GENERAL TERMS OF RENTAL

EFFECTIVE FROM 1 AUGUST 2026

1. Basic Provisions

1.1 These General Terms of Rental ("**GTR**") of the Lessor, within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code (the "**Civil Code**"), apply to any obligation arising as a consequence of a Rental Agreement concluded with Zeppelin CZ s.r.o., company ID No. (IČO) 18627226, file No. C 2346 maintained by the Municipal Court in Prague (the "**Lessor**").

1.2 With respect to contracts binding the parties to long-term and repeated performance of the same kind, the Lessor is entitled to amend the GTR to a reasonable extent within the meaning of Section 1752(1) of the Civil Code. Such an amendment shall be notified to the Lessee in writing or by e-mail; in case of disagreement with the amendment to the GTR, the Lessee may terminate the Rental Agreement under the terms set out in Article 11.2 of the GTR.

1.3 All offers made by the Lessor until the signing of the relevant rental or similar contract are non-binding. Technical data, operating costs, consumption, weight, dimensions, depictions, etc. are only approximate, unless expressly confirmed by the Lessor in writing.

2. Definitions

2.1 **The Lessor** is a company that is either the owner of the equipment and rents out such equipment, or is the lessee of the equipment and sublets such equipment, where the equipment is owned by a third party that has consented to the conclusion of the contract.

2.2 **The Lessee** is a legal entity or natural person that rents movables from the Lessor for short-term or long-term use.

2.3 **Equipment** means the machine, including any interchangeable work attachments, accessories, or consumables and spare fluids stated in the technical specification of the Equipment in the concluded Rental Agreement and in the Handover Protocol.

2.4 **Rent** is the financial payment that the Lessee undertakes to pay to the Lessor for the rental of the Equipment under the concluded Rental Agreement. Unless agreed otherwise in the Rental Agreement, payment is due 14 days from the date of issue of the tax invoice.

2.5 A **Rental Agreement** is a contract concluded between the Lessor and the Lessee for the purpose of temporarily providing the Equipment to the Lessee for use for consideration. The Rental Agreement may be amended in writing or orally; in the case of an oral amendment, all terms other than the rental term shall remain unchanged. These GTR may also apply to contracts for loan for use or to a similar obligation whose subject matter is the provision of a thing for temporary use. In such case, the provisions of the GTR shall apply as appropriate.

2.6 "**Website**" means www.zeppelin.cz.

3. Commencement of Rental and Handover of Equipment to Lessee

3.1 Based on the concluded Rental Agreement, the Lessor shall hand over to the Lessee, or to a person authorised by the Lessee, the Equipment defined in the Rental Agreement.

3.2 The commencement of the rental means the acceptance of the Equipment by the Lessee, which the parties are obliged to confirm in a Handover Protocol signed by an authorised person. The Handover Protocol shall contain additional data concerning the Equipment, such as the serial number of the Equipment, the operating-hours meter (the "**Hour Meter**") reading, and a description of the technical condition. Together with the Equipment, the Lessee shall receive the user manual, the machine operating log, and other accessories and documents designated by the Lessor for the operation of the specific type of Equipment. Unless the Rental Agreement provides otherwise, the Equipment is handed over at the Lessor's branch where the Rental Agreement was concluded. All costs of transporting the Equipment to the operating site from the Lessor's branch and back shall be borne by the Lessee, unless the Lessee arranges transport itself using its own means of transport. Unless agreed otherwise, the costs of transporting the Equipment from and to the Lessor's branch shall be CZK 50/km and the transport shall be arranged by the Lessor through third parties.

3.3 If the place of operation of the Equipment is not agreed directly in the Rental Agreement, the Lessee is obliged to state such place in the Handover Protocol. Without prior notification to the Lessor, the Lessee is entitled to operate the Equipment only in the territory of the Czech Republic and, at the same time, within a radius of 20 km from the place agreed pursuant to the preceding sentence. Use of the Equipment for operation at any other place is subject to the Lessor's prior consent in the form of a written amendment to the Rental Agreement.

3.4 The Lessee shall state in the Handover Protocol the name and contact details of its responsible worker entrusted with supervision over the Equipment. This worker is obliged to know the current technical condition of the Equipment, its precise location, the contact details of the Equipment operator, and to communicate such information to the Lessor whenever requested.

3.5 Upon physical handover of the Equipment, the risk of damage to the Equipment and liability for it pass to the Lessee.

4. Operation of Equipment

4.1 The Lessee shall bear the cost of fuels and additives ("**Fuel**"), oil and filter changes outside the regular service interval of the machine, coolant for routine topping-up (but not replacement), windscreen washer fluids and washing of the Equipment, as well as wear parts (teeth, cutting edges, wear plates of telescopic and sliding parts of the Equipment, etc.), unless the Rental Agreement provides otherwise. In the event of cutting, puncturing, destruction, as well as in the event of extreme wear and tear of tyres or rubber tracks beyond wear and tear usual in ordinary working conditions (as set out in the tyre manufacturer's tables), the Lessee is obliged to pay the value of the tyres or rubber tracks according to the type of damage. The current price list for individual items is available at each branch and on the Website. The Lessee is obliged to return the Equipment with a full Fuel tank, unless agreed otherwise with the Lessor.

4.2 The Lessee is not permitted to overload the Equipment beyond the scope of the permitted technical parameters or to alter its exterior or interior. The Lessee may not operate the Equipment in an environment that has a material effect on the service life of the Equipment, in particular landfills, mines or quarries, unless the Lessor has given its prior consent. In the event of non-compliance with these prohibitions, the Lessee shall pay the costs of restoring the Equipment to its original condition in full.

4.3 The Lessee may not, without the Lessor's consent, make any alterations to the structure of the Equipment. Any use of non-standard type additional equipment or equipment not approved by the Lessor is prohibited.

4.4 The Lessee is not entitled to tamper with the Hour Meter in the Equipment in any way. The Lessee shall immediately notify the Lessor of a defect in the Hour Meter, specifying the meter reading and the time when the defect occurred.

4.5 Operation and handling of the Equipment and the prescribed maintenance tasks may be performed only by qualified workers of the Lessee who have been trained by the Lessee with respect to knowledge of standards and regulations relating to the type of Equipment and its operation, occupational safety, occupational hygiene and other regulations that may apply to the operation of the Equipment with regard to its nature. If specific authorisations are prescribed by a state authority for work with the Equipment, the Lessee is obliged to ensure that workers operating the Equipment have all necessary and valid authorisations. Selected workers of the Lessee shall be trained by the Lessor when the Equipment is handed over for rental.

4.6 Throughout the rental term, the Lessee is obliged to comply with the instructions and perform the tasks described in the user manual and is obliged, at the Lessor's request, to make the Equipment available for inspection. The Lessor's service technician is entitled to carry out spot checks of the state of maintenance at the Equipment's operating location.

4.7 For the agreed rent, the Equipment may be operated by the Lessee only up to the number of operating hours stated in the Rental Agreement. Each operating hour exceeding this limit shall be paid by the Lessee to the Lessor according to the rate for excess operating hours set in the Rental Agreement. The Lessee undertakes to regularly monitor the Hour Meter and, if the operating-hours limit is exceeded in each individual period set in the Rental Agreement, to notify the Lessor thereof and state the number of excess operating hours.

5. Maintenance and Repairs of Equipment

5.1 The Lessee is obliged to ensure that the Equipment is not subject to excessive wear and tear or destruction. The Lessee may not itself disassemble or repair the Equipment or any part thereof, unless agreed otherwise with the Lessor.

5.2 The Lessee is obliged to regularly check the condition and temperature of operating fluids, in particular engine and hydraulic oil and lubrication of the Equipment, the effectiveness of brakes, the condition of tyres and their inflation to the prescribed pressure. In the event of a natural decrease in engine oil, the Lessee is obliged, at its own expense, to top it up with a lubricant prescribed by the Lessor. During the rental term, the Lessee shall responsibly perform all ordinary maintenance tasks set out in the operating and maintenance manual for the Equipment and shall precisely comply with the prescribed deadlines. If the Lessee fails to comply with the prescribed regular maintenance tasks for the operation of the Equipment, the Lessor may terminate the contract with immediate effect under the conditions set out in the Rental Agreement and these GTR.

5.3 On the set dates stated in the Handover Protocol or the user manual and determined by the total number of operating hours, the Lessee is obliged to notify the Lessor of the necessity of performing a regular inspection and planned maintenance and to enable the Lessor to perform such inspection or maintenance. For this purpose, the Lessee shall, at its own expense, present the cleaned Equipment at a pre-agreed hardstanding area. The work of a mechanic during a regular inspection is included in the rent.

5.4 In the event of damage to the seal on the Hour Meter or any other defect, the Lessee is obliged to promptly Protocol the defect to the Lessor in writing and to present the Equipment at an accessible place in order to ensure repair or sealing.

5.5 The Lessee is obliged to promptly Protocol any defect in the Equipment to the relevant contact address of the Lessor stated in the contract. If the Protocol was made orally, the Lessee is obliged to confirm it in writing within 24 hours, stating also a brief description of the defect. If the causes of the defect are not attributable to the Lessee, the rent for the Equipment shall be reduced by a proportion corresponding to the proportion of days on which the Equipment could not be used to the total number of days or hours of rental in the calendar month.

6. Rent

6.1 Rent, including the payment conditions, is specified in the Rental Agreement. Payment for excess operating hours by the Equipment shall be paid by the Lessee on the basis of the actual excess operating hours ascertained by the Lessor. The Lessee agrees that tax invoices may be sent electronically to the contact address stated in the Rental Agreement.

6.2 Rent is calculated according to the actual period (days) during which, in accordance with the Rental Agreement, the Lessee is entitled to have the Equipment at its disposal, either itself or through a third party. If the rental term is shortened, the Lessee is obliged to pay rent according to the corresponding time rate (for example, if a monthly rental is shortened, the rent shall be calculated as weekly plus daily).

6.3 The Lessor reserves the right to bill the Lessee for any additional financial claims arising after the signing of the Rental Agreement on the basis of amendments to, or the introduction of, new legal regulations (e.g. adjustment of customs charges, taxes, import surcharges, etc.). Such a change shall be notified to the Lessee in writing or by e-mail; in case of disagreement with the billing, the Lessee may terminate the Rental Agreement under the terms of Article 11.2 of the GTR within 14 days from the date of notification of the change.

6.4 The Lessor is entitled to require the Lessee, before the conclusion of the Rental Agreement, to pay a security deposit in an amount determined by the Lessor. The security deposit is refundable after the Lessee has paid all of its obligations to the Lessor (rent, compensation for damage, etc.) following the return of the Equipment and termination of the Rental Agreement.

7. Payment of Rent

7.1 In the event of a delay by the Lessee in paying rent or payment for excess operating hours or other receivables of the Lessor, such as for repairs, maintenance of the Equipment or a contractual penalty, the Lessee is obliged to pay contractual default interest of 0.05% per day on the unpaid amount for each day of delay. In addition to default interest, the Lessor is entitled to claim damages in full.

7.2 A delay by the Lessee in paying any due monetary amount owed by the Lessee to the Lessor entitles the Lessor to suspend further performance of any contractual obligation. Resumption of performance of the contract requires payment in full of all overdue amounts or provision of additional security as required by the Lessor.

7.3 The Lessee is not entitled to set off its due receivable from the Lessor against a claim of the Lessor against the Lessee that has not yet fallen due and is not entitled to assign any rights and obligations under the Rental Agreement to a third party without the Lessor's prior written consent.

7.4 Payments of rent within the meaning of Section 1957(1) of the Civil Code shall be made by bank transfer in the currency of the Rental Agreement or by payment in cash, if permitted by generally binding legal regulations.

7.5 The Lessee is entitled to use the Equipment for the period stipulated in the Rental Agreement. Failure to return the Equipment no later than on the date of termination of the rental of the Equipment is deemed unauthorised use of the Equipment and the Lessor is entitled, for the period of unauthorised use of the Equipment, to request the restitution of unjust enrichment corresponding to the rent originally set in the Rental Agreement.

8. Lessee's Rights and Duties

8.1 The Lessee may not remove or cover identification marks of the manufacturer of the Equipment or of the Lessor that are placed on the Equipment.

8.2 The Lessee is obliged to notify the Lessor immediately in writing of any unauthorised disposition of the Equipment.

8.3 The Lessee undertakes that during the rental term it will not conclude with any third party any contract (e.g. sublease, sale, service, etc.) concerning the Equipment, except for an insurance contract covering liability arising from operation of the Equipment and contracts expressly approved in advance by the Lessor. The Lessee may not make the Equipment the subject of use by any third party free of charge, nor may it pledge or otherwise encumber the Equipment. All such arrangements with a third party are invalid and the Lessee bears full liability for any damage arising.

8.4 The Lessee is obliged to return the rented Equipment on the last day of the rental term under a Handover Protocol and in no worse technical condition than at handover (reasonable wear and tear excepted). Unless agreed otherwise, the Lessee shall return the Equipment at the Lessor's branch stated in the Rental Agreement and during the receiving branch's business hours. Deterioration of the condition of the Equipment caused by incorrect handling or failure to comply with the prescribed maintenance shall always be deemed wear and tear exceeding reasonable wear and tear. Upon handover of the Equipment, it shall be inspected.

8.5 The Handover Protocol on the return of the Equipment shall contain data concerning the returned Equipment and accessories, such as the serial number of the Equipment, the Hour Meter reading, the fuel level and a description of the technical condition. The Handover Protocol shall be signed by authorised representatives
of the Lessor and the Lessee. If the Lessee refuses to sign the Handover Protocol or does not attend the handover, only the Lessor or a person authorised by the Lessor shall sign the protocol.

8.6 By concluding the Rental Agreement, the Lessee declares that it is not subject to international or national sanctions, that its operation of the Equipment will not breach any international sanctions and that it will not provide the Equipment to any person that would be subject to international or national sanctions (in particular export to the territory of Russia or Belarus). The Lessee also declares that the Equipment will not be used for direct or indirect military purposes, unless agreed otherwise.

9. Lessor's Rights and Duties

9.1 The Lessor is not liable for damage to or destruction of the Equipment after its handover to the Lessee and is not obliged to provide the Lessee with compensation for the period during which the Lessee cannot use the Equipment as a consequence of its acts or omissions. The provisions on rent are not affected thereby.

9.2 By signing the Rental Agreement, the Lessor and the Lessee confirm that, except for loss or damage caused intentionally or through gross negligence, they exclude
the Lessor's liability for loss or damage within the meaning of Section 2898 of the Civil Code, including detriment caused by a defect in the Equipment or by another legal fact.

9.3 The Lessor may request the return of the rented Equipment even before the end of the agreed rental term if the Lessee uses the Equipment in conflict with the agreed purpose or in a manner that gives rise to a risk of damage to the Equipment.

9.4 For the purpose of checking the use of the Equipment, the Lessor has the right to perform checks at the Lessee's premises without prior notice.

9.5 The Lessor shall not be liable for any delay in performance of the rental contract that occurs as a result of any measures of third parties, states or supranational organisations in cases of epidemic or pandemic and the economic consequences of such measures, such as lockouts, production restrictions, insolvency, strikes, etc., both on the part of the Lessor and on the part of its suppliers.

10. Damage to Equipment

10.1 The Lessee is obliged to protect the rented Equipment from damage, loss or destruction. The Lessee is fully liable for the loss of, damage to or destruction of the Equipment for the period during which it actually has the Equipment at its disposal. The Lessee assumes full liability for damage, loss or destruction of any third-party property arising from the operation of the Equipment, as well as for personal injury to or death of any person, if this occurs in connection with the use of the Equipment or its operation.

10.2 If the Lessee causes damage to the Equipment or is liable for the damage caused, the Lessor shall repair the Equipment at the Lessee's expense, provided that upon return of the Equipment the Lessor and the Lessee agree on its repair by the Lessor's service centre, or shall bill the value of the damaged Equipment or part thereof.

10.3 During the rental term, the Lessee is obliged to notify the Lessor of any accident, loss or damage that occurs in connection with or as a consequence of the use of the Equipment or for any other reason in connection with the operation of the Equipment, promptly after it is ascertained. This information must be confirmed in writing to the Lessor within 24 hours after it is ascertained and the parties subsequently undertake to draw up a damage Protocol concerning the damage sustained by the rented Equipment.

10.4 If the Equipment (including its interior) is dirtied beyond the normal condition of the machine, the Lessor is entitled to charge reimbursement of the costs associated with cleaning or disinfection. The current price list is available at each branch and on the Website.

10.5 Any loss or damage incurred by the Lessee in the circumstances described above shall not affect the Lessee's obligation to pay rent.

11. Rental Term and Termination

11.1 The rental term of the Equipment includes the time for transporting the Equipment from the Lessor's branch and back, as well as periods of repairs to the Equipment that were demonstrably caused by the Lessee.

11.2 If the Rental Agreement is concluded for an indefinite term, it may be terminated by either contractual party within 30 days from the date of delivery of a notification of amendment to the GTR pursuant to Article 1.2 of the GTR. Notice of termination must be given in writing. The notice period shall be three calendar days and shall commence on the day following delivery of the notice.

11.3 The Rental Agreement may also be terminated with immediate effect by withdrawal from the contract. A reason for withdrawal is also the fact that an insolvency court has issued a decision on insolvency or threatened insolvency in respect of the Lessee's assets within the meaning of Act No. 182/2006 Coll., or another decision declaring insolvency, or if an application for declaration of insolvency has been dismissed due to insufficient assets, or if a decision has been adopted on the dissolution of the Lessee without liquidation.

11.4 The Lessor is also entitled to terminate the Rental Agreement in the event of a breach of the Lessee's obligations. If the breach of the Lessee's obligations can be remedied and the Lessee fails to remedy it even after receiving a request with a reasonable period for remedy, the Lessor is entitled to terminate the Rental Agreement with immediate effect. If, in the Lessor's opinion, the breach of obligations cannot be remedied or if it constitutes a material breach of obligations, the Lessor is entitled to terminate the contract with immediate effect even without an additional period for remedy. Notice under this Article must be given in writing and it shall take effect upon delivery to the Lessee.

11.5 In the event of a delay in paying any pecuniary obligation, the Lessor is not obliged to set an additional period for performance and has the right to terminate the Rental Agreement by notice after five calendar days of delay. Such delay is deemed a material breach of the Rental Agreement. A repeated delay by the Lessee in paying rent or the rate for excess operating hours or other receivables of the Lessor, use of the Equipment in conflict with the Rental Agreement, or conclusion of any contract with a third party concerning the rented Equipment shall also be deemed a material breach of the Rental Agreement, unless these GTR provide otherwise. If the rental contract is terminated by written notice with immediate effect due to a breach of the Rental Agreement, the Lessee is obliged to reimburse the Lessor for all costs and damage arising in connection with the Lessee's acts or omissions, in particular (i) rent for the rental until the date of termination of the Rental Agreement by immediate notice; (ii) all expenses and costs associated with termination of the Rental Agreement, e.g. costs of transporting the Equipment from the operating site to the place where the Rental Agreement was concluded, costs of repairing the Equipment if damaged, or costs associated with restoring the Equipment to a condition corresponding to reasonable wear and tear in the event of excessive wear and tear caused by the Lessee; (iii) all damage suffered by the Lessor as a consequence of the early termination of the Rental Agreement.

11.6 If the Equipment is not returned with a full Fuel tank, the Lessee is obliged to pay the Lessor the price of the missing Fuel according to the Lessor's price list valid on the date of return of the Equipment.

11.7 In the event of failure to return the Equipment on the date of termination of the rental, the Lessor is entitled to charge a contractual penalty of CZK 50,000 if the monthly rent exceeds CZK 20,000, and a contractual penalty of CZK 15,000 in other cases. This provision also applies if, for a reason attributable to the Lessee, the Equipment cannot be duly and timely relocated to the place of handover to the Lessor. It is expressly stipulated that the Lessor also has the right to compensation for damage arising from breach of the obligation to which the contractual penalty relates.

11.8 The Lessee is obliged to pay any contractual penalty within 14 calendar days from the date on which the Lessor made a request for its payment, to the bank account specified in the request.

12. Protection of Personal Data and Other Data

12.1 The contract between the Lessee and the Lessor constitutes the legal basis for the collection, storage and processing of personal data by the Lessor in accordance with Article 6(1)(b) and (c) of Regulation (EU) 2016/679, the General Data Protection Regulation (GDPR).

12.2 Personal data concerning the Lessee are processed to the extent necessary for the purpose of performance under the contract concluded between the Lessee and the Lessor. Information on the protection of personal data can be found on the Website.

12.3 In order to improve its services, the Lessor conducts surveys of satisfaction with the Lessor's services and monitors the operation and movement of the Equipment through remote machine monitoring technology. The results of the surveys and monitoring are used by the Lessor and are transferred together with the company name, contact person and address to Caterpillar Inc. (CAT) in the United States.

13. Concluding Provisions

13.1 All notices, proposals and requests, as well as other communications under the Rental Agreement, are effective at the moment of their delivery to the recipient at the address stated in the Rental Agreement or at the address of the registered office or residence of a contractual party. Documents are deemed delivered if accepted by the addressee or returned to the sender as undeliverable and the addressee,
by its act or omission, prevented delivery of the document. The effects of delivery occur also if the addressee refused to accept delivery of a document. All notices, requests, applications or other communications required by the Rental Agreement must be made in writing and must be delivered (i) in person, (ii) by registered letter, (iii) by e-mail addressed to the other contractual party at the e-mail address stated in the Rental Agreement, or (iv) to the electronic data box maintained under Czech law.

13.2 All relations not regulated by these GTR shall be governed by the rental contract concluded between the Lessor and the Lessee and by the provisions of the Civil Code, as amended.

13.3 By signing the Rental Agreement, the Lessor and the Lessee express their consent to these GTR and undertake to comply with them.

13.4 The provisions on change of circumstances contained in Sections 1765-1766 of the Civil Code and Sections 1798-1800 of the Civil Code shall not apply to the obligation between the Lessor and the Lessee.

13.5 The law of the Czech Republic applies to all contractual and non-contractual relations between the Lessor and the Lessee. All disputes that may arise on the basis of or in connection with the Rental Agreement or these GTR shall be resolved by a Czech court having subject-matter jurisdiction. The court having local jurisdiction shall be the court determined according to the Lessor's registered office as of the date on which the action is filed. However, if the Lessor commences the proceedings, it may also choose a court that would have jurisdiction in the absence of an agreement on jurisdiction.