

- **Algeco d.o.o. General business conditions**

Chapter: **LEASE**

## **1. Subject of the Lease**

### **1.1 Definition**

The subject of the Lease is portable habitable containers, spatial containers, storage containers and sanitary pumps, used and new, including furniture, and equipment. The containers, as specified above, are manufactured in accordance with technical standards and occupational safety rules, applicable to such kind of products.

### **1.2 General Rules for Use of hire units**

The hire unit:

- a) can only be placed on the site, which has been agreed beforehand between the Lessee and the Lessor. The Lessor must be informed of any changes in the location of the leased unit, and the Lessor's consent is required to change the place of installation;
- b) must not be integrated in buildings or other facilities. After the lease period has expired, it must be fully separable;
- c) it must be equipped with plates indicating lease throughout the lease period. The Lessee shall not remove plates or otherwise reduce their legibility;
- d) it shall not be subject to any recovery without the written permission of the Lessor. Such breach of the contract may be considered as a reason for an immediate termination of the contract by the Lessor;
- e) must be protected by the Lessee from an unauthorized conduct of third parties and must not be transferred to a third party for use or sublease without the written permission of the Lessor;
- f) it must at all times be available to the Lessor for the duration of the lease, which has the right to verify the status and operation of the leased units;
- g) if the subject of the lease is placed on land not owned by the Lessee or accessed only through land or buildings not owned by the Lessee, he must provide access from the owner before the authorization so that the Lessor can check or remove the subject of the lease;
- h) the Lessee must maintain proper condition of the rented unit, protect it from damage or destruction and, at the end of the lease period, deliver it in a condition that corresponds to normal wear for the period in question;
- i) during the return of the subject of the lease after the expiry of the lease period or in the event of the early annulment of the contract, the Lessee shall return the subject of the lease in the same condition as it was received, taking into account the usual wear. The subject of the lease may not include the Lessee's property or property of a third party. The Lessee is aware of and agrees that all objects that remain in the leased object upon return will become the property of the Lessor. This means that the Lessor may require reimbursement of costs for their removal or storage of objects with a third party.
- j) the lessor is not responsible for any material defects in the object of the lease, unless it turns out that he knew about the defects, but deliberately kept them from the lessee, or if the defect is such that it prevents the use of the leased item;
- k) under no circumstances is the lessor responsible for any damage that the lessee may suffer in the course of business or in connection with the business he/she carries out while using the leased object.

### **1.3 Portable Containers - Handling Rules**

#### **1.3.1 Assembly and handling**

During handover and return of the container, a contact person, determined by the Lessee, must be present. The container must be lowered to a pre-prepared and levelled foundation base by crane. Each container must be fitted with appropriate loops on the fixing bends on all four corners of the container. When handling, strictly follow safety regulations for crane management. Safety and health regulations should also be followed.

### **1.3.2 Connection to sewage infrastructure**

Electrical connection of the portable habitable container can only be carried out by an expert person (electrician). The electrical installation in the container is designed to be connected to the distribution network 400V with the 5P 32A 6h terminal. The connection cable must have a cross-section of at least 4mm<sup>2</sup> and be properly protected in accordance with current regulations and standards (generally 3X16A). A maximum of 3 office containers or 1 sanitary container can be connected to 1 supply cable. The connection cable must be adapted to the laying method and properly mechanically protected. Each container must be properly grounded. The grounding must be carried out with a ground rod or a 25x4 Fe cylinder. After connecting to the distribution network, it is necessary to perform electrical installation measurements. It is also necessary to perform electrical installation measurements in the event of any changes in power lines or grounding. Any interference with the electrical installation of the container, except for the replacement of light bulbs and dampers, is strictly prohibited. Water connection of spatial containers is carried out by a ¾-inch quick coupling. Drainage connection must be carried out with a HT pipe with 100 mm in diameter (measurement is suitable for standard systems). For such containers, electrical connection of storage or flow water heaters can be carried out after replenishing them with water (get pressure in them).

### **1.3.3 Rules for safe use of portable habitable containers**

It is prohibited to modify the wiring inside the portable habitable container, unless explicitly permitted by Algeco. Implementation of routine maintenance work and the replacement of light bulbs and fluorescent tubes is permitted with regard to safety regulations and if you do not change or limit internal installations. It is forbidden to drill holes, screw or toss any objects into the walls, the floor and the ceiling of the container, since there is a risk of damage or interruption of the installation.

An electric heater must be connected to an outlet that is designated and marked for this purpose. The electric heater shall be switched on using a main power switch, and required temperature shall be set using a thermostat control switch, with a scale. Both switches can be found on the electric heater. During the operation of an electric heater it is strictly forbidden to cover it with any objects or drying clothes on it, etc. Maintain the minimum prescribed safety distance when positioning the proximity of the electric heater. When opening and closing the door, it is necessary to hold it by the handle so that it does not damage the panel/construction. This is especially true in windy, stormy weather.

### **1.3.4 Maintenance and cleaning of portable habitable and spatial containers**

In the winter, protect installations in spatial containers against freezing. Before returning the leased container, release all water from the water storage tank and the water hoses.

Clean and maintain the container's walls and flooring (PVC) with freely available cleaning and protection agents as specified by the floor and wall manufacturer. Use of inorganic solvents etc. is prohibited. For cleaning, use soft cotton cloths with no rough mechanical cleaning components. Glass windows should be cleaned with conventional glass cleaners.

In case of long-term use of the dwelling container, if necessary, check and clean the roof and gutter containers on all four corners, so that any standing water does not get into the container.

In case of extreme weather conditions such as snow cover/ice buildup and thus increased load on the roof, the roof should be cleaned. Safe use of containers is ensured only if the maximum roof load on which the contract is based is not exceeded. The user is obliged to keep the container roof free of excessive loads. Example: wet snow with a height of 20-30 cm has a mass of approximately 1 KN/m<sup>2</sup>.

If there is mechanical damage to the container, such as oil spills, iron particles in the air, etc., the container must be maintained by cleaning and degreasing the damaged areas, painting with a primer,...

Exterior silicone sealing clamps on windows, doors and walls (at least once a year) and stitches on PVC floor coverings should be inspected regularly. There must be no cracks in them, they must provide sufficient adhesion to prevent moisture and water ingress. The relative humidity should not exceed 60%. It is necessary to ensure regular ventilation.

General cleaning of the container is to be carried out several times a year, depending on the degree of contamination and dirt.



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## **2. Delivery and payment terms of the lease**

### **2.1 Terms of delivery**

Delivery and return of the leased unit, including the costs of starting and stopping the lease of the container, such as the transport costs to the place of installation and back to Algeco, the costs of handling the crane and, if necessary, assembling / disassembling, and the costs of the final cleaning of the container are settled by the lessee unless agreed otherwise. Based on the above, the Lessee must immediately inform Lessor of any significant changes that could affect the agreed terms and conditions of the lease. The Lessor is not responsible for the delay in the delivery and/or assembly of the hired unit caused by the carrier, especially if the Lessee organizes the transport itself. The Lessee undertakes to organize the professional loading and unloading of the leased unit by himself if he organizes the unloading of the rented unit by himself. All costs associated with unprofessional handling of the leased unit will be charged to the Lessee. Units, handed out by Algeco to the transport company for delivery, must be checked immediately by the Lessee and any faults in the unit need to be immediately notified, otherwise Algeco is not liable for visible faults that the Lessee could have noticed in the ordinary inspection of the unit. Any correction of defects and injuries that are not the result of transport will be considered as after-sales repairs and must be settled by the Lessee as such. In the case of deliveries made by Algeco alone or by the transport undertaking, Algeco may claim the reimbursement of costs resulting from any delay, if these costs arise for reasons beyond the control of Algeco, or are caused by the fault of the transport company. The Lessee must, at his own expense, take care of all necessary construction work, preparation of a place for assembling containers, connection of containers to the electricity network, connection of residential containers to communal services, and all other necessary equipment and tools to ensure the smooth assembly of containers, unless otherwise agreed. The delivery deadline is extended in case of force majeure, strike and closure, and in case of unforeseeable problems that are outside the control of Algeco. All rented interior equipment is placed on the floor during transport to avoid possible damage during transport. When the customer receives the container with interior equipment, he is responsible for setting up the equipment himself. Upon return, it is the customer's duty to place the equipment on the floor to avoid damage during transport, otherwise damage caused by improperly placed equipment during transport will be separately charged to the lessee.

## **2.2 Terms of payment**

### **2.2.1 Initial Invoicing**

#### Definition

Initial invoicing means the clearing of the Lease of a portable container and/or assembly of portable containers for the period (in calendar days) from the date of delivery to the end of the month, including the taxable supply and the costs incurred in connection with the supply and the beginning of the use of the leased unit. Terms of delivery and entry into service of a leased unit are deemed to be fulfilled if the lessor is ready to deliver and qualify the subject of the lease for operation, but the delivery is postponed for reasons attributable to the Lessee. This provision also applies to the issue of monthly invoices and final invoice. The Lessor reserves the right to make the initial invoicing using one of the options as stated below subject to the process of contract execution in each particular case:

- a) using one invoice, which includes the cost of leasing a container/containers from the date of delivery to the end of the calendar month + costs incurred in connection with the transport and getting the leased unit ready for use; or
- b) using individual invoices involving the costs incurred in connection with the transport and getting the leased unit ready for use and handling of the lease of container/containers from the date of delivery by the end of the calendar month to be released for the day of the taxable supply on the last day of the current month using standard costs incurred below:
  - transport of portable containers to/from the location of the lease - to be determined individually in the quotation/lease contract (including 22 % VAT);
  - use of a crane during loading/unloading of portable containers - is determined individually in the quotation/lease contract (including 22 % VAT);
  - assembly/disassembly of portable containers - to be determined individually in the quotation/lease contract (including 22 % VAT);
  - final cleaning of the container - lump sums will be charged according to the valid price list, which is provided at the request of the Client (including 22 % VAT);
  - maintenance of the container during or after the hire period - to be determined individually after checking the technical condition of the portable container (including 22 % VAT).

### **2.2.2 Invoicing the rental charges for the current month**

The rental expense invoice for the current month is issued on the day of the taxable supply, the period is usually 30 days. Rental costs do not include services related to the use of rented units, such as the costs of electricity and water used, wastewater treatment, waste management, telephone connections based on consumption data obtained from measuring devices. These costs shall be paid solely by the Lessee.

### **2.2.3 Final Invoicing**

The lease of the container for the period from the beginning of the month to the return of the rented unit to the Lessor is included in the invoice at the time of termination of the lease. The incurred costs associated with the return of the leased container (transport, crane, dismantling, final cleaning and repairs, if needed) will also be included or the resulting container shipping costs will be charged separately. The notice of termination of the lease must be done in writing only (e-mail, fax).

### **2.2.4 Terms and other provisions**

Unless otherwise agreed, the amounts charged must be settled within 14 days. The payment deadline will be extended by three days for the needs of postal delivery. The invoices issued may be sent by e-mail to the e-mail address of the Lessee, which is indicated in the head of the lease contract, or at any other address indicated by the Lessee.

If the Lessee does not pay the amount of the invoice issued within the specified period, the lessor shall, after a written notice to the Lessee, within 5 working days, have the right to terminate the lease and to lease the units leased out on the basis of a lease, regardless of the content of their interior and its costs. If the Lessee does not pay the rental invoice by the specified deadline, all other amounts of invoices issued will become automatically payable. If the Lessee is



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late for the payment period, he must pay a contractual penalty of 0.5% of the outstanding amount of the invoiced bill per day.

If the Lessee does not meet the agreed terms, the Lessor reserves the right to additionally charge the difference in the amount of the lease with respect to the actual rent period using the tariff rates.

The Lessor also reserves the right, to require a deposit insurance before the delivery of the containers for lease and/or prior to the start of their sale in the form of:

- a) a security deposit in the amount that will fully cover the incurred costs and the amount of the lease for two current months, or the sum of money determined individually in a separate contract in the form of a non-cash transfer to the Lessor's bank account within 24 hours before the execution of the contract or cash payment on the day of loading the leased unit. Before determining the security deposit, the Lessor must not be late in the execution of his contractual obligations. If the security deposit is not provided within 60 days of signing the contract, the Lessee must pay a penalty to the Lessor in the amount of two monthly rentals. If the security deposit is not settled within 61 days from signing, the Lessor may withdraw from the contract. After the settlement of all the obligations of the Lessee to the Lessor, the security deposit shall be immediately returned with a non-cash transfer to the bank account provided by the Lessee; or
- b) as a deposit in the amount that will fully cover the incurred costs and the amount of the lease for two current months, or the monetary amount determined individually in a separate contract in the form of a non-cash transfer to the lessor's account within 24 hours before the execution of the contract or with cash payment on the day of loading rented units. Before determining the deposit, the Lessor must not be late in performing his contractual obligations. If the down payment is not paid within 60 days of signing the contract, the Lessee shall pay a penalty in the amount of two monthly rents. If a deposit is not provided within 61 days of signing the contract, the Lessor may resign from the contract.

### **3. Mandatory provisions, associated with consecutive lease**

#### **3.1 Lease period**

The Contracting parties shall agree upon the commencement date of the lease period. This date usually coincides with the date of delivery of the leased unit. If a lease is concluded for a specified minimum period, the latter is binding. The shortest rental period is usually 30 days. If the rented residential unit is returned early, the lessor reserves the right to charge the full rental costs as agreed in the rental agreement.

The deadline for the removal of the container starts from the receipt of the lessee's written notification to the lessor and lasts up to 14 days. In case of full capacities of the transporters, we reserve the right to take the container away later. In the case of extraordinary projects and situations, such as Covid points, large projects and modular facilities, the location of the container/containers outside of Slovenia, etc., the containers must be registered at least 1 month before the desired removal. The cancellation must be given in writing, otherwise it is not considered appropriate and relevant. The rent runs until the day the container is removed. During the rental period, it is the lessee's responsibility to operate the container responsibly and prudently.

#### **3.2 Liability and insurance/casco coverage**

The Lessee shall be responsible for risk of loss or damage. Such events shall not exempt the Lessee from the fulfilment of obligations arising out of the agreed lease or payment of the costs incurred.

In the event of loss, destruction or damage to the leased unit, the Lessee shall immediately inform the Lessor thereof. When a damaging event occurs (theft, robbery, fire, etc.), the Lessee must notify the Lessor within 7 calendar days and attach a police report. The Lessee shall have the possibility:

- arrange repair of the leased unit at its own expense; or
- replacing the unit with an equivalent; or
- he shall compensate the Lessor for the total damage he caused.

The Lessee must arrange the unit's own insurance for fire, theft, robbery, natural disasters, fire damage, etc.

- a) using his own insurance; or
- b) in the form of the confirmation of the Algeco casco coverage offer before the start of the lease:
  - o deduction of EUR 250 per module and one excess fee (spatial container 16.20 EUR/month, sanitary container 21.60 EUR/month)\* >>>option 1;
  - o deduction in the amount of EUR 1,000.00 per module and one excess fee (spatial container 12.60 EUR/month, sanitary container 15.60 EUR/month)\* >>> option 2.

\* VAT excluded.

The equivalence of each container, which the Client is obliged to settle in case of destruction, alienation or damage to the container to the extent that the repair is not possible or it is economically unjustified:

- Spatial Module RM 20' - equivalence: EUR 7,185.00 + VAT
- Spatial Module RM 10' - equivalence: EUR 5,202.00 + VAT
- Storage container LC 20' - equivalence: EUR 4,709.00 + VAT
- Storage container LC 10' or LC 8' - equivalence: EUR 3,302.00 + VAT
- Sanitary Module DUO WC - equivalence: EUR 5,314.00 + VAT
- Sanitary module 10' SAN - equivalence: EUR 8,534.00 + VAT
- Sanitary module 20' TUŠ - equivalence: EUR 17,425.00 + VAT
- Spatial/Sanitary module with WC - equivalence: EUR 8,388.00 + VAT
- Sanitary module 20' SAN - equivalence: EUR 17,425.00 + VAT
- Sanitary module 20' WC - equivalence: EUR 17,425.00 + VAT
- Sanitary module 20' WC M/F - equivalence: EUR 17,425.00 + VAT
- Fecal collector 20' ZF - equivalence: EUR 6,875.00 + VAT
- Air conditioner RED RING CR09 - equivalence: EUR 749.00 + VAT

Chapter:

## **SALE**

### **1. Subject of sale**

#### **Definition**

The subject of sale are portable habitable containers, spatial containers, storage containers with accessories, new and used. Portable container accessories include all external components that can be removed and used for training of containers for use, such as sanitary tanks (for spatial containers), stairs etc. The accessories do not include the interior of the equipment of portable containers, which is considered as an integral part thereof (toilets, shower cabins and wash basins in sanitary containers, internal partitions in containers that can be removed).

#### **General rules for the use and installation of purchased units**

Portable containers are sold in the state in which they are on the day of sale. Before the purchase, the container must be inspected and a written report must be issued identifying any faults that can be remedied before sale. All such faults must be corrected before the sale. Faults that are not specified in the report, will not be acknowledged by Algeco, except for faults that can not be seen during the standard inspection.

Algeco reserves the copyright for all plans, drawings, and calculations. It also reserves the related proprietary rights until a sales contract is concluded.

The dimensions and weights listed in the flyers may vary slightly, but this does not affect the quality and operation of the unit sold. Photos and pictorial materials in leaflets complement the information in the text.

Algeco does not perform the following tasks for the implementation of the project (the buyer must do it himself):

- preparation of the ground and foundations necessary for the delivery and installation of containers,
- the connection of containers to the electrical, plumbing, and sewerage and Internet networks and interconnection of containers, connection to the server cabinet (supply without a cabinet),
- obtaining any certificates, permits, etc.,
- removal of packaging or waste material,
- what is not specifically mentioned in the offer.

The takeover document for containers and the equipment delivered to the construction site is signed on a daily basis, thus transferring responsibility for the delivered items to the Client.

The final takeover record is signed on the day of completion of the assembly.

To prepare the foundations, access,... is the responsibility of the Client. In the event that the execution will not be possible due to the Client, the incurred costs will be charged for waiting and intermediate storage. The equipment is deemed to have been taken over, which is recorded on the takeover record, on the agreed delivery day - the payment deadline shall begin on that date, in case the advance payment was not made and the warranty period of one year.

#### **Maintenance and cleaning of portable living and spatial containers**

During the winter, protect installations in spatial containers against freezing. Before returning the leased container, release all water from the water storage tank and the water hoses.

Clean and maintain the container's walls and flooring (PVC) with freely available cleaning and protection agents as specified by the floor and wall manufacturer. Use of inorganic solvents etc. is prohibited. For cleaning, use soft cotton cloths with no rough mechanical cleaning components. Glass windows should be cleaned with conventional glass cleaners.

In case of long-term use of the dwelling container, if necessary, check and clean the roof and gutter containers on all four corners, so that any standing water does not get into the container.

In case of extreme weather conditions such as snow cover/ice buildup which thus creates an increased load on the roof, the roof should be cleaned. Safe use of containers is ensured only if the maximum roof load on which the contract is based is not exceeded. The user is obliged to keep the container roof free of excessive loads. Example: wet snow with a height of 20-30 cm has a mass of approximately 1 KN/m<sup>2</sup>.

If there is a mechanical damage to the container, such as oil spills, iron particles in the air, etc., the container must be maintained by cleaning and degreasing the damaged areas, painting with a primer,...

Exterior silicone sealing clamps on windows, doors and walls (at least once a year) and stitches on PVC floor coverings should be regularly inspected. There must be no cracks in them, they must provide sufficient adhesion to prevent moisture and water ingress. The relative humidity should not exceed 60%. It is necessary to ensure regular ventilation.

General cleaning of the container is to be carried out several times a year, depending on the degree of contamination and dirt.

## **2. Delivery and payment terms of sale**

### **Place, method and date of implementation**

Unless otherwise agreed, the place of sale must be the place of sale of the Seller. If the agreed place of sale is not the place of the Seller, this must be stated in writing in the sales contract.

The Supplier undertakes to deliver the purchased unit to the Buyer in accordance with the signed purchase or lease agreement and the subsequent purchase on the date specified in the contract. Handover and acquisition of the purchased unit and its preparation for use must be verified by the Seller's and Buyer's agents on the delivery note or with the take-over certificate. Unless otherwise agreed, the presence of the Buyer in the process of preparing the unit for use is not necessary.

The date of taxable delivery is the date of delivery of the unit.

### **Terms of delivery**

Unless otherwise agreed, the Supplier charges the Buyer costs incurred in connection with the transport and preparation of the purchased unit for use. Based on the above, the purchaser of the container must immediately notify any substantial changes that might affect the agreed terms of sale, in particular any changes to the place and date of delivery and assembly of the unit, or any other pre-agreed terms. The Supplier is not responsible for the delay in the sale and/or assembly of the hired unit caused by the carrier, in particular if the Buyer organizes the transport himself. The Buyer undertakes to organize the professional loading and unloading of the purchased unit by himself if he organizes the loading/unloading of the purchased unit. All costs associated with unprofessional handling of the purchased unit will be for the Buyer. Units handed out by Algeco to the transport company for delivery must immediately be checked by the Buyer and immediately notified, otherwise the Algeco is not liable to the Buyer for visual errors which the buyer could observe during the normal unit inspection. Any correction of defects and damages that are not the result of transport will be considered as after-sales repairs and must be settled by the Buyer as such. In the case of deliveries made by Algeco alone or by the transport undertaking, Algeco may claim the reimbursement of costs resulting from any delay, if these costs arise for reasons beyond the control of Algeco, or are caused by the fault of the transport company. The Buyer must, at his own expense, take care of all the necessary construction work, preparation of a place for assembling containers, connection of containers to the electricity network, connection of accommodation containers to communal services, and all other necessary equipment and tools to ensure the smooth assembly of containers, unless otherwise agreed. The delivery deadline is extended in case of force majeure, strike and closure, and in case of unforeseeable problems that are outside the control of the Supplier.

### **Payment conditions**

#### **Reservation of property right; transfer of ownership**

The Seller retains the ownership right on the delivered items until the Buyer pays the purchase price as a whole, together with the possible default interest and the costs incurred. The item sold by the Seller remains his until the entire payment of the purchase price. The reservation of ownership also applies if the unit/product is built into another thing.



The Seller has the right to demand the delivery of a unit in which there is a reservation of title in all cases where the buyer does not pay the entire purchase price. Until the entire payment of the purchase price, the Buyer can not pledge the goods that were delivered or otherwise encumber them. If the Buyer sells the unit on which a reservation of title is in place, the seller acquires the Seller on the basis of this provision for securing his claim against the Buyer for the assignment of the customer's claim to the new contractor.

### **Price and terms of payment**

The Client is obliged to pay the price of the delivery of the unit. The amount is predefined in the purchase or lease agreement. VAT will be added to the purchase price at the tax point in accordance with generally applicable Slovenian legislation.

Unless otherwise agreed, the Buyer pays the Seller a purchase price in accordance with the tax-included invoice issued by the Seller and for which the payment period is 14 days from the date of receipt of the invoice by the Buyer. The payment deadline will be extended by three days for the needs of postal delivery. The issued invoices may be sent by e-mail to the address of the Buyer, which is indicated in the head of the contract, or at any other address indicated by the Buyer. In the event of a payment delay the Buyer shall be obliged to pay a contractual penalty in the amount of 0.5% of the total purchase price on the day. If the delay is longer than 60 days, the Seller may withdraw from the contract. The Contracting parties agree that the goods provided by the Buyer can not be returned and are deemed to be part of the use of the subject of the contract until the time of handover.

The Seller shall attach to the invoice with included VAT, the delivery note or acknowledgment of receipt, signed by the Buyer, or other documents, which are specified in the sales contract and are agreed upon in writing by the Contracting parties. Confirmed receipt or other documents are not valid if the Client is unable to hand over or sign documents or rejects the receipt for unreasonable reasons, etc. The Seller reserves the right to issue the pro forma invoice for the contractually agreed amount. If the advance payment has been agreed, the subject of the sale does not have to surrender or qualify before the payment is made. In the event of a payment delay the Buyer shall be obliged to pay a contractual penalty in the amount of 0.5% of the total purchase price per day. If the delay is longer than 60 days, the Buyer must pay a contractual penalty in the amount of the issued prepayment invoice. If the delay is longer than 61 days, the Seller may withdraw from the contract.

### **Warranty Terms and Conditions**

The agreed warranty period shall be 24 months for new portable containers and shall last from the date the container is qualified for the intended permanent use.

If a defect occurs during the guarantee period, the manufacturer must be contacted. If a defect occurs after the guarantee period, the respective supplier of the unit must be notified.

If the sale is arranged through a financial leasing company, the final Client must exercise all relevant consumer rights in relation to the responsibility for the errors of the delivered unit.

The Seller shall not be liable for damages, due to normal wear, unprofessional use, and handling of the supplied unit or using it for any other purpose, for which it is designed.

If, for any reason, the buyer refuses or hinders the acquisition of the unit which is the subject of the sale contract, the agreed period for the takeover of the unit is 5 days from the Seller's notice to the Buyer that the purchased unit is ready for takeover at a particular take-over point.

After the end of that period, the subject of the sale shall be deemed to be committed and qualified for the intended use.

### **Chapter: Final provisions**

- a) The purchase and hire contract and all matters not explicitly regulated by the latter, are governed by the provisions of the Code of Obligations (OZ). The Seller or Lessor in these General Terms is always Algeco, and the Lessee or Buyer is always the Client.
- b) The parties agree that the Business/Court registered addresses are valid for delivery of the dossier, unless otherwise agreed. The Client is obliged to notify the Seller/Lessor of any change in the business address. Documents delivered to the addresses listed in the Business/Court register shall be deemed to have been delivered after five days of dispatch, even if they are not accepted by the Contracting party.
- c) If the Lessee violates the obligation to notify in accordance with Article 1.2.a), Article 1.2.e), Article 1.2.f), and Article 1.2.g), the Lessor shall have the right to demand from the Lessee a contractual penalty of €40 per day

until the correction is completed. If the Lessee breaches the obligations according to articles 1.2.b) and 1.2.d), the Lessor has the right to claim a contractual penalty in the amount of two monthly rent amounts in accordance with the agreement. If the Lessor breaches the obligation to inform according to paragraph 1, Article 1.3.3, the Lessor has the right to claim a contractual penalty in the amount of €40 for each individual breach of obligations, mentioned in this paragraph. Any claims arising from contractual penalties according to these general conditions do not affect the claims arising from compensations.

- d) Any change, amendment or termination, discord hire contract or purchase agreement with the consent of both contracting parties and exclusively in writing, shall be clearly state, subject to, amendment or cancellation, except in the case of non-compliance with the contractual obligations by the Lessee/Buyer.
- e) If one or more stipulations of the hire contract or purchase agreement become invalid or unenforceable, this Agreement shall remain in full force and effect, and the invalid or unenforceable will be only that part, on which the reason of invalidity or unenforceability directly refers. The contracting parties undertake to replace such provisions with new or changed provisions which respect as closely as possible the will of both parties.
- f) This lease or purchase agreement has been executed in two copies, one for each contracting party. Each copy shall be deemed to be an original and shall enter into force on the day of signing by both contracting parties.
- g) The Seller (the Lessor) may withdraw from the lease contract or purchase agreement (except for legal and other contractual reasons), if the contracting party prior to the signing of the lease or purchase contracts submitted invalid personal data or information about the company, or if a bankruptcy procedure, a compulsory settlement procedure, a liquidation or similar insolvency procedure has been initiated against the Client (the Lessee) and its assets are included in the bankruptcy estate.
- h) Any disputes between the contracting parties, arising from this contract and/or in connection with it, shall be resolved by the court in Celje, according to the Slovenian law.
- i) Any collateral agreements between Algeco and the Customer shall be subject to written consent of both contracting parties, otherwise they will be deemed to be non-negotiable and not valid.

General terms and conditions are valid as of 01/01/2012 until change or cancellation. By receiving our goods, the client agrees to the general conditions of business.

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