

Agreement

on leasing of lifting facility (work platforms, manipulator, etc.)

1. Contracting Parties

1.1 SICO RENT s.r.o. Vinořská 96, 250 73 Jenštejn CRN: 28957857 VAT-Id no.: CZ28957857 Entered in the Commercial Register kept with Municipal Court in Prague, Section C, Insert 155815 Represented by Mr. Viktor Bělov - Company Executive (hereinafter referred to as the "Lessor")	And	1.2 (hereinafter referred to as the "Lessee")
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hereby conclude this Agreement

2. Subject of the Lease

The subject of the lease is the lifting facility, type:, ser. no.:
(hereinafter referred to as the Machine")

The Machine is delivered to the Lessee without an operator and the Machine is being leased upon this contractual relationship and transported to the Lessee for payment in order to carry out respective works and services under conditions agreed in this Agreement.

3. Term and Place of the Lease

3.1 This Agreement is concluded for indefinite period of time from to
 (with possible extension - by means of an order of the Lessee confirmed by the Lessor)

3.2 The Lessor undertakes to provide the Machine to the Lessee or to a person appointed by the Lessee in

4. Price of the Lease, Order, Payment Terms

4.1 The price of the lease is agreed to be the amount of:,- CZK/day – without operator (+ 21 % VAT).

4.2 Transport makes up:,- CZK/km (+ 21 % VAT).

Transportation fee: - (return trip is charged), Carrier..... License Plate

Return transportation fee: - (return trip is charged), Carrier..... License Plate

We charge handling charge in addition to the price of the transportation for DENKA – LIFT DL 22 N work platform, all types of work articulated or jointed-telescopic platforms and for manipulators:

transportation fee / return fee /,- CZK (+ 21 % VAT).

4.3 The price for the lease of the Machine and for the transportation is set in accordance with presumed duration of the lease mentioned in the Order and the Price List of the Lessor effective on the date of beginning of the lease (or it is mentioned in the Order of the Lessee, confirmed by the Lessor). In case of shortening of the term of the lease during the order (not caused by the Lessee) the unit price for the lease may be adjusted with regard to the real term of the lease in the final billing (in accordance with price list effective at the beginning of the lease). The transportation costs shall be charged in accordance with real number of kilometres including the lay on fee to the place of business of the Lessor unless agreed otherwise (in the Order confirmed by the Lessee).

4.4 The order must be delivered to the Lessor in writing at least 1 business day in advance of the required date of lease, or in advance of the date of real commencement of the lease. Order sent by fax, in electronic form (e-mail) or through postal services provider is understood a written form.

4.5 If the order is not delivered to the Lessor pursuant to the paragraph 4.4 hereof in time and yet the Machine is leased to the Lessee upon the Handover record and this Leasing Agreement, the Lessor is entitled to charge the lease and transportation fee according to his basic rates for the lease and transport of the Machine (i.e. without discounts) mentioned in his price list effective at the beginning of the lease. Unless the price list is not an appendix to this Agreement, the Lessee may request for it in writing (or by e-mail) if it had not been sent to him. The price list may also be collected at any branch office of the Lessor.

The Lessee confirms with his signature to have read also the other provisions of this Agreement listed in page 2 and 3 hereof and that he agrees with this Agreement in its full extent. Further he confirms to have taken over the *General Terms of the lease, Basic Rules of Use and Operation and Forbidden Manipulation with the Lifting Facility (work platform, manipulator, etc.)* has read these, agrees with them and shall observe them.

....., this day , this day

Viktor Bělov
Company Executive

SICO RENT, s. r. o.
The Lessor

Name

Identity card no. (PIN):

signature (stamp)
 The Lessee

4.6 The invoice (tax document) shall be issued in total each week and by the end of each calendar month with maturity of **14** days or with maturity of days, unless agreed otherwise in the concluded General Agreement. The advance payments paid shall be accounted in the last invoice for the lease of the Machine. In case of payments from abroad or in case of transfer from a different currency, the bank fees related to such a transaction are borne by the Lessee. In case the Lessee does not confirm the Record of Return of the Machine to the Lessor for any reasons, the filled Handover Record confirmed by only an authorized representative of the Lessor is understood the confirmation of return handover of the Machine and its condition at the moment of return.

4.7 The price of a one-day lease of the Machine means one shift of maximum 12 hours/day. In case of operation of the Machine of more than 12 hours in one calendar day, the Lessor is entitled to charge double rate of duly agreed daily lease rate for such a day.

4.8 In case of delay in transportation provided by the Lessor caused by the Lessee of more than half an hour, e.g. late arrival of the Lessee to the place of handover or failing to prepare the unloading or loading of the Machine, the Lessor is entitled to charge an amount of 500,- CZK (VAT excluded) for each started hour of the delay.

5. Terms of the Lease

5.1 The Lessor is obliged to handover the Machine to the Lessee in proper technical condition, in the agreed term and place.

5.2 The Lessor and the Lessee (or persons authorized by them) shall confirm the exact specification of the Machine and the handed over control device, its technical condition and equipment, date, time and place of takeover or return in the Handover Record the copy of which receives the Lessee along with the **General Terms of the lease, Basic Rules of Use and Operation and Forbidden Manipulation with the Lifting Facility (work platform, manipulator, etc.)**. The Lessee (or the person authorized by the Lessee to takeover or return the Machine and signature of Handover records and the Leasing Agreement) is obliged to prove the identity with an identity card, passport or other document recognized by the Lessor as a trustworthy one and to fill in the required data in the handover documents of the Lessor (name, identity card or passport number or personal identification number or date of birth and signature).

Both parties are obliged to ensure the persons, who hand over or take over the Machine at delivery, are authorized to such an act. The breach of this stipulation by one of the parties cannot be imputed to the other party. The lease of the Machine is commenced or terminated at the moment of signature of the Handover record.

5.3 The Lease commences with handover of the Machine and signature of the Handover record and the Lessee recognizes proper technical condition of the subject of the Lease at the same time. Full responsibility for possible perils related to the operation of the Machine and all risks of rise of damage of the Machine passes hereby to the Lessee.

5.4 The Lessor or the person authorized by the Lessor shall make the workers of the Lessee, who shall operate the Machine, familiar with the operation of the Machine and enters their names into the **List of persons familiarized with operation of the Lifting Facility** that is the integral part of the Leasing Agreement.

5.5 The Lessee is not entitled to rent the Machine to any third party. Further rent is possible only with prior written consent of the Lessor.

5.6 The Lessee is obliged to return the Machine to the Lessor on the agreed date and agreed place on the last date of the term of the lease that is mentioned in the Order of the Lessee. Should the Lessee requires the lease of the Machine for a shorter or longer term than according to the Order, the Lessee is obliged to notify the Lessor at least 2 days in advance in a provable form (written, fax, e-mail). If the Lessee does not notify such a change to the term of the lease in a provable form (written form, fax, e-mail) and if the Lessee does not return the Machine on the date of the termination of the lease, such a behaviour is understood an unauthorized use of the Machine. The Lessor is entitled to indemnification for the period of the unauthorized use of the Machine in an amount of the agreed rate for the daily lease related to the term of lease for each day of delay of the return of the Machine to the Lessor and the contractual fine in an amount of 100 per cent of such overall compensation. This is not effective in case the return of the Machine is impossible or delayed on the part of the Lessor (e.g. problems with transportation of the machine, etc.).

5.7 In case of collection of the Machine in the absence of the Lessee or in case when it is impossible to find the volume of possible damage for heavy pollution or if the defect is not obvious at first sight, the Lessor reserves the right to claim the coverage of repair costs of possible damage to the Machine that shall be found by 3 business days after the return of the Machine to the place of business of the Lessor or that shall be found within the period of time relevant to the capacity of the service, that checks the Machine after the termination of the lease or before the following lease or within the term of delivery of a professional advice of the Machine or its parts damage.

5.8 Should the Lessee requires to terminate the lease in a different term than what is mentioned in the Order and if the Lessee does not notify this fact at least 2 days in advance, the Lessee is obliged to provide for duly handover of the Machine to the Lessor by authorized person on the date (date and hour) set by the Lessor within 24 hours after the notification of the required termination of the lease that shall be notified to the Lessee in a provable form (in writing, fax, e-mail), unless agreed otherwise. In case of failure to this obligation the Lessee assumes all risks related to his own act (especially the risk of misuse, damage or lost or theft of the Machine and its equipment including the control panel and documents handed over together with the Machine).

5.9 The Lessee is obliged to return each Machine together with the control unit (control device, control panel, etc.) that had been taken over together with the Machine upon the Handover record the copy of which the Lessee received at the handover of the Machine. The control devices are exactly identified with number imprinted or written in an indelible paint. In case the specific control device is not returned with the respective machine, the Lessee shall be charged the purchase of a new control device in full amount or a minor repair of a different control device returned together with the Machine.

6. Terms of Use

6.1 The Lessee is obliged to ensure the Machine is being used in accordance with the operational manual and effective CSN EN 280 standard in case the Machine is leased without operator. The Lessee undertakes to provide the operation of the machines with skilled workers who keep written permission (work platform operation licence), observe safety instructions set for the operation and who are trained in work with the machine.

6.2 The Lessee may use the Machine only in the common manner and exclusively for the purposes (i.e. lifting persons but only within permitted basket load) and in place which it is intended for with its nature. The Lessee is obliged to use the Machine with professional care. The Lessee is not allowed to overload the Machine over its permitted technical parameters and to make any outer or inner adjustments and changes of its appearance. In case of non-observance of these prohibitions the Lessee pays the repair costs of the Machine and its putting into the original state. It is forbidden to use the Machine for lifting loads, dragging, etc. (applies only to work platforms).

6.3 The Lessee is obliged to conform to instructions mentioned on the machine and in operation manual – **the Lessee is especially obligated to:**

a) Recharge electric-powered machine every day at least 1 complete shift (i.e. 12 hours/day) and check or refill distilled water in accumulators. In case of repeated non-compliance of the recharging routine of the Machine or in case of degradation of the accumulators (decrease of its capacity under its operational level caused by insufficient recharging) that can be proved by the Lessor by MINIDAT statement of the Machine system or by accumulators capacity test) the Lessor is entitled to charge the damage to the Lessee in full amount (i.e. charged service journey, purchase of new accumulators or testing of accumulators capacity after the return of the Machine or its replacement, etc.).

b) Check or refill distilled water in start-up accumulator and regularly (every day before the beginning of work) check and refill the diesel oil in case of diesel powered Machine. It is forbidden to use FAME (fatty acid methyl ester). Diesel powered machines may be started maximum 10 – 40 times a day (maximum 3 – 6 times an hour), depending on daily number of operated hours and time of engine operation. In case of non-compliance with this instruction or in case of degradation of the start-up accumulator (or starter) the Lessor is entitled to charge all costs related to the repair to the Lessee (i.e. charged service journey, purchase of new starter or new start-up accumulator, etc.).

Allowed optimum ratio of daily engine operation and number of starts:

Daily engine operation, approx. 10 – 60 minutes

maximum allowed starts/day: 1 – 10

Daily engine operation, approx. 61 – 150 minutes

maximum allowed starts/day: 11 – 20

Daily engine operation, approx. 151 – 250 minutes

maximum allowed starts/day: 21 – 30

Daily engine operation, approx. 251 – 350 minutes or more

maximum allowed starts/day: 31 – 40

c) Check and monitor possible leakage of operation fillings (especially as for the hydraulic oil) every day and during the day and at the same time to check tightening of bolts and travelling wheels every day as well as functionality of all safety elements. In case of leakage of hydraulic oil, stop the Machine operation immediately, do not manipulate with the Machine, do not transport it and try to stop the spread of the oil by any means available and call immediately to the control centre of the Lessor for other instructions. The Lessee is obliged to record information on operation, checks and maintenance in the Lifting facility diary.

6.4 The Lessee is obliged to provide for special permissions as well as permissions to street closure and occupation of public grounds that are necessary for the Machine use on his own expenses. The Lessee undertakes to compensate any expenses that have risen to the Lessor as a result of failing to this obligation in full amount.

6.5 The Lessee is obliged to keep the Machine in a serviceable condition and preserve it from pollution, damage, undue wear and lost, theft, damage, etc. The Lessee is fully responsible for lost of the Machine (even for its parts) and its damages or destruction. The Lessee is obliged to notify possible lost, damage, theft or destruction of the Machine to the Lessor and to the Police of the Czech Republic and at the same time the Lessee undertakes to compensate the loss in an amount of purchase costs of a new subject of the lease (current price of a new machine).

6.6 In case of rough work the Lessee is obliged to cover the Machine sufficiently and provide it protection from damage. This applies especially to painting, welding and cleaning. It is forbidden to carry out any abrasive technologies, e.g. concrete jetting, water jetting, grit blasting, spray painting, water-based saw material cutting, cleaning with acids, etc. It is forbidden to use the Machine as a - or + pole when welding.

The Lessee is obliged to return the Machine to the Lessor complete, clean and in proper technical condition taking into account common wear and tear. In case of failing to fulfil this obligation all costs related to putting the Machine into its original condition shall be invoiced to the Lessee - this provision applies also to the case of a complete damage.

6.7 The Lessee is responsible for the condition and suitability of the ground, its bearing capacity and use of the Machine in accordance with the technical parameters mentioned at the rating plate of the Machine and with the attached operational instructions. Any damage resulting from the placement of the Machine in unsuitable ground shall be charged to the Lessee regardless he had known about such unsuitability or not.

6.8 In case of a breakdown it is necessary to immediately notify the Lessor and the Machine must be immediately put out of operation. The Lessee must not, without prior written consent of the Lessor, carry out any reparations or adjustments of the Machine.

6.9 In case the Lessee provides the transportation of the machine himself or by other carrier:

a) The Lessee is fully responsible for the Machine also during the transportation from the moment of filling and signing the Handover record by the representative of the Lessor and by the Lessee or by the driver appointed by the transportation. The lease of the Machine is commenced at the moment of signature of the Handover record. This Handover record is understood a handover record between the Lessor and the Lessee during all the term of the lease. The Lessee shall be familiarized with operation of the machine according to respective regulations together with the handover of the machine that shall be confirmed with the signature of the person authorized to the transportation by the Lessor.

b) Handover record filled in and signed by the representative of the Lessor and by the Lessee or by the driver authorized to transport the returned machine becomes a Handover record between the Lessor and the Lessee. The lease of the Machine is terminated on the moment of signature of this Handover record at its return.

c) In both cases of the handover the Lessor or the Lessee, or the driver responsible for the transportation, may take photo documentation of the Machine. Company providing the transportation of the Machine or the name of the driver and the license plate of the vehicle providing the transportation must be listed in the Order of the Lessee or it must be announced to the Lessor in writing (e-mail, fax). In case of a road accident during the transportation, the Lessee is obliged to inform the Police and the Lessor. In case of non-compliance with any regulations at the part of the Lessee and persons he had authorized, the Lessee is responsible for possible regressive entitlements of third parties and assumes full responsibility for their adjusting.

6.10 All damages caused by the Machine as well as damages to the Machine caused by unsuitable, unskilled or irresponsible handling of the operator or other persons, including an accident, shall be charged to the Lessee. The Lessee bears full responsibility for damages, losses or destruction of any property of a third party that might have risen as a result of the operation of the Machine as well as for an injury or death of any person should that had occurred in relation to the use or operation of the Machine.

6.11 The Lessee pays fuel, working liquids and costs related to common maintenance during the term of the lease. This does not apply in case of lease of a manipulator together with operator provided by the Lessor.

6.12 In case of lease of a vehicle without the operator, the road tax is paid by the Lessor during the term of the lease.

7. Warranty, Security, Responsibility and Insurance

7.1 The Lessor is not responsible for any damage, loss or destruction of the Machine handed over to the Lessee. The Lessor is also not responsible for any consequences or indirect losses and damages, including loss of profits, even if these resulted in relation to the lease and use of the Machine. The Lessor is not responsible for reaching the performance parameters of the Machine, possible hidden defects of material or for craftsmanship of the Machine.

7.2 In case of accidents and other damages the Lessee is responsible for all the caused damages and undertakes to cover them in full amount to the Lessor. If there is a need to carry out a service intervention in the place of use of the Machine and the damage or fault was caused by handling of the Lessee or a third party (this shall be judged by a service engineer on the spot), the Lessee covers all expenses related to the service intervention, i.e. transportation (there and back) time of the service engineer spent on the journey, work of the service engineer on the spot and used material). This downtime does not relieve the Lessee from his obligation to duly pay the rental. The Lessor undertakes to provide the departure of the service vehicle within 24 hours after the notification of the fault or damage. If the Lessor does not fulfil this obligation, the Lessee is relieved from his obligation to pay the rental after the vain lapse of this period until the time of the real arrival of the service engineer. If the accident was caused exclusively, mostly or partly by third parties, the Lessee is obliged to pay the damage to the Lessor in full extent and at the same time the Lessor transfers his entitlements to coverage of the damage against the third party to the Lessee.

7.3 Should there be any damages of the leased machines caused by the Lessee (or caused by third parties) during the lease, the Lessee is obliged to pay to the Lessor not only the damage of the machines and all costs connected with such a rectification but also profit lost during the period of elimination of defects (i.e. during the period of reparation of the damaged machine or putting the machine into its initial condition, hereinafter referred to as „Forced unavailability time“). Average daily rent of the Machine, which is in Forced unavailability time multiplied by the number of days of the Forced unavailability, is understood the profit lost.

7.4 In case of repeated failing to comply with obligations of the Lessee according to the paragraph 6.3, letter a) and b) and if the Lessee is notified in writing (by e-mail) at least three times and yet he does not ensure any rectification, the Lessor is then entitled to:

- in case of non-compliance to his obligations according to the paragraph 6.3, letter a), to charge the lessee 50 per cent purchase costs of new accumulators
- in case of non-compliance to his obligations according to the paragraph 6.3, letter b), to charge the lessee 50 per cent of purchase costs of a new start-up accumulator and starter

8. Sanction Stipulation

The Lessor and the Lessee have agreed on the following conditions for a case of delay of the Lessee with payment of the rental (or its part) according to the paragraph 4.2 hereof or other amounts charged by the Lessor (e.g. for reparations and other obligations of the Lessee resulting from this agreement):

- the Lessee is obliged to pay moratory interest to the Lessor in an amount of 0.05 per cent of the due amount for each day of the delay of the due amount
- if the delay period exceeds 30 days, the interest increases to 0.5 per cent on the next day after the vain lapse of this 30 day period

9. Other Provisions

9.1 If employees of two or more employers work in the workplace, the employers are obliged to inform each other about risks and to collaborate when providing safety and security of health at work in accordance with provisions of respective regulations.

9.2 In case the Lessee violates any of the provisions of this agreement, the Lessor is entitled to block the Machines immediately or to withdraw from the agreement and withdraw the Machines from the Lessee (the transportation is paid by the Lessee).

9.3 In case the property relations of the Lessee change (e.g. statement of arbitration or bankruptcy proceedings, etc.), the Lessor is entitled to withdraw from the agreement ex parte with immediate effect and to block the machines or withdraw them (the transportation is paid by the Lessee) without any compensation, even a financial one.

9.4 Any losses of the Lessee pursuant to the provisions of this Agreement do not affect the obligation of the Lessee to pay the rental.

9.5 For the case of any lawsuits risen among the Contracting parties as a result of legal relations constituted by this agreement or in relation to hereof in accordance with provision of paragraph 89a of Civil Procedure Code as amended, the Contracting parties have agreed on local competence of ordinary court of the Lessor, i.e. the court locally competent according to the place of business of the Lessor.

9.6 In case of any dispute the Contracting parties undertake to make their best reasonable effort to settle the dispute with agreement in accordance with all provisions of this agreement, good manners and proper rules of business collaboration.

9.7 This agreement becomes effective as of the date of signature of the both Contracting parties.

9.8 „Handover record of the Machine“ and „List of persons familiarized with operation of the Lifting Facility“ are parts of the Agreement.

9.9 The Lessee acknowledges that the up-to-date wording of the Leasing Agreement and „General Terms of the Lease“ are published in a PDF format at the web of the Lessor at www.sico.cz, where he can read them.

LIST OF PERSONS FAMILIARIZED WITH OPERATION OF THE LIFTING FACILITY

(work platforms, manipulators, etc.)

The workers listed below have been

- informed about technical data and qualities of the lifting facility within the scope of the operation manual
- provided with information about important dangers in accordance with CSN EN 280
- given practical experience with operation of the lifting device, its safety elements and its emergency operation

The undersigned person undertakes to observe all provisions in accordance with the operational manual.

Name and surname	Date of birth	Signature

The persons listed do confirm with their signatures to have been familiarized with operation of the lifting device in the extent specified above and have understood the explanation. This familiarization is not an examination of the lifting device operator.

Trainer: Name and surname:

 Place:

 Date: Signature:

The familiarization has been provided for a company - the Lessee (sub-lessee):

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The responsible representative of the Lessee (sub-lessee) confirms with his signature the information listed above is true:

Name and surname: Signature and stamp:



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The company is registered in the business register at the Municipal Court in Prague, section C, insert 155815