

## General Terms of the Lease

### Article 1: The subject of lease

- 1.1. The parties intend to enter into a legally binding lease of chattel (hereinafter referred to as "the subject of lease").
- 1.2. The subject of lease also includes assembly and accessories.

### Article 2: Condition of the subject of lease

- 2.1. The subject of lease, along with all its moving parts, shall be delivered at the commencement of the lease period and accepted by the Lessee in the condition described in the "Acceptance Protocol". If such protocol has not been drawn up by the commencement of the lease period, it shall be presumed that the subject of lease has been delivered and accepted in the condition fit for use for its intended purpose.

### Article 3: Inspection

- 3.1. The Lessee shall carefully inspect the subject of lease prior to signing the "Acceptance Protocol" in order to make sure if the subject of lease is suitable and can be used by the Lessee in accordance with their objectives. If the Lessee fails to perform the inspection, they shall bear any arising costs and risks. The Lessor shall inform the Lessee of any known flaws which may affect the performance of the subject of lease.

### Article 5: The Purpose

- 5.1. The Lessee may use the subject of lease only in accordance with the purpose agreed upon by the parties.

### Article 6: Erection of the subject of lease

- 6.1. The Lessee shall choose the site where the subject of lease is to be erected. The Lessee shall examine and guarantee safe erection of the subject of lease at the chosen site, without prejudice to the property of the Lessor or third parties.
- 6.2. The Lessee shall inform the Lessor of the presence of connecting wires, cables, pipelines, etc. above or under the ground.
- 6.3. The Lessee shall bear full responsibility for wires, cables and other ground and underground installations set up at, above, or below the site where the subject of lease is to be erected.
- 6.5. The area in which the subject of lease is to be erected shall be horizontal and flat. The Lessor may require the Lessee to change the site if the location chosen by the Lessee appears inappropriate and/or dangerous and/or exposing to the risk of damage to the subject of lease or property of third parties.
- 6.6. The Lessor shall guarantee that on the date or dates agreed upon, which are necessary for the delivery and/or assembly of the subject of lease by the Lessor, the site will be completely free and cleaned, and that the access to it will be provided also for heavy-duty trucks. All the necessary facilities shall be organized by the Lessee and costs thereof shall be borne entirely by them.

### Article 7: The use of the subject of lease

- 7.1. If the erection, use or assembly of the subject of lease requires obtaining a permit from third parties, the Lessee shall be required to obtain such permit. The Lessee shall inform the Lessor in writing upon obtaining the said permit. All the risks and costs associated with the failure to obtain the said permit shall be borne entirely by the Lessee. If the Lessee has not notified the Lessor of the need to obtain a permit, the Lessor shall be free to presume that no permit is required from third parties. If the Lessor suffers damage or incurs costs as a result of not receiving on time the permit for the erection of the subject of lease, the Lessee shall be required to compensate the damages or reimbursement of those costs.
- 7.2. Consideration paid to third parties for the assembly, maintenance or removal of the subject of lease, in any manner, shall be considered the duty of the Lessee. Possible consideration paid by the Lessor will be included in the costs of the Lessee, even if it has

not been explicitly specified in the rent, deposit, or consideration for the provision of additional services.

- 7.3. The Lessee shall be able to fully and properly use the subject of lease for the duration of the lease period, but only in accordance with its intended purpose. Therefore, the Lessee shall account for existing rights of third parties, obligations with respect to third parties, and relevant government regulations, as well as requirements set out by public utilities.
- 7.4. The Lessee shall always act in accordance with the law.
- 7.5. The Lessee shall comply with oral and written instructions issued by or on behalf of the Lessor with respect to the proper use of the subject of lease. This includes but is not limited to the instructions for its maintenance, appearance and fire safety.
- 7.6. The Lessor may deprive the Lessee of the access to the subject of lease if the latter, at the time of accepting the subject of lease, has not (or has yet to) fulfill the conditions of the lease. This shall not affect the date of commencement of the lease or the obligations of the Lessee under this agreement.
- 7.7. In the event of snowfall, the Lessee shall immediately remove any resulting residue from the subject of lease in order to reduce the risk of its collapse due to excess snow presence.
- 7.8. The Lessor shall not be held responsible if they are unable to provide and/or remove the subject of lease on time, or in any other way fulfill their obligations in a timely manner, if it is due to *force majeure* or could not be otherwise predicted. This shall include: bad weather conditions, fire, explosion or emission of dangerous substances and/or smoke (or danger caused by the above), gaps caused by the Lessee or third parties, illness of the personnel who cannot be easily replaced, strike, occupation, blockade and government activities.
- 7.9. The Lessor shall be granted the access to the subject of lease at any time in order to control it.

#### **Article 8: Permits**

- 8.1. The Lessee shall be responsible and required to provide appropriate permits and/or licenses, including operation permits with respect to the subject of lease. The costs associated with the above shall be borne entirely by the Lessee. Refusal to grant or revocation of the said permit and/or license shall not constitute grounds for termination of the lease, or for any further legal action against the Lessor.

#### **Article 10: Company policy – terms and conditions**

- 10.1. The Lessee shall not be entitled to:
  - a) introduce structural changes in the subject of lease;
  - b) apply modifications or modifications to the subject of lease; use labels or stickers; remove the existing manufacturer labels; paint or do other treatments that could cause damage to the subject of lease (decorations such as streamers, confetti or other polluting elements) – notwithstanding whether or not it is due to the actions of third parties present in the vicinity of the subject of lease;
  - c) saw, nail, cut, paint, etc. the subject of lease;
  - d) keep environmentally hazardous substances on, or in the immediate vicinity of, the subject of lease;
  - e) use the subject of lease in such a way that the resulting pollution of soil or other environmental pollution will cause damage to the subject of lease, or may cause damage to the appearance of the subject of lease
  - e) hang objects whose weight exceeds 25kg inside the subject of lease without the written consent of the Lessor.
- 10.2. Unless agreed otherwise in writing, the Lessor does not give consent for the introduction of any modifications and supplements desired by the Lessee, if they cannot be removed without incurring significant costs upon termination of the lease, or without damage to subject of lease, or if these modifications and additions are not in accordance with the intended purpose of the subject of lease, benefits of the lease are not increased, or if there are major reservations on the part of the Lessor.
- 10.3. The Lessor shall be entitled to give out instructions with respect to any modifications or supplements desired by the Lessee, such as: methods of their implementation, location, dimensions and choice of materials.

- 10.4. Any modifications and supplements made by the Lessee, regardless of whether they have been introduced with or without the consent of the Lessor, shall not be part of the subject of lease.
- 10.5. Unless agreed otherwise in writing, any modifications or supplements made by the Lessor, or on their behalf, shall be removed by the Lessee prior to the termination of the lease.
- 10.6. If applicable, the Lessee shall maintain, at all times, fire-fighting equipment, escape routes, emergency exits, emergency lights and all other equipment inside the subject of lease.
- 10.7. If the items used by the Lessee for maintenance, repair or disassembly of the subject of lease will require to be removed by the Lessor or a third party, the cost of these removal works and the risks associated with them shall be borne entirely by the Lessee, regardless of whether or not the Lessor has agreed to the use of the relevant items.
- 10.8. The Lessee hereby agrees to maintain confidentiality towards third parties with respect to all economic activities undertaken by the Lessor in the broadest meaning of that statement, the knowledge of which they have come in possession by entering into the lease.
- 10.9. The Lessee hereby agrees to provide proper maintenance to the subject of lease, and all other goods and equipment belonging to the Lessor (including trailers, trucks, tents, bags and packaging), from the moment of its erection until its disassembly. Throughout this period, the Lessee shall be forbidden from using other materials of the Lessor (such as forklifts, trucks, trailers, aggregates etc.).
- 10.10. It shall be presumed that the Lessee has received the subject of lease without visible flaws and/or damage after its erection, unless they verbally inform the Lessor of any such flaw or damage to the subject of lease immediately after assembly. This remark should be immediately followed by a written statement drawn up by the Lessee.
- 10.11. The Lessee shall be forbidden from removing advertising signs of the Lessor. For this reason, the Lessor shall guarantee that the said advertising signs will be small in size, will be separated, and will not cause disturbance. The rent and consideration for additional services shall be provided without prejudice to claims of the Lessor with regard to compensation for incurred damages and costs.
- 10.13. Lighting cable wires shall be placed and removed from the subject of lease by the Lessee. Emergency lighting and emergency exit doors shall be ordered separately by the Lessee.
- 10.14. The Lessee shall be required to collect information about weather conditions and take continuous measurement of winds. If the wind speed exceeds (is greater than) 80 km/h, the Lessee shall take measures for the immediate closure of all openings and enter the subject of lease.

#### **Article 11: Requests / permits**

- 11.1. If the Lessor or the Lessee requires modifications and/or supplements to the lease after the signing of the agreement, the Lessor or the Lessee shall turn to the other party with a written request for the introduction of these modifications and/or supplements.
- 11.2. If, and to the extent that, any provision of this lease requires the consent of the Lessor or the Lessee, it shall be presumed that such has been granted only if it has been granted in writing.
- 11.3. The consent granted by the Lessee or the Lessor is one-off and does not apply to other or subsequent cases. Either of the parties shall be entitled to attach conditions to their consent.

#### **Article 12: The sublease**

- 12.1. With the exception of the prior written consent of the Lessor, the Lessee shall not be entitled to offer, whether partially or entirely, the subject of lease for sublease or use to a third party, or transfer, whether partially or entirely, their lessee or user rights to a third party.

#### **Article 15: Termination of the lease or using the subject of lease**

- 15.1. Unless agreed otherwise in writing, the Lessee shall return to the Lessor the subject of lease at the end of the lease, or at the end of using the subject of lease, in the condition which is considered consistent with the description of the subject of lease at the commencement of the lease period, as stated in the "Acceptance Protocol".
- 15.2. If the "Acceptance Protocol" has yet to be drawn up at the commencement of the lease period, or a report on the subject of lease has yet to be otherwise prepared, the subject of lease shall be then delivered to the Lessor at the end of the lease period, or at the end of using the subject of lease, in the condition which can be expected by the Lessor from a well-kept object to which the lease applies, without flaws, and with the exception of the usual signs of wear and past damages.
- 15.3. In the event of dispute concerning the condition of the subject of lease at the commencement of the lease period, it shall be presumed that the Lessee receives the subject of lease in good condition and without flaws.
- 15.4. The subject of lease shall be inspected by both parties at the end of the lease period or using; the "Acceptance Protocol" shall also be completed and signed by both parties with regard to the said inspection.
- 15.5. If, after the reasonable appointment of the inspection mentioned above, the Lessee is unwilling to cooperate with respect to the said inspection, and/or drawing up of the "Acceptance Protocol, the Lessor shall be then entitled to perform the inspection without the presence of the Lessee and issue the said document as legally binding for both parties. The Lessor shall immediately make a copy of this document and make it available to the Lessee.
- 15.6. The Lessor shall provide the subject of lease to the Lessee cleaned, free from signs of wear and presenting all the elements inside, on top, near or below the subject of lease and belonging to the subject of lease and/or the Lessor. The Lessee shall remove, at their own expense, all items used by them inside, on top or below the subject of lease. Any remaining items will be removed later at the expense of the Lessee.
- 15.7. If the Lessee does not return the subject of lease to the Lessor by the last day of the lease period prior to disassembly, the following provisions shall apply. During the time necessary for the re-provision of the subject of lease (including disassembly time), counted from the date of termination of the lease, the Lessee shall pay the Lessor the amount calculated in accordance with the last valid lease rent multiplied times two, as well as consideration for additional services, without prejudice to the rights of the Lessor with regard to pursuing compensation claims for damages and costs.
- 15.8. The Lessor shall guarantee that on the day, or days, necessary to disassemble and/or remove the subject of lease by the Lessee, the site will be completely free and cleaned, and that the appropriate access to (heavy-duty) trucks will also be provided. All these facilities shall be organized and borne entirely by the Lessee.
- 15.9. The Lessor shall be entitled to terminate the lease— either partially or entirely - if the Lessee breaches their obligations and is unwilling to comply with them in spite of the requests of the Lessor.
- 15.10. In the case of suspension of payments, transfer or interruption of the business run by the Lessee, the Lessor shall be entitled to immediate reinstatement of ownership. The costs associated with the above shall be borne entirely by the Lessee.

#### **Article 16: Damage and liability**

- 16.1. In case of damage, the Lessee shall immediately notify the Lessor thereof.
- 16.2. The Lessee shall take appropriate measures, in a timely manner, in order to prevent and reduce damage to the subject of lease, such as damage due to short circuit, fire, leakage, snowfall, storm, frost or any other weather conditions, inflow or outflow of gas, liquids, etc. The Lessee shall immediately contact the Lessor via telephone if such damage or event were to occur or were expected to occur.
- 16.3. The Lessee shall be liable for any damage caused to the subject of lease from the moment of its assembly until it has been disassembled.
- 16.6. The Lessor shall not be liable for the consequences of negligence they were not, or could not, be aware of after entering into the lease agreement.
- 16.8. The Lessee shall be liable for damages due to modifications and supplements used by them or on their behalf. The Lessee hereby releases the Lessor from any third party claims for damage caused by the equipment and modifications applied by the Lessee.

16.10. The Lessor shall not be liable for any obstacles to the use of the subject of lease caused by third parties, or for deficiencies arising from non-compliance by the Lessee.

16.11. The subject of lease shall be immediately emptied of all employees, visitors, and other persons, if this is necessary due to weather conditions.

#### **Article 19: Payments**

19.1. Payment of rent, and all the other elements arising from this lease, shall be made no later than on the day they are due.

#### **Article 21: Liquidated damages**

21.1. If, in case of delay on the part of the Lessee, the Lessee fails to comply with the provisions contained in the terms and conditions of this lease, they shall be liable to liquidated damages, and unless such have been agreed upon in detail, the Lessor shall be able to immediately claim the penalty of 20% of the total rent for each day of delay on the part of the Lessee. Part of the day is then to be counted as a full day. Notwithstanding the above provision, the Lessor shall retain the right to claim full compensation.

#### **Article 22: Complaints and disputes**

22.1. The Lessee shall submit any requests and complaints in writing. In urgent cases, this can also be done verbally. The Lessee should then confirm their request or complaint in writing as soon as possible.

22.2. Polish law shall apply to the "General Terms of the Lease" and the lease agreement.

#### **Article 23: Final provisions**

23.1. With the exception of the possible (general) terms of the lease, ..... shall apply

23.2. If any part of this lease agreement or the general terms of the lease proves to be null and void or revoked, the remaining conditions of the lease shall remain in force.