

KOMA RENT s.r.o.
Za zastávkou 373
109 00 Prague 10 – Dolní Měcholupy
Identification No.: 27087514
Tax Identification No. CZ27087514
www.koma-rent.cz
e-mail: pronajem@koma-rent.cz

General Terms and Conditions for the Lease of Containers, Accessories and Equipment

1. Subject of the General Terms and Conditions for Lease (hereinafter the “GTCL”)

- 1.1. The GTCL regulate the rights and obligations of the parties, i.e., KOMA RENT s.r.o. (hereinafter the “Lessor”) and the customer (hereinafter the “Lessee”).
- 1.2. The subject of the lease (hereinafter the “SL”) are housing, sanitary and storage containers, accessories and equipment of containers, fence systems, etc.
- 1.3. If the approved (confirmed) order, or contract of lease, where appropriate, sets out the lease conditions differently from the GTCL, the GTCL will have priority.

2. Lessor’s Rights and Obligations

- 2.1. The SL is handed over to the Lessee based on the approved (confirmed) order, or contract of lease, where appropriate, and the hand-over report. The order must include the type of SL, the agreed method of its utilisation, number of units, time of lease, price, lease beginning and end date, place of delivery/destination, invoicing address, if different from the Lessee’s registered seat, the authorised and contact person for negotiating the order and the authorised and contact person for handover of the SL and signing of the hand-over report at the destination, including binding e-mail and telephone contacts. Only the written form of such documents is admissible.
- 2.2. The SL shall be handed over to the Lessee clean and in a condition fit for use. SLs with an electric power distribution system have a valid electrical revision certificate. Take-over of the SL shall be confirmed by the Lessee by signing a hand-over report. If there are any defects upon handover of the SL, they shall be recorded in the handover report. If such defects prevent using the SL, the Lessor shall remove them within 3 business days after signing the handover report.
- 2.3. The Lessor has the right to inspect the condition and location of the SL. The Lessee shall allow the Lessor or the Lessor’s representative to enter the place of lease to perform an inspection based on mutual agreement.
- 2.4. If any defects of the SL appear not caused by the Lessee or by persons whom the Lessee allowed to enter the SL or to handle it, the defects shall be removed by the Lessor at its own costs within 5 business days after the defect is reported, or as agreed.

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- 2.5. The Lessor may require the Lessee to pay a refundable bond before starting the lease. The bond shall be returned once the lease ends, however, at the latest 15 days after payment of all due payables, or, where appropriate, the bond may be set off against the current due payables upon lease termination. One-off interest of CZK 100 is payable on the bond for the entire period of deposition of the bond in the Lessor's account.
- 2.6. The Lessor may require from the Lessee payment of an advance invoice for the provided services.
- 2.7. The Lessor shall arrange for transport of the SL to the destination and back by its own means of transport or by contracted carriers. The Lessor also provides the Lessee with other services relating to lease of the SL, particularly assembly/disassembly of the SL, additional modifications of the SL, and handling of the SL. Upon the Lessee's request, the Lessor may also provide the Lessee with a service consisting in connection of the SL to utility networks or other services.
- 2.8. In extraordinary cases and based on the Lessor's written approval, the Lessee may perform the transport of the SL to the destination and back by its own means. In such case:
- a) The Lessee shall arrange for a vehicle and crane to perform unloading/loading having the respective loading capacity, observing the provisions of clauses 4.1. to 4.8. If the Lessee carried out the transport without a hydraulic arm and required loading/unloading at the Lessor's place using the Lessor's technology, prior written agreement on the date and time of loading/unloading is necessary. Failure to adhere to the agreement may disallow performance of loading/unloading due to the absence of the required technology at the worksite, or the Lessee may be charged an idle time fee according to the pricelist published at <http://www.koma-rent.cz/sluzby/sluzby/doprava/doprava>.
- b) The carrier is responsible for insurance of the SL during its transport and unloading/loading, and for any damage that may incur to the property of the Lessor or third parties.
- 2.9. If after lease termination the Lessee does not allow the Lessor to transport the SL from the destination within the agreed period, and if no additional period is agreed, the Lessee shall transport the SL to the Lessor without undue delay by its own means, observing the provisions of clause 2.8.

3. Lessee's Rights and Obligations

- 3.1. The Lessee shall ensure constructional preparedness for placement of the SL at its own costs pursuant to Article 4, and is responsible for adhering to the applicable building regulations.
- 3.2. The Lessee shall consult the specific conditions for preparation of the destination with the Lessor.
- 3.3. Upon handover/take-over of the SL at the place of lease, the Lessee shall arrange for the presence of a person authorised to take over the SL and to sign the hand-over report at the agreed place.
- 3.4. The Lessee shall only use the SL at the agreed place, in the agreed manner and to the extent defined by the character of the SL. Relocation of the SL is only possible based on prior written approval by the Lessor.
- 3.5. The Lessee is not entitled to sublease the SL to any third party without the Lessor's prior written approval.

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- 3.6. The Lessee is not entitled to allow the establishment of any rights of any third parties to the SL, and if any rights of third parties to the SL are claimed, the Lessee is obliged to inform the Lessor thereof.
- 3.7. The Lessee shall protect the SL from theft and damage. If the SL is stolen or damaged by an unknown offender, the Lessee shall notify the Czech Republic Police thereof, and shall inform the Lessor in writing about the case. Then the Lessee shall hand over the report issued by the Czech Republic Police to the Lessor.
- 3.8. For the period of lease, the Lessee shall perform regular maintenance of the SL (cleaning rain gutters, replacement of fluorescent tubes, replacement of mixer tap sealing, repair of WC leaks, etc.) and shall maintain the SL in a proper technical condition.
- 3.9. If the SL is leased with an electric power distribution system, and the period of lease is longer than 6 months, the Lessee shall ensure electrical revision of the SL at its own costs before the period of lease elapses, including repeatedly.
- 3.10. If a sewage tank is leased, the Lessee shall arrange for its emptying before returning it. If the sewage tank's period of lease includes the winter season, the Lessee shall ensure its protection from freezing, including the inlet piping.
- 3.11. If a sanitary container is leased, the Lessee shall ensure discharge of water from all vessels (boilers, toilet cisterns). If the sanitary container's period of lease includes the winter season, the Lessee shall ensure that the temperature in the container shall be above zero all the time.
- 3.12. The Lessee is not entitled to perform any repairs of or interventions in the SL without the Lessor's written approval. This includes stickers, additional locks, covering or removal of the Lessor's logo.
- 3.13. The Lessee shall immediately notify the Lessor of any changes in the Lessee's identification data that occur during the period of the lease. The Lessee shall ensure that the contact information including e-mail address will be up to date for the entire period of lease.

4. Constructional Preparedness for Installation of Container/s and Operational Conditions for the Container/s

- 4.1. The container construction allows the containers to be placed on a compacted or consolidated flat surface.
- 4.2. The container shall be placed on ventilated foundations. Ventilating foundations mean, for example:
 - a) concrete panels put on stable bedrock
 - b) concrete surfaces according to the Lessor's instructions
- 4.3. Each container must be supported at six points. The containers must be installed horizontally.
- 4.4. The average container weight is about 3,000kg. With regard to the said weight, a suitable crane must be used to install the containers. A hydraulic arm installed in a vehicle is also considered a crane, provided it has sufficient bearing capacity. Any other handling than by crane is forbidden.
- 4.5. The container dimensions are specified on the Lessor's website.

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- 4.6. The destination must be accessible by road passable by a vehicle weighing over 18,000kg, with a clearance width of at least 3,100 mm and clearance height of at least 4,200mm. The handling area in the place of loading/unloading must be at least 6,800mm wide and 7,900mm high.
- 4.7. Connection of the container to utility networks shall be made by the Lessee at its own costs depending on the container's type. Connection must be carried out by a technically qualified person. Unprofessional connection may result in inoperability of the interior equipment of the container/s, damage to the container/s, burning, etc.
- 4.8. If the SL is to be installed in a non-standard environment (where explosion, flood, landslide, etc., are a risk), or if the containers are to be placed on one another (stacked), the Lessee is always obliged to consult this situation in advance with the Lessor.
- 4.9. The operational conditions of the containers are specified on the Lessor's website or displayed on every leased container. They must be observed for the entire period of the lease.

5. Insurance of the Subject of Lease and Liability for Damage to the Subject of Lease

- 5.1. The SL is insured by the Lessor. The insurance covers any and all damage caused by unknown offenders or a natural disaster without the Lessee's fault. The insurance does not cover damage caused by the Lessee or by persons to whom the Lessee made the SL available or who were allowed to handle the SL. Furthermore, the insurance does not cover damage to the Lessee's chattels or things brought inside by the Lessee.
- 5.2. If an unknown offender has caused damage to the SL, and if the Lessee reported the loss event to the Czech Republic Police, the Lessee's deductible (self-insured retention) is CZK 20,000 for each individual case. If the actual total damage was lower than CZK 20,000, the Lessee's deductible will equal the actually incurred damage. The Lessee's deductible in the case of damage caused by a natural event shall be calculated in the same manner.
- 5.3. If an unknown offender caused damage to the SL and the Lessee failed to report the loss event to the Czech Republic Police, the Lessee shall be liable for the damage in the full amount.
- 5.4. The Lessor is entitled to claim any damage caused to the SL by the Lessee or by persons to whom the Lessee made the SL available or who were allowed to handle the SL from the Lessee in the full amount. Damage includes loss of keys if handed over for the SL.
- 5.5. If the SL is damaged, it may be proceeded so that the damage to the SL will be removed by the Lessee at its own costs based on a written agreement with the Lessor as of the date of lease termination at the latest, and the Lessee shall hand over the SL in the condition that existed at the moment of take-over. In such case, the Lessee's deductible shall not apply.

6. Lease Term and Termination

- 6.1. The lease shall terminate upon expiration of the period for which it has been agreed.

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- 6.2. Extending the lease period can be based on a written agreement between the parties if necessary. tenant confirming the request for an extension of the lease. The landlord usually extend the lease if the tenant is in arrears with payment of rent or additional payments.
- 6.3. The lease may be extended based on a written agreement between the Lessee and the Lessor, or by confirmation of the Lessee's request to extend the period of the lease.
- 6.4. The lease may be prematurely terminated upon the Lessee's request, provided that:
 - a) the minimum period of lease is 1 month (see clause 7.2.);
 - b) if the period of the lease has been agreed as the minimum one, the Lessee is obliged to pay for the entire period of the lease.
- 6.5. The Lessee is obliged to notify the Lessor of termination of the lease at least 5 business days before the requested termination date. The Lessor shall confirm the date, or will agree another date with the Lessee with regard to its operational capacities.
- 6.6. If the Lessee notifies the end of lease before the 15th day of the current month, the lease shall terminate on the date specified by the Lessee in its notice and confirmed by the Lessor.
- 6.7. If the Lessee notifies the end of lease after the 15th day of the current month, the lease shall terminate on the date specified by the Lessee in its notice and confirmed by the Lessor, however, with the reservation referred to in clause 7.5.
- 6.8. The Lessee is obliged to return the SL in a condition corresponding to normal wear and tear, clean and cleared out (without any items brought in by the Lessee).
- 6.9. The Lessor shall confirm termination of the lease and take-over of the SL by signing a handover report. If any defects of or damage to the SL is identified upon the handover, they shall be recorded in the handover report. If the Lessee refuses to sign the handover report, or fails to appear to hand over the SL, the handover report issued by the Lessor shall be valid, and the Lessee's attitude shall not be taken into account.
- 6.10. If after return of the SL the Lessor identifies any hidden defects of or damage to the SL incurred during the period of the lease, the Lessor shall document them (by photos, description) and shall deliver the documents to the Lessee within 5 business days after take-over of the SL.
- 6.11. If the Lessee fails to return the SL on the lease termination date, the Lessor will be entitled to take the SL from the Lessee, or to take actions leading to return of the SL.
- 6.12. If the Lessee leaves in the SL any personal chattels or other things or equipment at the moment of removal of the container, the Lessor shall take them into its custody, and shall notify the Lessee of depositing them. The Lessee is obliged to pick up items in the Lessor's custody within 30 days. The Lessee is obliged to pay CZK 70 exclusive of VAT for each day of custody. If the Lessee fails to take over the items in custody, they shall be liquidated at the Lessee's costs. The Lessor shall assume no responsibility for any loss of or damage to such items, because by leaving them in the SL, the Lessee has violated the provisions of clause 6.7.
- 6.13. If the Lessee is in delay in payment of the rent or other services for more than 15 days, the Lessor is entitled to terminate the lease. The Lessor shall notify the Lessee of termination of the lease due to its failure to pay the rent at least 7 days before the date as of which the Lessor decided to terminate the lease. The Lessee is obliged to return the SL to the Lessor as of the lease termination date. If the due amounts are paid before the lease termination date, the Lessor may revoke the lease termination.
- 6.14. Cancellation of the agreed lease by the Lessee in writing before the beginning of the lease is possible at least 2 business days before the commencement date of the lease (transport).

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7. Rent and Expenses Relating to Lease of the SL

- 7.1. The rent is quoted in the approved (confirmed) order or contract of lease.
- 7.2. The minimum period of lease is 1 month. If a shorter period of lease is agreed, or in the case of premature termination of the lease, when the lease lasted for less than one whole month, the Lessee will be charged the monthly rent.
- 7.3. Upon the beginning of the lease, the Lessee is charged the monthly rent in the proportional amount.
- 7.4. Upon the end of the lease by expiration of the period for which it has been agreed, or by the Lessee's notice according to point 6.5, the Lessee is charged the monthly rent in the proportional amount.
- 7.5. Upon the end of the lease by the Lessee giving notice according to clause 6.6., the Lessee is charged the monthly rent.
- 7.6. The proportional part of the rent is set out by calculation (monthly rent / 30) * period of the lease; the lease beginning date and the lease end date are included in the period of the lease.
- 7.7. Other services relating to the SL procured by the Lessor, particularly transport of the SL, handling, assembly and disassembly or any modifications and repairs of the SL are not included in the rent and are separately charged to the Lessee.

8. Invoicing

- 8.1. The Lessor shall issue a tax document for the rent and for the services rendered by the Lessor, and shall send it to the Lessee's registered seat address, or to any specified contact address. The tax document includes VAT in accordance with the applicable regulations.
- 8.2. The tax document maturity is 14 days, unless a different maturity period is agreed with the Lessee.
- 8.3. The tax document is considered paid on the date the invoiced amount is credited to the Lessor's account.
- 8.4. In the case of any delay in the invoiced amount payment, the Lessor is entitled to charge the Lessee a contractual penalty at the rate of 0.1% of the due amount for each day of the delay.
- 8.5. The date of taxable supply for the rent is set as follows:
 - a) upon the beginning of the lease, as of the first day of the lease term
 - b) in the second and following months of the lease, as of the first day of the month
 - c) in the case of lease termination pursuant to clause 6.5., as of the lease end date
 - d) in the case of lease termination pursuant to clause 6.6., as of the first day of the month during which the lease terminated
- 8.6. The date of taxable supply for other services is set as of the date of service rendering.

9. Violation of the GTCL and Sanctions

- 9.1. Violation of the obligations set out by these GTCL is considered a breach of contractual covenants, and if such violation results in damage, such damage is claimable.

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- 9.2. In the case of relocation of the SL without the Lessor's approval, the Lessor may charge the Lessee a one-off contractual penalty up to CZK 10,000 for each individual case. The same shall apply in case the Lessee hands over the SL to a third party without the Lessor's approval.
- 9.3. If the Lessee fails to return the SL to the Lessor after the end of the lease, the Lessor is entitled to charge the Lessee a contractual penalty in the amount of the agreed lease from the lease end date to the date of return of the SL to the Lessor.
- 9.4. If the Lessor fails to remove the defects referred to in clauses 2.2 and 2.4 within the specified period, the Lessee will be entitled to claim a reasonable discount on the rent for reasons of limited use of the SL.

10. Final Provisions

- 10.1. The relationships between the Lessor and the Lessee not regulated by a binding (confirmed) order or by a contract of lease and these GTCL are governed by Act No. 89/2012 Coll., the new Civil Code, as amended.
- 10.2. In accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Rules of Civil Procedure, as amended, the Lessor and the Lessee have agreed that for resolving judicial disputes resulting from a binding (confirmed) order or contract, where appropriate, the court with the local jurisdiction – District Court for Prague 10, shall be the first instance court. If the Regional Court has the jurisdiction, then the court will be the Municipal Court in Prague.
- 10.3. If these GTCL require a written form for certain acts, it is understood that the obligation of written form has been complied with by sending them by mail or e-mail to the respective contact addresses. Any acts agreed by phone or in person always need to be confirmed in writing.
- 10.4. By signing a binding (confirmed) order or contract of lease, where appropriate, the Lessee confirms it has familiarised itself with these GTCL, which are available on the website of KOMA RENT s.r.o., www.koma-rent.cz, agrees with them and undertakes to observe them.

These GTCL are applicable from 1 January 2017.

Ing. Jiří Petráš
Managing Director of KOMA RENT s.r.o.

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