Equipment in a non-deteriorated condition (fair wear and tear accepted).
4. The Client, through its duly qualified personnel, is obliged to perform maintenance of the Equipment as necessary to maintain it a non-deteriorated condition, stipulated by the Parties in the Lease Agreement, including in these GTL, reference manuals, or any other written or oral guidelines provided by Eidotech.

V. USE OF EQUIPMENT, LIMITATIONS ON USE

1. The Client is obliged to use Equipment at the Place of Lease. In the event of a change of Place of Lease, caused by circumstances beyond the control of the Client or Force Majeure, the Client is obliged to immediately notify Eidotech of that fact.
2. The Client shall use the Equipment with due care, according to its intended purpose, its properties and manuals, instructions, handling instructions and guidelines of Eidotech and the manufacturer (if provided or made accessible). The Client must carefully handle devices, ensure the proper functioning of the Equipment and promptly notify Eidotech about any identified malfunctions of the Equipment.
3. The Client must not, without express written consent of Eidotech, use the Equipment for any purposes other than those provided for in the Lease Agreement, including these GTL, in particular, it must not use the Equipment for any commercial purposes other than those specified in the Lease Agreement.
4. The Client is obliged to protect the Equipment against loss or damage. In the case of loss of or damage to the Equipment, the Client shall immediately, but no later than within 24 hours of the time of loss or damage of the Equipment, inform Eidotech about this fact. In the event of loss of the Equipment as a result of theft or any other offence, the Client is obliged to report such incident to appropriate authorities, in particular to the local police.
5. The Client may entrust the operation of the Equipment only to persons having appropriate knowledge of Equipment functioning and operation. The Client must ensure that the Equipment is handled and installed properly, in accordance with Eidotech's instructions and guidelines, and with the manufacturer's manual. In addition, the Client shall only connect the Equipment to a secure and stable power grid. The continuous operation of the Equipment on the 24/7 basis without explicit permission from Eidotech is forbidden, as is the operation of the Equipment that is not in conformity with the manufacturer's manual (e.g. excessively high or low temperature, humidity, dust, haze, smoke, blockage of ventilation etc.).
6. The Client is responsible for providing a reliable and adequate technical environment for the powering of the Equipment, including but not limited to the adequate electrical installation. The technical environment must conform to the existing laws and norms for this type of technical environment, and meet the requirements of the manufacturers of the Equipment. The Client shall be held liable for any damage caused to the Equipment by an inadequate, unstable or otherwise faulty technical environment in which it put the Equipment, in particular a defective electrical installation.
7. Standard terms of the Lease Agreement permit the usage of the Equipment within the Place of Lease visiting hours only (as published on the website of the Place of Lease), but in any case the Equipment should not be used for more than 11 hours per day. Any prolonged usage of the Equipment - especially on a 24/7 basis - shall be regarded as non-standard, and it shall be forbidden for the following types of Equipment: most multimedia projectors, film and slide projectors, DVD players, and Blu-ray players. Any intended use of such type of Equipment beyond the Place of Lease visiting hours requires express consent of Eidotech (to be given by e-mail or included in an offer/the Lease Agreement). Eidotech reserves the right to charge additional fees, if any such type of multimedia Equipment

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is in the "ON" mode beyond the Place of Lease visiting hours or longer than it was agreed upon, of up to a maximum of three times the rent for the item in question (in the case of 24/7 usage). The Client shall be held liable for any damage caused to the Equipment by its prolonged use.

8. Eidotech has to be consulted about any prolonged usage of any types of devices. Eidotech may charge additional fees if the usage of the Equipment is prolonged without such consultation.
9. The Client is obliged to monitor the wear of the Equipment and, if necessary, replace and maintain consumable items such as lamps in multimedia and analogue projectors at its own expense. Replacement and maintenance should be made by the Client's qualified personnel following the timetable and instructions of Eidotech and the manufacturers and according to manuals and recommendations made available to the Client.
10. Subject to the foregoing section 9, the Client may not, without prior written consent of Eidotech, make any changes to the Equipment, and in particular install any additional or replacement equipment and software. If any changes are made to the Equipment without prior written consent of Eidotech, the Client shall pay Eidotech an amount equal to the value of the changed component part of the Equipment according to the value indicated to the Client for insurance purposes.
11. If the services regarding the Equipment performed by Eidotech require additional expenses that are not covered in the Lease Agreement (e.g. costs related to the preparation of digital files and unexpected additional fees related to delivery), Eidotech, providing an estimate of the expected additional costs in advance, shall be entitled to document such additional expenses and invoice them to the Client.
12. Eidotech is entitled at any time to monitor the condition and manner of use of the Equipment at the Place of Lease, and the Client is obliged to enable Eidotech to inspect the current condition of the Equipment.
13. Eidotech is entitled to terminate the Lease Agreement and demand the return of the Equipment before the Lease Period expires for compelling reasons, including but not limited to: (i) a considerable deterioration in the Client's financial circumstances; (ii) bad checks being issued by the Client; (iii) initiation of debt collection proceedings against the Client; (iv) insufficient care of the Equipment; and (v) improper or illegal use of the Equipment. In that case, the Client commits to immediately return the Equipment before the expiry of the Lease Period, at Eidotech's any request. The Client will then be refunded by Eidotech for the proportionate rent paid by the Client for the Lease Period not used by the Client.
14. Where the use of the Equipment involves also the use of software, the software shall be used in accordance with the terms of the licence as determined by the licensor. Eidotech shall not be held liable for any damage done to the Client by the software used thereby, particularly where the software is used contrary to the licence.
15. The Client, without prior written consent of Eidotech, shall not have the right to sublease the Equipment or release it to any third party whether against payment or free of charge.

VI. NON-CONTRACTUAL USE OF EQUIPMENT

1. The use of the Equipment without prior express written consent of Eidotech after the Lease Period specified in the Lease Agreement expires or after the Lease Agreement is terminated may in no case be considered as an extension/renewal of the Lease Agreement.
2. In the case of failure to return the Equipment immediately, in the above-mentioned cases, Eidotech shall be entitled to charge a contractual penalty equal to 150% of the daily Lease rent rate for each day of the non-contractual use of the Equipment until the date it is returned. Notwithstanding such contractual penalty, if the Client fails to return the Equipment within two (2) weeks, despite having received a request for that from Eidotech, the Client shall be obliged to pay to Eidotech an additional contractual penalty equivalent to the insurance value of the Equipment. In each case, the Client shall also be obliged to cover the costs incurred by Eidotech to recover possession of the Equipment, including any costs of debt collection. The risk of damage to or loss of the Equipment shall rest with the Client until Eidotech regains possession of Equipment.

3. Eidotech reserves the right to claim for compensation exceeding the contractual penalties indicated above. Eidotech reserves the right to charge the Client with all additional costs of the non-contractual use of the Equipment, including in particular the costs of the purchase or sublease of equal equipment from another entity to secure it for another project or the costs of express deliveries of the Equipment or new booking for an overseas shipment due to the Equipment having been returned late by the Client.

VII. INSURANCE

1. The Client shall at its own cost and expense take out, maintain during the entire Lease Period, and pay in due time for insurance of the Equipment against all risks, of the amount equal to the full insurance value of the Equipment specified in the Lease Agreement. Such insurance shall in particular cover all loss, theft, general damage, damage due to vandalism, destruction, and damage caused by natural forces or Force Majeure of or to the Equipment.
2. Unless stipulated otherwise, in the event of loss of or damage to the Equipment, the Client is obliged to pay Eidotech a contractual penalty equal to the amount of the full insurance value of the lost or damaged Equipment specified in the Lease Agreement immediately after Eidotech issues an invoice, irrespective of any actions or omissions of the insurance company, in particular in the case of a delay in payment of compensation by the insurer to the Client. If the Client delays payment of a contractual penalty for lost or damaged Equipment, Eidotech reserves the right to charge further rent until the contractual penalty for lost or damaged Equipment is fully paid. Eidotech also reserves the right to claim compensation exceeding the amount of the contractual penalty referred to in this section 2.
3. Eidotech reserves the right to request that the Client hand over to Eidotech the insurance policy with general terms and conditions of insurance, a proof of payment of insurance premiums and a statement of the Client approved by the insurance company about the transfer of rights under the insurance contract to Eidotech, requiring the insurer to pay compensation for damage caused to the Equipment directly to Eidotech. The Client shall inform Eidotech without delay of any changes in the insurance.
4. In the event that the Lease Period is extended for any reason beyond the period provided for by the Parties in the Lease Agreement, the Client shall maintain the insurance on the existing terms and conditions throughout the period when the Equipment is in the Client's possession.

VIII. FAULTS AND REPLACEMENT OF FAULTY EQUIPMENT

1. Eidotech shall release the Equipment to the Client without any defects or damage that could prevent the Equipment from being used for the purpose agreed by the Parties in the Lease Agreement.
2. The Client shall notify, to the e-mail address of Eidotech specified in the Lease Agreement, any defects or irregularities that threaten the proper functioning of the Equipment during the Lease Period and its use for an intended purpose, immediately, but no later than within one (1) day after any defect or irregularity is detected. The Client shall be held liable for the delay in notifying Eidotech about the defect or irregularity and for the damage resulting therefrom.
3. If Client fails to give immediate notice of any defect or irregularity, the Client shall not be permitted to claim a reduction in the Lease rent nor exercise any retention right on that basis, no matter whether the Client has such right under generally applicable regulations.
4. The Equipment delivered to the Client is always pre-checked by Eidotech and is in good condition, but nevertheless its failures can never be excluded. Therefore, Eidotech always recommends and in some cases requires the lease of backup equipment to prevent any interruption of an exhibition for which the Equipment has been leased, especially for exhibitions taking place outside of Poland because of longer times and higher costs of potential deliveries of replacement equipment. The same applies to events of high importance and/or short-term events (festivals, art fairs).
5. In the case of any malfunction of the Equipment, Eidotech shall assist the Client in establishing the nature of and reasons for the malfunction.

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- The Client is requested to provide Eidotech with all details of the malfunction including photo and/or video documentation, to answer questions about the malfunction and to perform tests recommended by Eidotech. Such tests can be performed on behalf of the Client by persons having appropriate qualifications and knowledge with regard to Equipment's functioning and operation only.
6. In the event of a failure or malfunction of the Equipment caused by reasons that are not attributable to the Client, Eidotech shall make replacement equipment equivalent in terms of technical parameters to the faulty Equipment available to the Client. Eidotech shall deliver the replacement equipment via standard forwarding service, and not express delivery. Any extra services (such as express delivery or Equipment upgrade) shall be invoiced by Eidotech to the Client. Eidotech reserves the right to further investigate the exact cause of the malfunction after the defective Equipment or its part is returned to its service.
 7. If the cause of the defect turns out to be attributable to the Client (and not to the normal wear and tear of the Equipment), Eidotech can demand reimbursement for costs of the repair/damage of the Equipment or the additional delivery and rent for the additional rental of the replacement equipment on terms identical to those of the Equipment Lease, as provided for in section 9 below. Irrespective of the above and other Eidotech's claims under these GTL and applicable law, Eidotech can also demand reimbursement for costs of checking the Equipment and its additional delivery in the case when reasons for the malfunction of the Equipment given by the Client turn out to be false or misleading.
 8. The causes of malfunction attributable to the Client include in particular: physical damage, improper handling, improper installation, a faulty, insecure or unstable power grid, operation of the Equipment on a 24/7 basis without explicit permission from Eidotech, operation of the Equipment that is not in conformity with the manufacturer's manual (e.g. excessively high or low temperature, humidity, dust, haze, smoke, blockage of ventilation etc.).
 9. Where replacement equipment has been delivered to the Client in connection with a failure or malfunction of the Equipment caused by reasons attributable to the Client, Eidotech shall be entitled to rent from the Client for such replacement equipment on terms identical to those of the Equipment Lease, irrespective of the Lease rent specified in the Lease Agreement being paid. All additional costs of transport or shipping costs shall be covered by the Client.
 10. The Client shall not have a right to repair or modify the Equipment without prior express written consent of Eidotech. If the Equipment is repaired or modified without prior express written consent of Eidotech, Eidotech may require the Client to pay a contractual penalty in the amount equal to the insurance value of the Equipment (or its relevant component) and to reimburse the costs of its restoration to the previous condition, which shall be without prejudice to Eidotech's right to seek compensation for damage resulting from such action of the Client, exceeding the amount of the contractual penalty.
 11. In the unlikely event that a repair must be undertaken at the Place of Lease and under the supervision of the Client (in any case upon written consent of Eidotech), it must be undertaken by personnel of services officially approved by the manufacturer or by Eidotech. The Client must obtain Eidotech's prior approval of the costs, method and rules of such repairs. Such approval may be sent by Eidotech via e-mail.
 12. If in the case of the malfunction of the Equipment (or any item thereof) during the Lease Period, Eidotech shall either provide an equivalent replacement, or withdraw from or terminate effective immediately that part of the Lease Agreement that concerns the defective Equipment (or its particular item) in question. In the latter case, Eidotech will reimburse the Client for the equivalent of the rent paid for the defective Equipment (or this particular item) for that time in the Lease Period during which the Client was not able to use the defective Equipment (or this particular item).
 13. Subject to the Client's rights expressly provided for in these GTL or mandatory provisions of law, Eidotech shall in no event be held liable for any damage suffered by the Client resulting from or related to downtime caused by malfunction of the Equipment.
 14. Communications regarding issues indicated in this paragraph VIII shall be sent by e-mail. If any crucial decisions or statements are made during phone calls, a summary by e-mail shall be provided by a representative of Eidotech in order for them to be valid.
 15. Provisions of these GTL applicable to the Equipment shall also apply accordingly to the replacement /backup equipment referred to in this paragraph VIII.
 16. Any claims of the Client concerning defective Equipment other than those indicated under these GTL are excluded to the maximum extent permitted by the applicable law.
- IX. RETURN OF DAMAGED EQUIPMENT**
1. If Eidotech finds that the condition of the returned Equipment is not consistent with the terms and conditions of the Lease Agreement (in particular, it exceeds normal wear and tear of the Equipment), Eidotech reserves the right to charge the Client with the cost of its repair, based on a damage protocol and Eidotech's in-house repair cost valuation, which shall be final and binding upon the Client.
 2. Within thirty (30) days from the Equipment return date, Eidotech shall provide the Client with a preliminary Equipment repair cost calculation and damage protocol, but Eidotech stipulates that in some cases a longer timeframe for a preliminary repair cost assessment might be necessary. The final repair cost calculation shall be presented to the Client within seven (7) days of the repair completion. The Client shall pay the repair cost within seven (7) days of receiving the notice of the final repair cost.
 3. If given Equipment is damaged completely (repair is impossible or its costs exceed the value of the Equipment), the Client shall pay to Eidotech a contractual penalty equal to the amount of the insurance value of such Equipment stipulated in the Lease Agreement. Paragraph VII section 2 shall apply accordingly, in particular Eidotech reserves right to claim compensation exceeding the amount of the contractual penalty.
 4. If the Client is in delay of payment of the contractual penalty for the complete or partial damage of Equipment, Eidotech reserves the right to charge the Client daily rent (on terms identical to those of the Equipment Lease indicated in the Lease Agreement) for the Equipment in question until the contractual penalty is fully paid. In particular, the Client is to pay the agreed rent (based on a daily rate calculated under the Lease Agreement) for the time of a possible repair.
- X. PAYMENTS AND COLLATERAL**
1. Any sums due to Eidotech presented in any offer, acceptance, the Lease Agreement or any other document are in EUR, unless Eidotech and the Client agree otherwise in writing. These amounts do not include any taxes, fees, transport and shipping costs or similar charges that are due now or shall be payable in the future in connection with the Lease Agreement. Taxes, fees, transport and shipping costs or similar charges shall be charged by Eidotech if, under these GTL or under the law, Eidotech is obliged or entitled to pay or collect them and the Client is obliged to pay them.
 2. The Client is obliged to pay the sums due in the amount and within the dates specified in the Lease Agreement and resulting from invoices.
 3. All payments to Eidotech shall be made to the bank account indicated in the invoices. The payment date shall be the date Eidotech's bank account is credited.
 4. If the Client fails to meet the payment deadline, Eidotech will be authorised to charge maximum interest for each day of delay.
 5. The obligation to pay the Lease rent lies with the Client regardless of whether or not the Client has actually used Equipment during the Lease Period.
 6. Eidotech may require the Client to make an advance payment towards the Lease rent or secure the performance of the Lease Agreement with a deposit on terms and conditions set forth in the Lease Agreement. In such case, Eidotech is entitled to withhold the delivery of the Equipment to the Client until such advance payment is made or such deposit is established by the Client.
 7. Eidotech may at any time deduct from the deposit paid by the Client any sums due to Eidotech, arising out of or in connection with the Lease Agreement or other agreements concluded between the Parties, including in par-

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DATED 21.02.2018

particular the amount of outstanding Lease rent and other benefits, contractual penalties, fees, additional charges, damages including interest for the period of delay, and claims for damage, destruction or loss of Equipment.

8. In the event Eidotech makes a deduction from the deposit, Eidotech may require the Client to supplement the deposit to the original amount within three (3) days of the date of receiving information about the deduction from Eidotech. The deposit shall be returned within seven (7) days after the Equipment is returned in a condition in no way worse after accounts are fully settled between the Parties under the Lease Agreement. Eidotech, at its discretion, has the right to demand at any time other additional collateral for the Lease Agreement, which should be paid and/or established by the Client within three (3) days of the date of such request by Eidotech.
9. Irrespective of the Lease rent and other costs indicated in the Lease Agreement or these GTL, the Client shall be liable to pay contractual penalties if events stipulated herein occur and in the amounts indicated in these GTL.
10. Whenever the Lease Agreement and/or these GTL provide for the Client's obligation to pay a penalty, this will be without prejudice to Eidotech's right to be compensated in full by the Client for any damage, and such compensation may exceed the amount of a contractual penalty stipulated.
11. The Client shall not be entitled to deduct any sums due to the Client from Eidotech from any of Eidotech's claims against the Client under the Lease Agreement.

XI. EIDOTECH'S LIABILITY

1. Eidotech shall be liable only for actual and direct damage arising out of non-performance or improper performance of its obligations under these GTL or the Lease Agreement. In any case, Eidotech's liability is limited to the amount of rent paid by the Client for that part of the non-performance or improper performance of Eidotech's obligations under these GTL or the Lease Agreement giving rise to Eidotech's liability. Eidotech shall not be liable towards the Client or any third parties for any indirect damage or lost profits.
2. Eidotech shall not be held liable for failure to perform or improper performance of its obligations under these GTL or the Lease Agreement if it has been caused by Force Majeure. In the event that a Force Majeure event lasts longer than one (1) month (or if Eidotech assumes reasonably that the delay will continue for more than one (1) month), Eidotech shall be entitled to terminate the Lease Agreement in whole or in part without any obligations towards the Client.
3. In each of the cases of non-performance due to Force Majeure, the performance of the Lease Agreement or its portion by Eidotech shall be suspended for the duration of Force Majeure, without any obligation or liability of Eidotech towards the Client in respect of any damage resulting therefrom.
4. Eidotech shall not be liable for the actions and omissions of any person who has been subcontracted for a specific task for the Client. In such case, the Client is entitled to exercise its rights directly against the subcontractor.
5. Provisions of this paragraph XI shall also apply accordingly to the liability in connection with non-performance or improper performance of additional services rendered to the Client in connection with the performance of the Lease Agreement.

XII. THIRD PARTY RIGHTS

1. The Client warrants that the execution and performance of the Lease Agreement will not affect any third party rights, in particular copyrights or licence rights to protected works recorded on the Equipment, and Eidotech shall not be liable for any infringement of such rights by the Client.
2. If as a result of the use of the Equipment by the Client any claims are raised against Eidotech for breach of any third party rights, including in particular the copyrights or licence rights, the Client will hold Eidotech harmless against any liability related to such claims filed against Eidotech, join any proceedings, including court proceedings connected with such breach and cover all costs incurred by Eidotech when combating such claims, including the court fees and costs of legal advice related to such proceedings.

XIII. LEASE PERIOD AND TERMINATION OF LEASE AGREEMENT

1. The Lease Agreement shall be binding from the date of its execution (joint statements of will made by both Parties) until the expiry of the Lease Period or the date of its termination.
2. The Lease Agreement can be terminated early only for good reason, on terms and conditions stipulated in these GTL and/or in the Lease Agreement.
3. Eidotech shall be entitled to terminate the Lease Agreement with immediate effect in the following cases:
 - a. the Client is in delay of payment of the sums due under the Lease Agreement for at least seven (7) days;
 - b. the Client fails to establish, within the provided time limits, any collateral for the performance of the Lease Agreement, including in particular a deposit, or pay an advance payment stipulated in the Lease Agreement;
 - c. the Client fails to conclude the insurance contract referred to in paragraph VII of these GTL;
 - d. the Client uses the Equipment in a manner contrary to the one specified in the Lease Agreement and/or these GTL or in a manner contrary to its intended use, including in particular exposing the Equipment to loss or damage, subletting or making the Equipment available for use to a third party, and changing the Place of Lease without Eidotech's prior consent;
 - e. in the event of a risk of the Client's insolvency, of filing a petition for the Client's deletion from the relevant register, or if a resolution is adopted to dissolve the Client (being a company) and open its liquidation procedure or when the Client's receivership has been established.
6. In the event of early termination of the Lease Agreement by the Client, before the start of the Lease Period, whatever the case may be, Eidotech may charge the Client with contractual penalties in the following amounts:
 - a. 30% of the Lease rent for the whole Lease Period, if the Lease Agreement is terminated within thirty (30) days before the start of the Lease Period indicated in the Lease Agreement;
 - b. 40% of the Lease rent for the whole Lease Period, if the Lease Agreement is terminated within fourteen (14) days before the start of the Lease Period indicated in the Lease Agreement;
 - c. 50% of the Lease rent for the whole Lease Period, if the Lease Agreement is terminated within eight (8) days before the start of the Lease Period indicated in the Lease Agreement;
 - d. 100% of the Lease rent for the whole Lease Period, if the Lease Agreement is terminated seven (7) or fewer days before the start of the Lease Period indicated in the Lease Agreement.
5. If the Lease Agreement is terminated before the Lease Period expires, the Client shall immediately return the Equipment at its own expense to Eidotech. In the event of failure by the Client to return the Equipment within three (3) days of termination of the Lease Agreement, Eidotech shall have the right to collect the Equipment on its own at the Client's expense.
6. The Client may not assign the Agreement or any of their rights or obligations under the Agreement without Eidotech's written consent.

XIV. CONFIDENTIALITY

1. The Parties shall keep Confidential Information confidential.
2. A Party receiving Confidential Information will:
 - a. keep it confidential;
 - b. not disclose it to any third party without the disclosing Party's consent;
 - c. not use Confidential Information for any purpose other than that indicated in the Lease Agreement or to perform its obligations under the Lease Agreement.

Eidotech Polska Sp. z o.o., siedziba i adres: ul. Kolejowa 15/17, 01-217 Warszawa • REGON: 020784990 • NIP: PL8992649267
Tel: +48 22 631 66 37 • Tel/Fax: +48 22 631 94 49 • www.eidotech.pl • e-mail: info@eidotech.pl

Kapitał zakładowy: 50.000 zł • KRS: 0000311923

Sąd Rejonowy dla m. st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego
Deutsche Bank Polska SA: PLN: 14 1910 1048 2258 4424 6420 0001 • EUR: PL84 1910 1048 2258 4424 6420 0002 • SWIFT: DEUTPLPX
Pekao SA: PLN: 78 1240 1994 1111 0010 1907 4228 • EUR: PL40 1240 1994 1978 0010 1907 4824 • SWIFT: PKOPPLPW

GENERAL TERMS AND CONDITIONS OF LEASE AGREEMENT (GTL)
DATED 21.02.2018

4. A Party receiving Confidential Information may disclose it to its employees, subcontractors, cooperating parties and legal, tax and financial advisers, informing them of the obligation to keep the Confidential Information confidential.
5. The confidentiality obligation does not apply to Confidential Information:
 - a. that is disclosed pursuant to the law to public administrative authorities or courts; or
 - b. that was known to the receiving Party before it was disclosed by the disclosing Party; or
 - c. that the Party receiving the Confidential Information lawfully obtained from a third party.
4. The confidentiality obligation as referred to in this paragraph XIV is not limited in time.

XV. COMMUNICATION

1. Any notices under or in connection with the execution and performance of the Lease Agreement and these GTL shall be drawn up in writing and delivered by registered mail, courier or e-mail with confirmation of receipt by the Party that is to receive the notice, unless the GTL or the Lease Agreement provides for another particular form (e.g. e-mail).
2. Notices shall be sent to the addresses or e-mail addresses indicated by the Parties in the Lease Agreement.
3. Notices shall be deemed received as follows:
 - a. notices sent via registered mail, at the time of acknowledgement of receipt or in the absence of acknowledgement of receipt, upon the expiry of seven (7) calendar days after the day of the second notification of delivery;
 - b. notices sent via courier, at the time of delivery;
 - c. notices sent via e-mail, when they are sent by the sender, provided that the sender does not receive automatically generated information that the message has not been delivered to the recipient's proper e-mail address.

XVI. DISPUTE RESOLUTION AND APPLICABLE LAW

1. The Parties shall first attempt to settle any dispute arising out of the Lease Agreement amicably (especially through negotiation or mediation). If the Parties fail to resolve the dispute amicably within two (2) weeks, it shall be settled by the competent court having territorial and substantive jurisdiction over Eidotech's registered office, unless the Parties agree otherwise in the Lease Agreement.
2. These GTL shall be governed by and interpreted in accordance with the laws of Poland.

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