General Terms and Conditions

of FELBERMAYR BULGARIA EOOD

(Updated version as of 01.01.2027)

for transportation, storage, delivery and pick-up, as well as for work platforms and the provision of forklifts.

1. General provisions:

1.1. All services provided by Felbermayr Bulgaria EOOD (Lessor) are performed exclusively in accordance with these General Terms and Conditions - published at www.krangroup.com.

1.2. If an item is deleted from the proposed General Terms and Conditions, all other items remain in effect and an adequate new item is proposed to replace the deleted one. The effect of these General Terms and Conditions shall be permanent and shall govern the relationship between the Lessor and the Lessee.

1.3. § 1: For the provision of work platforms, forklifts and telehandlers, the "Special Terms and Conditions for Work Platforms, Forklifts and Telehandlers" shall also apply.

1.4. § 2: For the provision of mobile cranes, the "Special Terms and Conditions for Mobile Cranes" shall apply.

1.5. All of the Lessor's General Terms and Conditions are published on www.krangroup.com and are offered to each Lessee for familiarization and acceptance on a hard copy sent to the contacts indicated by the Lessee (in an electronic format and/or as an attachment of messaging and data exchange applications, namely Email, Viber, Whatsapp, Telegram, etc.).

1.6. The deviating general terms and conditions of the contractual partner (Lessee) shall only apply if expressly agreed in writing and only for individual cases and only for the specific case.

2. Proposal and conclusion of contract:

2.1. All contracts proposed by the Lessor are subject to change by a bilaterally accepted and signed Annex, unless otherwise agreed.

2.2. By accepting the Contract, the Lessee confirms the validity of these General Terms and Conditions. Partial acceptance of the Contract or amendments thereto shall only be valid if so stated in the offer or the partial acceptance of the offer is confirmed by the Lessor.

2.3. Information provided by the Lessee by telephone or verbally and/or by an Order shall only become part of the Contract if confirmed in writing by the Lessor.

2.4. Unless otherwise expressly agreed, the provision of work equipment by the Lessor shall be in the form of a Contract and, in cases of provision of operational staff, this shall be combined with a Service Contract. It is permissible to combine the two contracts into one, which does not change their nature.

2.5. It is agreed within the Contract that the equipment provided shall be used in accordance with the instructions and obligations of the Lessee as described in these General Terms and Conditions.

2.6. If the Lessor is responsible for carrying out the lifting work in accordance with the Lessee's specifications, a service contract shall be deemed to exist.

2.7. Cancellation or early termination of the Contract by the Lessee shall be permissible if the Lessor fails to perform its contractual obligations despite being granted a reasonable period of grace, or if there is an important reason agreed in writing.

2.8. Cancellation or early termination of the Contract by the Lessor shall be permissible if the Lessee fails to perform its obligations, despite the grace period granted to it, or if, through no fault of the Lessor, circumstances arise which result in significant difficulties or damage to property and/or equipment or if there is a risk of damage to property and/or persons and the Lessee is unable to remedy such circumstances within a reasonable time.

2.9. In the event that the official permits required for the performance of the services are not issued, both parties to the contract shall have the right to cancel the contract, and the Lessee shall pay for the services rendered by the Lessor up to that time.

2.10. Termination of the Contract by either party shall not terminate the rights and obligations of the parties at the time of signing of the Contract, prior to its termination.

2.11. In the event that the Contract is terminated prior to the expiry of the Contractual term due to the Lessee's repudiation or is canceled by the Lessor due to the Lessee's culpable conduct, the Lessee shall pay all unpaid obligations under the Contract with immediate effect or within 3 days from the date of notice.

2.12. In all cases of: termination due to expiration of the Contractual term, cancellation due to default or withdrawal from the Contract, the Lessee shall return the Mechanization in the condition described in clause 5 and clause 7 and make all payments due under the Contract.

2.13. In the absence of a signed Order for Mechanization which has been delivered to the Lessee, the Lease Contract for the said Mechanization shall be deemed to have been entered into for an indefinite term at a lease price, term and method of payment reflected in the invoice(s) issued by the Lessor to the Contract.

3. Scope of Services, Quote and Order:

3.1. The content of the performance due by the Lessor derives from the Quote.

3.2. The Quote, approved by the Lessee, shall form an Order to the Contract.

3.3. The Order describes and confirms the terms of the Quote, namely location of the site, scope of services, period of performance, price, delivery and pick-up terms, additional requirements (if agreed), description of machine(s) and invoice and value as of the date of lease. The term of the Order shall be until completion of the work with the Mechanization described therein and final payment by the Lessee.

3.4. The quoted prices and conditions are based on information provided by the Lessee or obtained from a Felbermayr consultant who has inspected and assessed the site specified by the Lessee.

3.5. In the event of any uncertainty, the Lessee shall instruct the Lessor, or the Lessor shall require the Lessee to access the work site, to conduct an inspection to determine the Lessee's understanding of the above circumstances. If the Lessee refuses the Lessor's verification, the Lessee shall be liable for anything arising from incorrect or incomplete information.

3.6. Any official permits, machinery documents, operator competence (if this is within the scope of the agreed service) or technical documents of the machinery required for the performance of the services shall be obtained by the Lessee, unless otherwise agreed, at the Lessee's expense.

3.7. In the event of changes in the scope of services (also as a result of official requirements and regulations), these additional services shall be payable separately, even in the case of a single price quote. The same applies to additional services resulting from changes in the place of work, the time and duration of the order, change of destination, extension of the period of performance due to external circumstances and the like. Any additional changes requested by the Lessee shall be made in a new Order, which shall be approved by the Lessee or its legal representative.

3.8. The Lessor shall be entitled to charge additional fees if the actual unit weights or dimensions and other properties of the goods to be moved differ from the unit weights or dimensions and the Lessee's specifications as described in the assignment.

3.9. In all cases the existing operating instructions and warnings must be taken into account and, in the event of any uncertainties, consultation should take place before commencement of the work.

4. Lessor's rights and obligations:

4.1. The Lessor shall perform its obligations within the agreed period or, in the absence of agreement, within a reasonable time after a request, for which it shall receive the full consideration in accordance with the Contract/Order and/or Invoice.

4.2. Once a request has been made, in the event of default by the Lessor, the Lessee shall grant a reasonable extension of time.

4.3. Claims for non-performance can only be brought after a reasonable grace period. In the event of any damage suffered by the Lessee due to the Lessor's delay, the contractual penalties to be paid by the Lessee shall only be taken into account if the Lessor has been notified in writing of such consequences of the delay and if the Lessor can be charged with gross negligence or intent.

4.4. The risk of delay in performance due to force majeure or circumstances for which neither party to the contract is responsible (road obstructions; weather conditions, refusal for issuing official permits, natural disasters, risk to property or health, but not limited to) shall be borne by the Lessee. The Lessor's period of performance is therefore extended by the duration of these circumstances.
The Lessee is obliged to pay the remuneration for the duration of the stay imposed by these circumstances.

4.5. If, for reasons within the control of the Lessee, the execution of the order is delayed (e.g. due to incorrect information provided when placing the order, delayed delivery, unsuitable transport routes or locations and the like), the Lessee shall be obliged to pay the consideration under the quote for the delayed delivery of the goods, whereupon the Lessor shall be entitled to charge the resulting costs and additional expenses (also in the case of one-off orders).

4.6. The Lessor shall have the right of uninterrupted free access to the equipment for the duration of the contract. It shall have the right to carry out inspections concerning the condition of the equipment and the manner in which it is used and stored, as well as to give binding instructions to the Lessee to remedy breaches of the provisions of the Contract and these General Terms and Conditions.

4.7. The Lessor shall be entitled to receive the agreed price as confirmed, according to each Order.

4.8. The Lessor, if requested by the Lessee, shall instruct the Lessee's specialists on the use of the equipment and shall give technical advice on the proper handling and servicing.

4.9. The Lessor undertakes to provide the rented equipment and to deliver it in the condition it is in at the time of conclusion of the Contract or Order. The Lessor shall have the right during the term of the Contract or Order to replace the equipment with other equipment of similar characteristics. In exercising the right under the preceding sentence.

4.10. The Lessee undertakes to hand over the equipment to the Lessor immediately upon request.

4.11. The Lessor shall service the equipment within 24 working hours as of receipt of a written request to do so from the Lessee, which time limit is indicative. Working hours are the hours from 08:30 to 17:00 Monday to Friday except public holidays in the country.

4.12. The Lessor's liability for defects in the Equipment shall be limited to their removal free of charge or replacement of the Equipment with other Equipment at the Lessor's discretion.

4.13. The Lessor shall not be liable for any direct or indirect damages caused as a result of damage to the Equipment if the damage is the result of an act of God, an accidental occurrence, improper use, improper storage of the Equipment or the fault of the Lessee or a person to whom the Lessee has subcontracted work. For the avoidance of doubt, the Lessor, by entering into a Contract or accepting an Order, is not the principal of the work and shall not be liable in any circumstances relating to the Lessee's business.

4.14. The Lessor shall be obliged to draw up a service report in the event of defects being detected on site and/or after the return of the rented machine, which shall result in the issue of an invoice for the costs incurred in rectifying defects caused by the Lessee or its subcontractors which are not a consequence of the normal use of the machine.

4.15. The Lessor shall have the right to place its advertising on the Equipment.

4.16. Lessor shall have the right, without further permission and/or consent from Lessee, to use in the marketing and advertising of its business, textual and/or photographic and/or audio and/or visual images, in any medium, including in social media posts and any media in which the name of Lessee and the sites of construction with the Mechanization are present. The signing of the Contract/Order binds the Lessee to this clause and the same shall be construed as an express consent.

5. Lessee's rights and obligations:

5.1. The Mechanization shall be used by the Lessee exclusively and only according to its production purpose, in accordance with all instructions and operating instructions. The Mechanization may only be used by authorized operators.

5.2. The Lessee shall protect the Mechanization with due care, including, but not limited to, providing supervision and ensuring its storage during non-working hours only at locations that are well protected from intrusion by outsiders and have proper security.

5.3. The Lessee shall not assign, on any basis, the Mechanization or any element thereof.

5.4. The Lessee shall return the Mechanization to the Lessor upon termination of the contract and/or order in the same condition in which it was delivered, complete with accessories, taking into account the normal wear and tear of its use under intended use in accordance with the operating instructions. A record of handover shall be drawn up. The removal of defects shall be at the expense of the Lessee and shall be additionally paid by the Lessee. The latter is obliged to notify the Lessor of the time at which he will be ready to hand over the Mechanization within 2 /two/ working days before the expiry of the contract and/or order.

5.5. In the event of delay in returning the Mechanization, the Lessee shall pay the Lessor a penalty of twice the rental price for each day of delay.

5.6. The Mechanization shall be cleaned at the time of return /to be verified upon signing of the record of handover/. In case of non-compliance with this condition, the Lessor shall charge the Lessee the cleaning costs.

5.7. The risk of damage and destruction of the Mechanization /if it is the fault of the Lessee/, related to its operation during the term of the contract, shall be borne by the Lessee. The Lessee shall pay the Lessor the value of any lost or irreparably damaged items of the Mechanization at the Lessor's rate of charge without deduction for depreciation. For all returned items and accessories of the Mechanization which, in Lessor's judgment, are irreparably damaged or worn out during the rental period, the Lessee shall pay the Lessor, the full cost of replacement and/or repair (labor and parts). The risk of damage to and/or destruction of the Mechanization due to accidental occurrence, theft, force majeure, while the Mechanization is under the responsibility of the Lessee, shall be borne by the Lessee.

5.8. The Lessee shall pay the down payment, the rental price and all other payments due under the Contract, the Orders and the Invoices thereto.

5.9. All the costs of the current maintenance related to the use of the equipment, as well as those related to damages caused by its use in a manner not in accordance with the technical prescriptions for use and maintenance, shall be borne by the Lessee. The Lessee undertakes to allow the Lessor's service technicians to carry out maintenance on the equipment during the term of the contract. The Lessee shall not allow third parties to carry out maintenance and/or repair of the Mechanization. Any maintenance and repair work carried out on the Mechanization by the Lessor's service technicians shall be certified by the execution of a Service record.

5.10. The Lessee undertakes to provide at his own expense the necessary Mechanization and manpower for unloading and loading the equipment from and onto the transport vehicle.

5.11. The Lessee shall only use fuels, oils, fluids and lubricants that meet the requirements of the standards and regulations in force in the Republic of Bulgaria, as well as the manufacturer's requirements. Any damages caused to the rental equipment during the rental period due to the use of substandard fuels, oils, fluids and lubricants, etc. shall be entirely at the expense of the Lessee.

5.12. The Lessee undertakes to use the mechanization only for its intended purpose and only with qualified personnel, by complies with work safety regulations and operating instructions.

5.13. The Lessee shall immediately report to the Lessor any damage to the equipment as well as any damage caused by third parties. The Lessee shall immediately notify the Lessor in writing or by telephone of any damage to, or third party interference with, the Mechanization, but not later than 24 hours after the event. In the event of damage, the Lessee shall be obliged to stop the Equipment from operation until the visit of a service technician.

5.14. The Lessee undertakes to return and hand over the equipment to the Lessor, for which authorized representatives of the parties shall sign a record of handover for return. In the event that the transport of the equipment is arranged by the Lessor at the expense of the Lessee, the Lessor shall notify the Lessee in an appropriate manner (via email, short telephone messages, messaging applications available to both parties (Viber, Whatsapp, Telegram, etc.)) of the day and time on which it will send the group to load and transport the equipment. In the event that the Lessee does not immediately provide access to the equipment on the agreed day and time, the Lessee shall pay the Lessor the cost incurred, the rental price of the mechanization and a penalty for the delay in the amount of 102.26 EUR /One hundred and two euros and twenty-six cents/ excluding VAT for each started hour of delay.

5.15. The Lessee shall not move the mechanization from the place of use specified in the order to the contract without the express written consent of the Lessor. In the event that the Lessor agrees to the relocation of the machinery, the latter shall only carry out the necessary actions through its own specialists, with the costs of relocation to be borne by the Lessee.

5.16. The Lessee undertakes not to remove, alter, modify or conceal any numerical, letter or sign restrictions placed on the equipment and warrants that the equipment will not be subject to careless or rude use.

5.17. In the event that the mechanization is detained by the authorities of the Ministry of Interior, bailiff or other controlling authorities through the fault of the Lessee or its employees, the Lessee shall not be released from its obligation to make rental payments as well as other payments arising from this Contract until the mechanization is released by the relevant authorities.

5.18. The Lessee shall be liable for any damage or injury resulting from:

5.18.1. Repair of the mechanization by the Lessee's workmen or its subcontractors;

5.18.2. Misuse of the mechanization;

5.18.3. Misuse by Lessee;

5.18.4. Unsuitable working conditions on the job site;

5.18.5. Malicious or unintentional acts of employees or third parties, as well as accidental events.

5.18.6. Negligent care of the preservation of the Mechanization by the owner of the site. This shall be deemed to be lack of security guards or security systems for the hours outside of business hours of Lessee's authorized employees.

5.19. The Lessee shall indemnify the Lessor for any damage to the Mechanization caused by the reasons stated above. The same shall be established by the parties by bilaterally signed acceptance-transfer protocol, as the Lessee shall pay the damages at his own expense within 5 days from the signing of the protocol for their detection. The damages/shortages shall be paid according to the Lessor's offer.

5.20. The Lessee shall indemnify the Lessor against any losses, costs, penalties or legal expenses which the latter may suffer or be required to pay for personal injury (including death) and/or property damage suffered by any person by reason of the mechanization or its operation, handling or transportation under and in connection with this Contract or use while in the possession of the Lessee or its employees, agents or carriers until the return of the same to the place specified in the order.

5.21. The Lessee undertakes to pay to the Lessor compensation for all damages and loss of profit suffered by the latter due to the Lessee's failure to perform any of its obligations under this contract, in the event that the amount thereof exceeds the liquidated damages provided for.

5.22. Lessor's liability for defects in the Mechanization shall be limited to their removal free of charge or replacement of the Mechanization with another at Lessor's discretion.

5.23. The Lessee agrees that Lessor shall have the right to require advance payment of the rental payments resulting from this Lease and/or Order as described in the quote made and confirmed in the Order.

5.24. The mechanization is property of the Lessor and the Lessee shall not encumber the same or use the same as security for any loans.

6. Delivery, handover and retraction of the mechanization:

6.1. The General Terms and Conditions shall govern the delivery and return of the Mechanization, with the accompanying actions, documents and obligations of the parties. Delivery and collection of the Mechanization shall be made by one of the two parties as confirmed in the Order.

A6.2. Delivery of the Mechanization shall be made to the Lessee in person to a legal representative or to an authorized person specified in the Order. At the Lessee's request, the Lessor may arrange for the Mechanization to be loaded and transported to the Lessee's site where it is to be used and vice versa in a suitable means of transport. Transport costs from the Lessor's base to the Lessee's site and vice versa shall be borne by the Lessee, unless otherwise agreed and confirmed in the order.

6.3. The Lessee undertakes to use the equipment only at the place specified in the Order to the Contract.

6.4. The transfer of the mechanization from the Lessor to the Lessee and its condition shall be certified by a record of handover, which shall be attached to the Order. The Mechanization shall be accepted by the Lessee as described and in the event that the record of handover does not contain any remarks, the Mechanization shall be deemed to have been handed over without defects and/or shortages.

6.5. The return of the mechanization from the Lessee to the Lessor and its condition shall be certified by signing a record of handover, which shall indicate the date of return and the condition of the returned mechanization.

6.6. The Lessor shall have the right to terminate the Contract in the event that the Lessee fails to deliver the Mechanization from the site/work location, described in the order, on the agreed day. In the event of unwillingness (non-cooperation) on the part of the Lessee to return the mechanization, the Lessee shall be liable for all costs (including any court and legal costs) incurred in its recovery by the Lessor, as well as the rent for the period until the mechanization is returned, regardless of how long it has been used.

7. Care for the mechanization:

7.1. The Lessor shall maintain, repair, and service mechanization in accordance with all laws, regulations, and manufacturer instructions. The machinery shall be leased in full operating condition and in good working order to the Lessee, who shall take care of it during the time of the lease and on the site for which the mechanization is leased.

7.2. With due care, the Lessee undertakes to carry out the following activities:

7.2.1. Monitor engine oil level (for ICE mechanization), hydraulic oil level (for all machinery) before starting work;

7.2.2. To monitor the electrolyte liquid level in the batteries (for all types of batteries with the ability to do so) before starting work;

7.2.3. To inspect the main elements of the mechanization - metal structure, bolted connections, wheels, handrails, hydraulic cylinders, hydraulic hoses and hydraulic distributors, control panels, before starting work;

7.2.4. To carry out inspection of machine model numerical designations, make, inventory number and company sticker before commencing work.

7.3. The Lessee or its representative shall inform the Lessor of the deviations and damages observed, as well as of the oil, coolant and electrolyte leaks detected, and the latter shall schedule their rectification according to the internal rules of the service department, but not later than 24 working hours from the receipt of the information.

7.4. The Lessee or its representatives, unauthorized service stations and third parties shall not be entitled to repair the Lessor's mechanization.

7.5. The Lessee or its representatives shall hand the machinery back to the Lessor, clean and free from waste, with normal signs of wear and tear.

7.6. Upon return of heavily soiled machines covered with paint or other substances, the Lessor shall be entitled to issue a service report and request payment from the Lessee for the costs incurred for parts, materials and time spent.

8. Prices and payment:

8.1. The prices of the Lessor's services, as well as the prices of parts and consumables approved for use in the repair and maintenance of the mechanization, shall be subject to an individual quotation prepared by the Lessor, as necessary or requested by the Lessee.

8.2. The Lessor may offer a general quote with a long period of validity and clear criteria for a change in the conditions, either on initiative or at the request of the Lessee.

8.3. The Lessor has the following types of work, with fixed prices, which the Lessee shall owe in case of improper use, damage or destruction of the mechanization:

8.3.1. 1 man-hour basic service activities (washing and cleaning of the mechanization) - EUR 40.00/hour;

8.3.2. 1 man-hour of specialized service work (all service work on repair of the mechanization) - EUR 50.00/hour;

8.3.3. 1 kilometer round trip to and from the site, per service vehicle, for the removal of defects caused by the Lessee or its representative, described in these General Terms and Conditions - EUR 1.00/ km.

8.3.4. 1 hour of travel time of a service technician, when the technician is travelling to or from the site without performing repair activities – EUR 30.00/hour.

8.4. The Lessor shall set the working hours for a rented working day (day/night) at 10 astronomical hours. If the use of the Mechanization is exceeded, a second shift rate shall apply. In case the Lessee will use the Mechanization in a two-shift mode, this circumstance shall be explicitly stated in the Order.

8.5. The Lessor shall be entitled to receive all payments for services performed, as confirmed in the order and for service work on the mechanization, after a service report has been issued.

8.6. The terms for final payment shall be negotiable and shall be described in the order to the Lessee, to which the latter agrees.

8.7. In the event of delay in payment or refusal to pay all or any part of the amount, the Lessor shall be entitled to apply to a debt collection organization or court of registration of the Lessor, to assist in the final collection of the debt duly described in the invoice issued. This clause, accepted by the parties by entering into the Contract/Order, constitutes an agreement on contractual jurisdiction within the meaning of Article 117 of the Civil Procedure Code.

8.8. Invoices issued by the Lessor shall be payable without deduction upon receipt by the Lessee. In the event of default, statutory interest and costs associated with the collection shall be charged. The Lessor shall be entitled to issue partial invoices each month for services already performed.

9. Contract Term and Termination:

9.1. The place of payment and performance for both parties shall be the Lessor's seat. The place of jurisdiction shall be the court of competent jurisdiction for the city of. Plovdiv, Bulgaria.

9.2. All contracts issued by the Lessor shall be governed by the laws of the Republic of Bulgaria.

9.3. The term of the contract is 1 calendar year as of the date of conclusion. Upon expiry of the term of validity and in the absence of an initiative by one of the parties, the contract shall be renewed for a further 1 calendar year.

9.4. The Lessor shall have the right to unilaterally terminate all Orders entered into between the parties and to seize the mechanization with a one day's notice if:

9.4.1. The Lessee has outstanding debts;

9.4.2. The Lessee changes the location of the mechanization without Lessor's prior consent;

9.4.3. The Lessee refuses or fails to provide access of a Lessor's employee to the mechanization;

9.4.4. The Lessee fails to return the mechanization promptly after the Lessor calls for its return;

9.4.5. In the event of an open liquidation, insolvency or stabilization proceeding of the Lessee.

9.5. Termination of the contract between the parties shall take place in the following circumstances:

9.5.1. In the event of non-fulfillment of the obligations described in these General Terms and Conditions by one of the parties, unilaterally with immediate effect and request for settlement of the financial relationship with the date of termination of the contract.

9.5.2. Upon agreement between the parties for termination by mutual consent and full and final payment of all invoices issued.

9.5.3. Unilaterally with a 30-days' written notice, after the expiration of an existing Order, including for services (if any) and final payment between the parties.

10. Damage or destruction of the mechanization:

10.1. The risk of damage to and destruction of the mechanization (if the Lessee is at fault) associated with its operation during the term of the contract shall be borne by the Lessee. The Lessee shall pay to the Lessor the value of any lost or irreparably damaged items of the mechanization at the Lessor's quote without deduction for depreciation. For all returned items and accessories of the mechanization which, in Lessor's judgment, are irreparably damaged or worn out during of the rental period, the Lessee shall pay the Lessor the full cost of replacement and/or repair (labor and parts). The risk of damage to and/or destruction of the mechanization due to accidental occurrence, theft, force majeure while the mechanization is in the Lessee's possession shall be borne by the Lessee.

10.2. All the costs of the current maintenance related to the use of the equipment, as well as those related to damages caused by its use in a manner not in accordance with the technical prescriptions for use and maintenance, shall be borne by the Lessee. The Lessee undertakes to allow the Lessor's service technicians to carry out maintenance on the equipment during the term of the contract. The Lessee shall not allow third parties to carry out maintenance and/or repair work on the equipment. Any maintenance and repair work carried out on the mechanization by the Lessor's service technicians shall be certified by the execution of a Service Report.

10.3. The Lessee shall indemnify the Lessor against any damage to the mechanization caused by the reasons set out above. The same shall be established by the parties by a bilaterally signed record of handover, and the Lessee shall pay for the damages at its own expense within 5 days from the signing of the record of their establishment and the invoice issued. The damages/shortages shall be paid at the Lessor's rates.

10.4. In cases of refusal by the Lessee or his representative to sign a service report for damage, the Lessor shall have the right to collect witnesses to certify the Lessee's unwillingness to execute the record in good faith.

10.5. The Lessee shall indemnify the Lessor against any loss, expense, pecuniary penalty or legal costs which the latter may suffer or be required to pay for personal injury (including death) and/or property damage sustained by any person by reason of the mechanization or its operation, handling or transportation under and in connection with this Contract or use while in the possession of the Lessee or its servants, agents or carriers until the return of the same to the place specified in the order.

10.6. The Lessee shall pay to the Lessor compensation for all damages and loss of profits suffered by the former due to the Lessee's failure to perform any of its obligations under this Agreement, in the event that the amount thereof exceeds the liquidated damages provided for.

10.7. If the return of the mechanization is delayed for more than 15 days after the date of termination of the order, the Lessor may unilaterally declare the machinery perished (regardless of the actual condition) for the purposes of the Contract, in which case the Lessee shall owe the Lessor a penalty in the amount of the price of a new one, as well as compensation for loss of profit in the amount of the rental price for that mechanization for the period from the termination of the lease until the payment of the penalty.

10.8. The Lessor shall deliver the mechanization with the relevant insurance, if such insurance is provided for by law or if taken out at the Lessor's discretion.

10.9. Upon the occurrence of an insured event, the Lessee shall immediately notify the Insurer and the Lessor, as well as the relevant competent authorities. The Lessee shall take all actions to realize the rights of the Lessor to the insurer and to comply with all the requirements set out in the terms and conditions of the insurance.

10.10. The Lessee is obliged to comply with the terms of the insurance policy. In the event that, due to the Lessee's failure to comply with the obligations or prohibitions arising from the insurance policy and/or the general terms and conditions of the insurance, the Insurer refuses (in part or in full) to pay the insurance indemnity, the liability for the damage caused to the Lessor shall be borne by the Lessee, who shall indemnify the Lessor for the damage suffered (in the case of total loss of the mechanization - the damage shall be equal to the value of the mechanization according to the price list of the dealer or manufacturer, and in the case of partial loss – the expenses for repair works and restoration of the mechanization.

10.11. The Lessee may opt for additional insurance cover for the rented mechanization upon request of the Lessor.

10.12. The Lessor may at any time require a deposit and/or other additional security to be described in the Contract or the Order as a guarantee that the Lessee shall pay correctly all its obligations and return the items to the Lessor, after completion of the Contract.

10.13. The Lessor shall be obligated to release and refund the security provided after the Lessee has fulfilled all obligations to return the equipment in full and in good working order in seven (7) days and only in the event that the Lessee has duly paid all of its financial obligations incurred during and in connection with the leased mechanization.

11. Supplementary provisions:

11.1. The parties acknowledge and agree that the terms of the Contract, and any information concerning the mechanization, prices, know-how, etc., made available to the other party in connection with the performance of the Contract, shall be confidential. The parties agree that during the term of the Contract and thereafter, they will not disclose or permit the disclosure of confidential information to any third party, except where such information has otherwise become public knowledge or where disclosure is required by order of a governmental authority or is necessary to protect the rights of the party.

11.2. The Parties agree and undertake that any collection, processing and storage of personal data of representatives of both Parties shall be carried out solely for the purpose of the performance of this Contract and shall be carried out in accordance with the provisions, conditions and principles of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

11.3. The Lessor collects and uses the following information:

11.3.1. In the case of contracts with legal entities: name, UIC, registered office and address, telephone number.

11.3.2. In the case of contracts with farmers and sole traders: name, PIN, address, telephone number, email address, bank account.

11.4. the other of this change within three days. Otherwise, all notices under this Contract and the Acceptance and Delivery Report shall be deemed to have been duly given if sent to either contact prior to the change.

11.5. Should any disputes arise under the contract, the parties shall settle them voluntarily and in good faith. If no agreement can be reached through negotiations, all disputes relating to the contract, including disputes arising out of or relating to its interpretation, invalidity, performance or termination, as well as disputes concerning the filling of gaps in the contract or its adaptation to newly arising circumstances, shall be settled in accordance with the legislation of the Republic of Bulgaria.

11.6. In the event of property disputes concerning the performance of the contract, the consequences of its cancellation, termination, as well as disputes relating to the validity and interpretation of the will of the parties to the lease agreement, shall be heard by the court of the Lessor's registered office. The present clause, accepted by the parties by concluding the Contract/Order, constitutes an agreement on contractual jurisdiction within the meaning of Article 117 CPC.

11.7. All amendments and supplements to the contract shall be made only in writing and with the consent of both parties. The provisions of the legislation of the Republic of Bulgaria shall apply to the matters not covered by the contract.

11.8. In the event that individual parts of this contract are invalid in whole or in part, the validity of the remaining provisions shall not be affected. The statutory provisions shall, insofar as they exist, apply in place of the invalid provisions.

11.9. The parties agree to execute the contract in duplicate.

For Felbermayr Bulgaria EOOD:



For the Client:

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