

GENERAL TERMS AND CONDITIONS OF THE RENT AGREEMENT

Definitions

1. Kiloutou – Kiloutou Polska sp. z o.o. (Owner)
2. RO – rental object, i.e. all machines, devices, vehicles, components, accessories, components, mechanisms and others rented objects.
3. GTRA – General Terms and Conditions of the rent agreement
4. RA – rent agreement
5. Tenant – person/subject that rents RO from Kiloutou
6. KP – Kiloutou Protection
7. GTKP – General Terms and Conditions of Kiloutou Protection

Any conclusion of the rent agreement or placing the order means the Tenant's acceptance without objections of the following GTRA that with RA regulate the relationship between Tenant and Kiloutou and take precedence over every other document. RA or, in certain case, the hand-over report shall be signed by both parties when RO is made available. You accept these terms and conditions by entering into the agreement or collecting RO from Kiloutou without signing the contract.

ART. 1 CONCLUSION OF A RENT AGREEMENT

1. The rent of RO can be made by natural or legal person that has full capacity to perform legal acts. The minimum age of Tenant that is natural person shall be 18 years.
2. Tenant can act personally or by attorney. The attorney signing RA with Kiloutou on behalf of another person confirms the power of attorney and accepts joint and several liability with the Tenant for all statements made on behalf of Tenant, as well as for RO and the payment of rent and other obligations arising from the RA. The attorney's liability does not exclude the lack of the power of attorney's document as well as the denial by Tenant of his/her effective issue. Kiloutou may assert its claims against the attorney only in the event that Tenant fails to pay on time.
3. At the conclusion of LA, Kiloutou may require the submission of documents confirming the identity of Tenant, as well as his/her financial standing, such as: identity card, driving license, declaration of residence, certificate from the Tax Office, the Social Insurance Institution (ZUS) and others, a copy of which may be retained and to which Tenant consents, and require the payment of a cash deposit to secure the Kiloutou's claims or other securities. The security may be provided in any form accepted by Kiloutou (cash, insurance guarantees, bank guarantees, etc.). Kiloutou will be entitled to indemnify from the deposit its claims arising from both the security agreement on which the deposit has been paid and other claims at any time, without notice, with the obligation to return it after full payment of the amounts due to Kiloutou and return the rented property in good condition. The amount of the deposit shall not limit the financial liability of Tenant, which may exceed this amount. Kiloutou will return the deposit paid by transfer to the bank account from which the payment was made, unless Tenant indicates in writing another account. In such case the return of deposit shall take place within 14 days from the date on which the letter was submitted. In case of payment of the deposit by payment/credit card, the return will be made by crediting the amount of the deposit of the same card that was paid. The cash deposit may be collected in cash at branch, at which the payment was made, as well as the cash can be transferred to the bank account indicated in writing. The cash may be collected or the bank account may be indicated only by authorized representative of Tenant.
4. Kiloutou may equip RO with a locator allowing to determine the place of its use, and Tenant renounces against Kiloutou for all claims arising therefrom.

5. The condition for concluding the rent agreement is the Tenant's accession to KP. Tenant may release himself/herself from the obligation to participate in KP with the consent of Kiloutou only through individual insurance of equipment, which in no way excludes the liability of Tenant towards Kiloutou. In such a case, Tenant is obliged to present the original of the insurance policy together with the proof of payment of RO. The scope of insurance purchased by Tenant shall not provide less protection against risks than it is specified in KP. Kiloutou may, without giving reasons, refuse to accept the presented policy, if it considers that it does not guarantee adequate protection of the Kiloutou's interests.

ART. 2 RENTAL DURATION

1. The rent starts at the moment, when RO is put at the disposal of Tenant. The date is specified in the agreement or in handover report. At the moment of handing over of RO, the burden of risk is transferred to Tenant, who bears the full responsibility for RO.
2. The Tenant is obliged to return RO within the time specified in LA. Subject to Art. 11(5) of GTRA, RA shall be extended for further periods, unless Tenant returns RO within the agreed time and the Owner demands return of RO.
3. The rent and liability for RO shall end on the day when RO is returned by the Tenant or taken over by Kiloutou in accordance with principles specified in these GTRA.
4. The Owner is entitled to terminate the agreement with immediate effect, if, as a result of verification made by the Owner, there are doubts as to the reliability of the contractor.
5. In case of agreements concluded for unlimited or limited period of time that is longer than 3 months, the Owner guarantees that the rate will be maintained for 3 months from the date of RA conclusion, and after that period the change of rate is possible upon 14-day notice period, counted from the date of sending a letter with the notice of the rental rate that is not shorter than 7 days from the date of its delivery. In such case, the rent for the period after the expiry of the notice period will be charged in accordance with the changed rental rate, and if the rent is calculated as lump sum price for the entire rental period, the amount of additional payment will be charged proportionally to the remaining duration of the rental period. If Tenant does not accept the changed rental rate, Tenant is entitled to return the rental object, however, it shall take place before the expiry of the notice period to become effective. The above entitlement of Tenant shall come to an end on the expiry of the notice period. If Tenant has already made payment for the whole rental period, the Owner shall make a correction proportionally to the period by which the rent has been shortened.

ART. 3 RESERVATION AND MAKING AVAILABLE OF THE SUBJECT OF THE RENT

1. Kiloutou enables the possibility of RO reservation via website www.kiloutou.pl. The reservation can be made on the phone or personally at the branch. Kiloutou will make every effort to make RO available in accordance with the reservation, however, the date on which the RO is made available is not guaranteed through the reservation. The date will be given indicatively, subject to availability, except when the reservation is accompanied by a rental fee for the entire booked period. The booker is obliged to notify Kiloutou in writing or by e-mail in case of resignation from the reservation. In the event the resignation statement reaches Kiloutou later than 48 hours before the planned date of commencement of the rent, Kiloutou may charge the booker a fee in the amount of 20% of the agreed rent for the first 7 days of its duration, and if the rental time was shorter, it will be 20% of the agreed rent. The reservation does not constitute the rent agreement or the promise to conclude it.
2. The parties exclude the liability of Kiloutou for not making RO available, as well as for delay in making RO available for any reason.

3. Tenant, when collecting RO, confirms that he/she received it in a good technical condition, working properly, with necessary accessories, installation instructions and safety guidelines that Tenant undertakes to give the users. If one of the above elements is missing, Tenant is obliged to refrain himself/herself from using RO and is entitled to demand these elements from Kiloutou before he/she starts using it. Tenant confirms that RO is in a technical condition allowing it to be used in accordance with the applicable provisions, in particular with those concerning health and safety at work.
4. In the event that the provisions require RO to be equipped with a first-aid kit, it shall be handed over together with RO. If the first-aid kit has not been used (the protective bag has not been damaged), it shall be returned to Kiloutou and Tenant shall not be charged for its use.
5. Tenant is obliged to select RO according to his/her needs, which were formerly determined by him/her, and to check whether it is suitable for the needs of the Tenant's project.
6. RO is not equipped with personal protective equipment (helmets, glasses, hearing protectors, etc.), which the Tenant provides on his own.
7. Tenant is responsible for transport, loading, unloading, coupling and arrangement of RO. In case of delivery by Kiloutou, it is Kiloutou that bears responsibility for transport, and Tenant undertakes to provide the Kiloutou's driver with detailed instructions for use at the place of delivery and during the unloading. In such case, Tenant is obliged to ensure the unloading/loading of RO at the place of receipt and bears responsibility for this. In case of Tenant's absence, the acceptance protocol shall be signed by a person indicated by Tenant.
8. At the moment of acceptance, Tenant is obliged to examine technical condition of RO and verify whether RO has technical acceptance made by the competent authorities, in particular by the Office of Technical Inspection.
9. Tenant is obliged to record all reservations of the Tenant as to the technical condition of the RO, its equipment or possible damage in the handover protocol under pain of losing the right to invoke them. If at the time of acceptance, no objection is made in the handover report, it is assumed that the Tenant has taken delivery of the RO in accordance with the order, in good condition and with all necessary accessories. The use of RO without a signature on the report shall also mean the acceptance of the report without reservation.
10. The installation, assembly and disassembly of RO shall be carried out under the responsibility of the Tenant, who undertakes to familiarise himself/herself with the rules of installation, operation and safety as stipulated by law and by the RO manufacturer.

ART. 4 THE USE

1. Tenant confirms that he/she has the right to use RO as well as undertakes to use it personally or through his suitably qualified and trained employees.
2. Without the written consent of Kiloutou, the sub-rent of RO as well as giving it to the use of a third person are prohibited.
3. The Tenant undertakes to the following conditions: to install RO and use it with due care, in accordance with its intended use and the applicable regulations, with due care, to comply with the recommendations and instructions for use and safety rules specified both by law and by the constructor or Kiloutou, and to maintain it permanently in good technical condition.
4. The Tenant is responsible for checking the type of soil and subsoil at the place of use of the RO and for compliance with the rules governing public property and environmental protection.

5. Any changes, improvements or modifications of RO are forbidden.
6. Tenant is obliged to use RO only in Poland, unless he/she receives a written consent to use it abroad, which may require additional costs, e.g. to insure RO, and other costs that are borne by Tenant.
7. The use of RO when removing of asbestos is prohibited, unless the Tenant obtains the written consent of Kiloutou. In such a case, the Tenant is obliged to clean RO after finishing work with asbestos and present an appropriate certificate of asbestos removal when returning PN. If the Tenant does not remove asbestos from RO or does not present an appropriate certificate, he is obliged to cover the costs of cleaning RO and pay rent for the period in which RO was not used by Kiloutou due to the ongoing cleaning procedure and the time needed for Kiloutou to do so, not shorter than 7 days.
8. In the case of a RO equipped with locking systems, anti-burglary systems or alarms, the Tenant undertakes, with the except of period of use, to lock RO with a key, with an anti-burglary lock, to activate alarm, not to leave any documents or keys in the vehicle cabin or any other place accessible to the unauthorized persons.
9. Tenant is obliged to insure persons that use RO in all required personal protective equipment, without which the use of RO shall be prohibited.
10. Tenant is obliged to indicate location, in which RO shall be found, and also to obtain the approval of Kiloutou each time, when Tenant wants to change a location. The change of location without consent of Kiloutou constitute a gross breach of contract entitling Kiloutou to terminate the contract immediately and demand immediate return of RO and notify the police there is a suspicion of committing a crime referred to in Art. 278, Art. 284, Art. 286 and other Articles of penal code.

ART. 5 MAINTENANCE

1. Tenant is obliged to protect RO from damage and to carry out regularly all current activities on his/her own responsibility related to maintenance, cleaning, checking and replenishing of oil, water and other liquids levels, lubrication and other activities within the framework of normal use, in particular, but not exclusively required in the operating manual, as well as to charge the batteries and check the tyre pressure. Tenant undertakes to inform immediately Kiloutou about any found anomalies concerning RO. The costs of repair connected with an insufficient maintenance are covered by Tenant. Tenant is obliged to provide RO with fuel or other kind of energy.
2. Tenant is obliged to inform Kiloutou minimum 3 working days (where 1 working day means 8 hours of operation) before the term of mandatory inspection indicated in the agreement about the upcoming term of mandatory inspection indicated in the agreement.
3. Tenant is obliged to ensure an accessibility of RO for employees of Kiloutou for the purpose of carrying out service activities regardless of the location of RO, and to obtain all consents and permissions in this respect, and to make RO available to employees directed by Kiloutou to perform service activities.
4. Tenant undertakes to make RO available for the purpose of maintenance, excluding RO from the use of RO for that period.
5. Tenant bears liability to Kiloutou for improper maintenance of RO performed with due diligence "as for his/her own device", including liability for possible damage of RO or loss of warranty rights.
6. Tenant declares that he/she familiarized himself/herself with acoustic features of RO and is obliged to take any measures to avoid troublesome noise.

ART. 6 REPAIRS

1. In the event of failure, malfunction or deterioration of RO's operation, Tenant is obliged to cease immediately using of RO and inform Kiloutou by phone and send a written statement containing a description of the incident within 48 hours.
2. All repairs may be made only by person indicated by Kiloutou and the costs are borne in accordance with Art.7. Kiloutou shall have freedom to decide about repairs or failure of RO's repair, with reference to criteria concerning safety.
3. Kiloutou may charge Tenant a duty of paying the rent for the period of immobilising of RO, if the immobilisation is not a fault of Kiloutou.
4. Kiloutou shall not be liable towards Tenant or third parties for any consequences of stopping or improper operation of RO and shall not be obliged to pay any compensation on this account, to which Tenant agrees.

ART.7 LIABILITY / INSURANCE

General principles of liability

1. Subject to the remaining provisions of the GTA, any liability of Kiloutou towards the Tenant is limited to the actual damage suffered by Tenant, however not higher than the amount of rent paid by Tenant resulting from the concluded RA for the rent of RO, the use of which or lack of which led to damage. Kiloutou shall not be liable for any lost profits, contractual penalties charged to the Tenant by other entities, fines and penal or administrative fees as well as the lack of proper selection of RO or its parameters for the needs of Tenant.
2. Tenant shall not use RO for any other purpose than this one, to which is intended. He/she shall also be respectful to the safety principles and obligatory law regulations.
3. Tenant is liable for RO as well as for all damages made through RO or in RO within the rental period.
4. Tenant shall not bear liability for damaging effects resulting from hidden defects that cause that RO becomes unusable for the purpose to which is intended, if he/she reaches the proof for the above-mentioned failures.

Damage to third parties (civil liability).

5. In the case of land motor vehicles with registration plates, Kiloutou has taken out compulsory civil liability insurance for damage caused by a vehicle involved in a motor accident. Kiloutou and/or its insurer reserves the right to take recourse against Tenant.
6. Motor liability insurance of Kiloutou, referred to in point 5, does not exempt Tenant from the obligation to conclude a civil liability insurance agreement in order to cover damages caused to third parties in connection with the use of RO and activity both in relation to RO, being a land motor vehicle (when it is not involved in the accident), and other kind of RO .

Damage to rented property (RO)

7. Tenant shall be responsible for all financial consequences of damages that happened within the rental period. In case of a total loss of RO, the value of RO will be determined in accordance with the principles indicated in the point 14 of this Article. The Tenant, who is not covered by the Code of Civil Procedure, is obliged to take out an appropriate insurance against the occurrence of damage, however, he is exempt from liability only up to the amount of compensation paid to Kiloutou by its insurer.
8. The Tenant is obliged to purchase an additionally paid option "resignation by Kiloutou from claims for repair of damage caused in RO" through the Tenant's participation in Kiloutou Protection on the principles and in the scope specified in the GTKP. The participation in KP is paid according to the percentage of rent specified in the agreement. The choice of this option is explicit with the Kiloutou's resignation from the claim it is entitled to on this account against the Tenant, in the scope of damage to the RO occurring within the framework of normal use, i.e. in accordance with its purpose

and instructions for use, if the user did not cause damage as a result of the fall of foreign bodies. The exemption is granted under the following conditions: compliance with the provisions of GTA agreement, the principles set out in GTKP, the exclusions listed in Art.8, fulfilment of all required payments to Kiloutou and submission of a detailed notification in accordance with Art. 9 and compensation by the insurance company for the damage suffered by Kiloutou.

9. The condition for obtaining the exemption related to the damage of RO is the return of damaged but complete RO to Kiloutou, unless Tenant purchased additionally the option "resignation by Kiloutou from claims for compensation for damage caused in RO ", which apart from exemption from claims described in Art.8 above, also includes exemption from claims for loss, disappearance and theft on the principle specified in GTKP, provided that the insurance company repairs the damage caused by Kiloutou.
10. The participation in KP and resulting from it exemption from claims do not include the following damages, which are also the cause of the agreement termination by operation of law by the fault of the Tenant: damages arising in the event of non-compliance with the operating instructions and safety rules, damages arising from non-compliance with the recommendations and prohibitions listed in the Art.3, Art. 4, Art. 5 and Art. 6 of this agreement, and in particular the failure to comply with the applicable provisions of law, damages resulting from the use of RO by an unqualified person or not having the required qualifications, by a person under the influence of alcohol, drugs, medicines or other substances limiting the readability or negatively affecting the possibility of safe use of RO or by a person other than the Tenant (or his employee) indicated in the agreement.
11. Tenant bears liability, which is not excluded by participation in KP and the resulting exemption from claims, for using RO for illegal purposes in an improper manner or contrary to its designation.
12. Tenant bears liability, which is not excluded by the participation in KP, also for negligence, error resulting from the use of fuel, any interference in RO or manipulation, transport of ionizing radiation sources, explosive, inflammable, corrosive or oxidizing substances, vandalism, lack of appropriate location, overloading, wilful damage.
13. The exemption from liability specified in Art.7(5) does not include also the costs borne for transport of damaged RO abroad (unloading by crane, removal of defects, towing, etc.), puncture of tyres, damage to headlights, tyres, wheels, mirrors, broken windows, damage caused to RO during transport, placement, coupling, loading or unloading by the Tenant and scrapping.
14. In case of any lack of return of RO, except the exemption provided for in connection with the Tenant participation in KP, Tenant is obliged to pay for Kiloutou the equivalent of RO according to its replacement price.
15. In any case of incomplete return of RO, in which individual accessories, spare parts and elements subjected to disassembly are missing as well as in any other case not covered by the exemption resulting from the participation of KP, Tenant is obliged to pay to Kiloutou the amount corresponding to the value of missing elements, accessories, spare parts or repair value according to the cost of replacement, as new elements in accordance with the costs incurred by Kiloutou without reducing by the value of wear and tear and the costs of their delivery to Kiloutou and installation. If the lack of completeness of the equipment will result in the lack of possibility of its further rent, the Tenant is also obliged to pay the amount equivalent to the rent for the period in which Kiloutou waited for their delivery.

Art.8 LIABILITY TOWARDS THIRD PARTIES

1. Tenant is liable for damages caused by RO during the rental period.

2. Kiloutou does not bear liability for damages caused by RO, in particular it is not responsible for damage caused by driver/operator, persons accompanying the driver or his employees, damage to property and transported goods, the damage caused to third parties by PN, the damage caused in other devices in case when RO is used as a source of energy to perform various works, the damage caused by the movement of a land motor vehicle in people, real estate, objects or animals.
3. In the event that any third party claims against Kiloutou, this company and/or its insurer has right of recourse against Tenant, who is obliged to release them from liability, and reimburse all costs related thereto, including costs related to legal protection.
4. In particular, Tenant bears sole liability for accidents that occurred during the rental period, in particular in connection with the lack of valid certificates or authorisations by the driver/operator required by law or in the event that he/she is under the influence of alcohol, drugs, medicines or other substances limiting the readability or adversely affecting the possibility of safe use of RO, as a result of failure to observe transport safety conditions, damage caused by the movement of a land motor vehicle transporting RO, the damage caused by the operation of a source of ionizing radiation, flammable, explosive, corrosive or oxidizing materials, or for the damage caused during the performance of tests, races or competitions.

ART.9 REPORT OF DAMAGE

1. In the event of damage, Tenant is obliged to inform immediately Kiloutou about this incident and provide with the written notification within 48 hours and guarantee Kiloutou and its insurer an access to RO.
2. The following information should be given in the damage report: date, place, circumstances, cause and expected consequences, name, address of the RO user, whether the user is the perpetrator or the aggrieved party, victims, witnesses, information whether the place of event was visited by the police, ambulance service, whether a protocol was drawn up, place where it is possible to identify the damage, concluded with other insurers.
3. In case of participation in the collision between land motor vehicles having vehicle registration plate (material loss and/or personal injury), Tenant shall draw up and hand over a protocol signed by drivers who participate in the occurrence.
4. In case of theft, Tenant should immediately, not later than 24 hours, report a theft to the competent law enforcement authorities, containing PN's data with identification numbers, provided RO has them, date and circumstances of theft, and within the same time limit or on request provide the originals to Kiloutou. Tenant should immediately, not later than within the period specified in Art.9(1), hand over written notification of damage and any complaints, summonses, procedural documents that have been submitted to him, and to forward immediately all documents, if an appropriate request is made.
5. The violation of rules and duties within the scope of damage notification indicated above shall cause the loss of rights resulting in the option of **“the Kiloutou’ s resignation from claims for damages in RO”**, as well as any other indemnification from liability to Kiloutou, if such have been purchased or granted by Kiloutou.
6. Without a separate written authorization from the Management Board of Kiloutou, Tenant is not authorized to negotiate on behalf of Kiloutou on liability for damage caused, or to conclude any agreements with third parties concerning the accident or to make any statements in this respect.

Art.10 LIABILITY FOR TORT OR DELICT

1. Tenant bears liability for torts, including criminal offences committed with RO or in connection with the conclusion of this RA by himself/herself, his/her employees or other persons whom RO was made available, and bears the penal, civil and tax consequences.
2. In the case of paying by Kiloutou of any costs connected with these incidents, Tenant undertakes to reimburse them, including the costs of handling calls received by Kiloutou from authorized bodies. Kiloutou is entitled to provide the competent authorities with data concerning Tenant and copies of all documents received in connection with the conclusion and implementation of the RA.

ART. 11 RENT AND ADDITIONAL FEES

1. Regardless of the rental duration, the price of rent (a rent) shall be determined in RA per time unit for each rent (day, week, month) according to the tariff applicable at the time of ordering, subject to point 7 of this paragraph. RA indicates on the back of the document what the adopted unit of time and the rental rate are.
2. RA may provide for a change in the rental rate in the event of change in the rental duration.
3. If the unit of time is not specified, it is assumed that the commenced calendar day is the unit of time. Tenant is obliged to pay for each commenced unit of time of making RO available.
4. The rent is invoiced in arrears or at the end of each calendar month.
5. If Tenant declares a fixed term and specifies a lump sum rent in the agreement, the invoice is issued on the date of the agreement's conclusion. In such case, an earlier return of RO shall not result in an obligation to return or reduce the agreed rent for the unused period.
6. Tenant authorizes Kiloutou to issue VAT invoices without his/her signature as well as to send the invoices in electronic form.
7. For machines that have a moto hour meter, Kiloutou introduces an 8-hour limit of daily work of RO. If the daily limit is exceeded, Kiloutou shall charge the Tenant an additional fee in the amount of 1/8 of the daily rental rate for each commenced hour.
8. Tenant is obliged to cover the costs of transport of RO to the place where RO is received in the amounts indicated in the agreement, and in the event that Tenant refuses to sign the agreement, although the delivery of RO was ordered, he/she is obliged to pay the costs of delivery in accordance with the valid price list of Kiloutou.
9. In the event of loss of RO or its theft, regardless of the obligation to repair the resulting damage on the terms provided for in these GTA, the Tenant is also obliged to pay Kiloutou the amount corresponding to the rent amount until the recovery of RO or delivery to the Kiloutou of a new equipment ordered by Kiloutou, as soon as Kiloutou reports theft or loss, and received in the normal course of delivery as a lump sum refund of the Kiloutou 's lost income.
10. Regardless the obligation to pay the rent, Tenant is obliged to pay to Kiloutou additional charges for the services provided and activities resulting from these GTA, listed in Price List of Kiloutou available at Kiloutou's branch, which is an integral part of these GTA and which the Tenant has read and accepted.
11. It is excluded that the Tenant may set off any claims and receivables due to him/her from Kiloutou against the Kiloutou's obligations towards Kiloutou.

ART. 12 RETURN

1. RO may be returned only within the opening hours of the Kiloutou branch.
2. In the event of receipt of RO by Kiloutou outside of the registered office, Tenant shall inform Kiloutou in writing about the accessibility of RO, in good time, giving the place where the Tenant is located, and ensure the participation of the Tenant's

representative at the moment of collecting of RO. Tenant is obliged to provide with the availability of RO for collection and the possibility of the Kiloutou's vehicle entry into the area where RO is located. RO should be prepared to be collected in a place enabling its safe loading.

3. The Tenant is obliged to comply with all obligations under the agreement until the actual return/receipt of RO by the Kiloutou, in particular, he/she bears liability for RO.
4. RO will be considered as "returned", and the responsibility for RO will be transferred to Kiloutou after the signing of the acceptance protocol by the employee of Kiloutou.
5. Tenant is obliged to return RO without a separate call during working hours of the branch, at the latest on the last day of the rent.
6. Tenant is obliged to return RO in good condition, with all accessories and equipment, in particular with safety devices, cleaned, with the level of fuel, oil and other liquids and lubricants consumed no less than at the time of its availability. Otherwise, he/she shall be obliged to pay to Kiloutou the fees for restoring RO to its previous condition, cleaning and other fees in accordance with the Price List of Kiloutou.
7. At the moment of return, a return protocol is drawn up by Kiloutou and the Tenant, indicating the date of return and the visible condition of the equipment, subject to invisible or unreported damage. In case of receipt of RO by Kiloutou, in case of the Tenant's absence, Kiloutou shall unilaterally describe the condition of RO in the protocol, and these provisions shall be binding for both parties. In case of receipt of RO by Kiloutou, when Tenant is absent, Kiloutou shall unilaterally describe the condition of RO in the protocol, and these provisions shall be binding for both parties.
8. Within 5 working days from the date of return/acceptance of RO, Kiloutou shall be entitled to report any RO damage invisible or not reported by the Tenant at the time of return.
9. In case of theft or loss of RO, the agreement expires on the date of delivery by Tenant to Kiloutou of the notification of the above-mentioned events by the Tenant to the competent law enforcement authorities, which means that the Tenant is obliged to pay the rent until that date. If RO is not returned, regardless of the cause, the Tenant is obliged to pay, in addition to the rent, the fee calculated in accordance with Article 7(13), (14) and (13) and Article 11(9).
10. The Tenant is obliged to pay to Kiloutou the value of equipment, accessories, disassembled elements or spare parts that will not be returned at replacement cost in accordance with Article 7(15). In such case Art.11(9) shall apply accordingly, and the charge will be calculated as the equivalent of the rent for the whole RO.

Art. 13 OWNERSHIP OF THE OBJECT OF RENT

1. RA does not transfer the ownership of RO to Tenant.
2. Tenant is not entitled to remove or change the boards confirming ownership and/or inscriptions on the property being the rental object.
3. RO may not be sold or handed over by the Tenant as a security.
4. Tenant is not entitled to encumber RO in any way, including establishing rights, in rem or otherwise, for the benefit of anyone.
5. Tenant is not entitled to retain RO for any settlements with the Kiloutou.

Art. 14 PAYMENTS

1. Any fees for Kiloutou are paid in cash, except for deferred terms of payment specified by LA.
2. If the payment is questioned by the Tenant, Kiloutou may demand reimbursement of the costs associated with the dispute
3. In the event of delay in payment, the Tenant is obliged to pay interest in the amount corresponding to the amount of maximum interest in the understanding of the Civil

Code, and to pay a lump sum fee by the Tenant to reimburse the costs of debt collection in the amount amounting to the equivalent of 40 Euro at the average exchange rate of the National Bank of Poland for each invoice not paid on time, as well as the immediate maturity of the remaining yet to be paid receivables arising from this or other RA concluded by the Tenant with the Kiloutou.

4. Trade discounts granted to the Tenant are due only if the invoice is paid on time. Failure to meet the payment deadline entitles Kiloutou to charge the Tenant an additional compensation fee corresponding to the equivalent of the discount granted, starting from the date of conclusion of the LA.
5. The date of payment shall be the date on which the money is deposited at the cash desk or credited to the Kiloutou 's account.
6. It is assumed that the payment of the amount due is a debt, which should be paid at Kiloutou 's registered office in accordance with KRS data, which does not preclude the possibility of accepting payments at the Kiloutou branch and by making a payment to the bank account.

Art. 15 FEE FOR NON-CONTRACTUAL USE

1. If the Tenant fails to return to RO , despite the expiry of the fixed term of the rent specified in LA, or despite the demand by Kiloutou to return to RO , he is obliged to pay to Kiloutou a contractual penalty in the amount of 200 % of the gross rental rate (defined as the rate without any discounts) for each day of non-contractual use of RO.

Art. 16 TERMINATION CLAUSE

1. In the event that Tenant breaches the provisions of the RA or the GTA, in particular in the event of non-return of RO or failure to pay on time the amount due to Kiloutou arising from any of the agreements concluded with Kiloutou, as well as change of location of use of any of the RO rented from Kiloutou without the consent of the Kiloutou, both this RA and all other RA connecting parties may be terminated by the Kiloutou immediately for the fault of Tenant.
2. The declaration on termination of the agreement with an immediate effect may be sent by Kiloutou: to the e-mail address indicated by Tenant, fax, and by registered e-mail, courier, personal delivery to the Tenant's seat or place, where, according to the Tenant's declaration, RO was to be used. Tenant is obliged to ensure the correct functioning of communication systems and the presence of persons authorised to receive letters in the above-mentioned places, and their malfunction or absence does not affect the effectiveness of delivery of the declaration on termination of the agreement.
3. In the event of immediate termination of the agreement, Tenant is obliged to pay the rent for the period until the date of its termination and issue/return of RO under pain of contractual penalty in the amount equal to 200 % of the daily gross rental rate due under the RA (defined as the rate without any discounts) for each day of non-contractual use, and the possibility to notify the law enforcement authorities of suspicion of a crime under the following Articles 278, 284, 286 and other penal code.
4. In the event of immediate termination of the agreement containing a lump-sum rent determined on the basis of a rigid rental period in accordance with Article 11(5) of the GTA, Tenant is obliged to pay the entire rent, which remains until the end of the agreed rental period. In such a case, Kiloutou is also entitled to charge the Tenant with the difference between the rent in accordance with the price list binding in Kiloutou and the lump-sum rent agreed in the agreement.

Art. 17 FINAL PROVISIONS

APPENDIX NO. 1 TO MANAGEMENT BOARD RESOLUTION NO. 1/04.2018

1. The transfer by Tenant of the rights and obligations arising from this agreement requires the consent of Kiloutou expressed in writing under pain of invalidity.
2. The Parties recognize that all correspondence related to the performance of this Agreement may also be sent to the Tenant at the e-mail address indicated in the Agreement.
3. Disputes between Kiloutou and Tenant arising from the RA shall be settled by a common court having territorial jurisdiction over Kiloutou's registered office. The above regulation does not apply to situations in which the Tenant is a consumer and does not conduct business activity, in such cases the provisions of the Civil Code concerning local jurisdiction will apply.
4. The Tenant declares that he/she agrees/does not agree (underline appropriate) to collect and process his/her personal data for marketing purposes of Kiloutou and other entities of the Kiloutou group.
5. The Tenant has the right to inspect his personal data, correct or delete them at any time in accordance with the Personal Data Protection Act.

Signature of Tenant

Signature of Kiloutou