

GENERAL TERMS AND RULES OF BUSINESS

UP RENT d.o.o.

Date:

Radnička cesta 184

Number:

1000 Zagreb

1. CLOSING OF THE CONTRACT. The contract is closed with written acceptance of rental conditions.

2. CONTRACT REALIZATION, TAKEOVER AND RETURN MACHINE. Contract realization starts when machine get out of UP RENT center and it is over when machine return back in the same residence. Only documents about transport of machine and handover record can be use as a proof of that facts. Machine will be deliver in UP RENT stock (franco „UP RENT“ d.o.o.). Agreed time of delivering can be changed because of some unpredictable occurrence or problems with machine installation, control , fixing, or some force majeure reasons. UP RENT is free of responsibility for those occurrences.

In case when delivery is agreed out of UP RENT stock , machine will be transport with risk and with rentier responsibility. By accepting the machine rentier declare that he checked and accepted machine as correct, and ready to perform a purpose action, and will not do some modifications and additions on machine.

3. USE CONDITIONS. The machine has to be deliver in correct conditions. Every damage that happens on machine even the one caused by dishonest, unprofessional, incompetent, unadvisedly etc. handling, is only rentiers duty.

4. LAWS AND RULES RESPECTING. Rentier will follow all rules and he will respect law regulations about machine use, especially everything about safety at work. It is forbidden turn off or in the either way do dishonest with machines security devices. It is strictly forbidden to use the machine in any unauthorized or unusual way for this type of machine.

5. RESPONSIBILITY. Rentier in rental period takes over all responsibility for any damage that may occur to people and asset as result of machine use or maintenance, so UP RENT as owner expressly absolves any responsibility. Machine is handover to rentier insured against of responsibility of fire, theft, breakage. UP RENT will be give hired machine to the customer together with all documents estimated with law for machine use or smooth road

tarffic. UP RENT guarantee for machine accuracy. Accepting principle liability, UP RENT is not responsible :

- For hidden machines failing and addition, apropos machine mistake wich could not notice during inspection with usual attention
- For constructional or productional defect wich is designer or machine manufacturer responsible for
- For damage wich will be caused by additional equipment delivered by UP RENT , for example boards, holding plates, safety belts, cables, ropes, etc.
- For damage appeared as result of machine impropriety for performing claimed action, when impropriety can be refer to wrong data given by renter or some third person in his name, for example wrong defined height on wich action has to be perform or wrong defined weight wich has to be transferred, wrong data wich is concerned to work place access, etc.
- For damage come out of public order regulation and safety at work impiety caused by rentier or authorised person by rentier
- For damage caused by outflow of liquid such as motor fuel, hydro oil, batteries acid and similar.
- Reniter is obliged to protect base where machine is used.
- UP RENT is not obligated to deliver machine if machine or persons who handle with it can be in danger wich could not predict in moment of contract closure.

6.RENT OF MACHINE WITHOUT OPERATOR. When machine renting is without operator in so called cold position (machine in quiet) rent is concern only to machine and does not include motor fuel, lubricant, water for batteries, expendable materials etc. Rentier then accept work machine handling and all responsibilities associated with. It is obligated to use machine with good master care and according to producer instructions. Machine has to be use in place and in a way wich is note in rental contract. Using of machine on the other place besade settle way resulting with instant release of contract and contractual penalty appllication from general terms. During rental period rentier will allowe to UP RENT employees entry to machine work place how they can accomplish necessary cheching. Machine, subject of contract, without written permission by UP RENT cannot be given in sublease, for use, or to keeping to third legal entities or natural persons by any base or reason. Also this contract cannot be transfer to some another. Operator who handle with machine in the rentiers name

has to be technical enabled for control with machine. Machine work halt from any reason and any lasting does not give the right to compensation. UP RENT guarantee to rentier calm machine use during the rental period.

7. MAINTENANCE AND FIXING DURING RENTAL PERIOD WITHOUT OPERATER. UP RENT by it self , through the company or by related persons , will give to rentier servicing with needed attention, but without takeover any responsibility during the time of machine work halt or for giving wich would result from that (for example it not include any liability for cost of employees who are waiting repair of the machine or other equipment that has to be stopped or for contractual penalty that could result, etc.). All transport cost , moving, hours of transport, repair , part replacement for wich is affirm they are corrupt are on renter cost. Any other repair from other reason is renter cost.

If machine will be not use accordant with producer instructions or it will be separated , rented or fixed at least in part outside of UP RENT authorized service or by person or service wich are not authorizet by UP RENT and if repair will not stop on time how real failur can be define, repair cost will be completely rentier charge. In case of failure on machine, rentier has to immediatly stopped machine use and about that inform UP RENT by e-mail.

Later machine cannot be use without inspection by UP RENT and further use has to be approved by UP RENT authority.

Also in rentier charge belong:

- Works on machine daily maintenance (for example oil change, water in cooling system, cleaning and filter change, check electrolyte thick, addition of distilled water in accumulator, etc.) with use of materials appoint by producer (check at UP RENT).
- Rubbers maintenance and their repair or change as needed.
- Failure repair resulting by disregard or inadequately machine use, machine preoccupied or because of failure when machine did not stop curentlly when failure occure, but machine continue to work.
- Works and repairs essential for failure remove as result of heighten machine scuffing.
- When during the rental period on machine arise failure by rentier action, so thereupon occurs temporary impossibility, fot that time and for repair time , rentier will be obliged pay amount of rent by arrangement to UP RENT.

8. PAYING- GUARANTEE- PAYMENT. DISCOUNTS- Paying the agreed rent according to agreed rate is basic renter obligation. In case of payment late, rentier is obligate to pay to renter full price of rent (if there was any discount) and penal interest. In case of rent of machine without operator during the contract assembly or during the machine transfer, UP RENT is authorised to ask for securtiy deposit wich will be affirm in proportion of machine value and rental period . That amount of deposit , in case of supplemental payment late or failure define during machine return , or in case of delay during machine return can be use for collection of receivables UP RENT. All amount or only a part can be retained for insurance related payments, regarding for repair payment and compensation other damage until the hers final calculation or until the court decision. In case that machine get back on time and without damage , and rent will be paid duly and on time, amount of deposit or payment guarantee will be refunded without obligation for UP RENT to pay interest.

UP RENT can suspend further machines delivery and take over machines wich customer currently rent if the customer has overstep the credit limit or is in debt or did not pay his obligations on time.

During the payment customer is obligated to note what he pay for UP RENT(means, qoute what does he pay for, bill number and similar).

UP RENT has right to charge guarantee if there is any.

UP RENT is able to break rental contract and all claim transfer as due and recall approved discount wich is agreed in contract and bills for rent if rentier not fulfilling agreed payment due (grace period) from past bills or obligations from the same rent claim and the difference agreed recalled discount invoiced without rentiers permission. Approval , that is discount amount will show only in written form to the rentier.

APPROVAL DISCOUNT IS AVAILABLE ONLY IF PAYMENT CONDITIONS IS RESPECTED. OTHERWISE UP RENT has right to charge rentier for full price retroactive.

THE PRICE IS DIFFERENT EVERY AGREED TIME INTERVAL (longer term lower price) SO RENTER HAS RIGHT TO CHARGE DAILY RENT PRICE IF IS RENTIER AGREED LONGER TERM THAN MACHINE REALLY WAS USE (for example if was agreed rent of 1 or more months and rentier decide to return the machine after couple of days it will be believed that rentier purposely get renter in delusion to get a lower price than the real one).

9. CANCEL OF THE CONTRACT. Rentier has a right to cancel signed contract by notifying UP RENT about that at least five workdays before terms and fulfilling contract start, by e-mail. In that case UP RENT has a right for cost compensation which it was exposed and 30% of agreed rent. UP RENT can cancel contract after signed the contract, if show that to rentier at least one day earlier, by e-mail.

10. RENTIER cannot cancel the fulfillment any of contractual obligation by UP RENT side if rentier did not fulfil all his contractual obligation especially if he did not pay a rent and other payments he had to pay.

11. CONTRACT TERMINATION. Rentiers default obligation from art. 3.,4.,5.,6.,7. and 8. get contract termination by rentier fault and damage, with right of UP RENT who immediately and without any limit take over rented machine (if it is possible). Rentier in any case will have to pay a rent , and all other contract amount, and refund to UP RENT all transport costs and others if any.

12. VALUE OF CONTRACTUAL APPOINTMENT. Contractual appointment are general condition of rent, parties are free to accept it and they undertake to respect it. Every exchange of rental contraction, especially general conditions, is valid only and only if is in written form and if is signed by parties.

13. DATA PRIVACY. Rentier undertakes to keep in perfect secrecy and discretion all datas and informations received by UP RENT.

14. OTHER APPOINTMENTS AND OBLIGATIONS:

RENTER OBLIGATIONS

14.1. To give in rent agreed machine;

14.2. Rental and machine work period:

- To do intervention on building site in period of 24 hours till written failure reporting.
- To provide technical support
- If machine cannot be fixed , deliver same or similar machine to client in reasonable time. (in that case, transport is by UP RENT side)
- To provide attests and instruction about machine use

- To deliver machine in technical correct state with all followed documentations: instructions, insurance, machines attests.

14.3. MACHINE TAKE OVER + TRANSPORT

- Renter is liable to provide machine take over on building site , as well as inspection how transporter has correctly signed delivery log.
- Machine take over by workhouse if renter alone organize return of machine in UP RENT center.

15. RENTIER OBLIGATIONS

15.1. Renting the machine and transport organization upon special request.

- Machine has to be take over in the morning by transporter or by client till 12 at noon (this day is charged). Machines have to be check out on penultimate day of rent till 4 pm (if last workday is Friday machine has to be check out on thurstday till 4 pm). Otherwise next workday will be charged until the cancel day.
- Machine is rent for period of 8 workhours during 24 hours.
- If machine works 2 shifts i.e. 16 hours during 24 hours then rent increase 50%.
- If machine works 3 shifts i.e. 24 hours without stop thend third shift increas extra 30%.
- If is define machine worked more than expected (that will be define by mechanic who control handover record in services program) than throught report (create by administration) informs client on handover record base of workhours before and after a rent achieve notice client and difference invoice.
- Machine rent starts when machine go out of UP RENT stock and it is over when machine return in UP RENT.
- Transport organization and cost of transport go at the expense of customer.
- UP RENT is not obligate for delivery or return of machine to stock.
- Accounting period is from the moment of going out to the moment of machine return back.
- Machine cannot be delivered without signed rental contract and handover record.

15. 2. MACHINE IN RENT

- Any defect has to be check only by written form to : servis@uprent.hr.

- If client don't use machine early has to send letter to: najam@uprent.hr . In any case only 50% less of agreed price approve if there is weather troubles, only wind and extremely low temperatures AND THROUGH ONLY 4 WORKDAYS IN MONTH. DELAY ON BUILDING SITE IS ABSOLUTELY NOT RECOGNIZED.
- Rentier can make service reservation by e-mail: najam@uprent.hr during the holiday, Saturday, Sunday or night by extra payment of 850 kn per day. The price of the service for the above day is 6 kn per kilometer for the service vehicle, 360 kn per hour during official workday, and 470 kn per hour outside official time.
- MACHINE INSURANCE : Insurance has be expressed and calculated and list in contract. Machine insurance covers the damage caused by THEFT, FIRE, FLOOD CIVIL LIABILITY, MACHINE DAMAGE CAUSED BY THIRD PARTIES (WHILE IT WAS ON THE PARKING OR IN REST PHASE). In any case police record is needed on wich base one of the following damages can be activated. PAID INSURANCE DON'T INSURE HUMAN INATTENTION, such as improper handling, damage by client, eletric shock, etc. If rentier don't want to pay contract insurance takes all the risk on itself.

15.3. MACHINE TAKE OVER + TRANSPORT

- After contract expiration contract is automatically extend till the moment od machine return to UP RENT.
- The machine returns till 10 am and that day is not charged if item 15.1. is complied with. If machine returns after 10 am than that day charges as full day.
- Transport must be paid in advance, unless it is company with wich we agreed different conditions.
- Prepare machine for loading on building site (for example diesel machine will not run out of fuel, if machines stay at floor to take down, and transporter don't waste time for loading).
- Waiting for driver or truck will be charge in proportion of 350 kn per hour for labudica and 250 kn per hour for driver.
- Car baskets and diesel machines deliver with full tank and in that way have to be return.

- Rentier is obligate to be present personally in the moment of machine takeover and damage inspection done when the machine return in UP RENT, and if is not there rentier takes all risk.
- If rentier is not present in the moment of machine take over , damage investigation will be sent without his permission and he must accept damage like that.
- Organization of transport is rentiers duty if in not differently agreed.

16. COMMUNICATION CHANNELS AND PROBLEM SOLVING OR RECLAMATION

The customer reclamation can be refer by next ways:

- By phone: 01/24 55 000
- By e-mail to: servis@uprent.hr – for service of rental machine and other requests to najam@uprent.hr .

Customer reports reclamation, only in written form (e-mail).

17. JURISDICTION OF THE COURT. Contractual parties conclude a contract in good faith and will insist to resolve possible conflict by agreement, and if they don't succeed they agree jurisdiction of Trgovački sud u Zagrebu. If there is a sale of claim authorised court will be authorised court of new claim owner.

For UP RENT d.o.o.

CONFIDENTIAL

For rentier
