



GENERAL TERMS AND CONDITIONS OF RENTAL – POWER RENT

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ARTICLE 1 – GENERAL

1.1. General Rental Conditions

These general rental terms and conditions (hereinafter the "General Rental Conditions"), supplemented by the specific conditions set out in the Rental Offer as a contract (together the "Contract") govern the contractual relations between the Lessor and the Lessee (hereinafter the "Parties").

The provisions of the General Rental Conditions, supplemented by the special conditions and, where applicable, a statement of the end of the rental, express the will of the Parties and cancel any proposal, exchange of letters prior to its signature, as well as any other provision contained in the documents exchanged between the Parties and relating to the subject of the Contract.

The application of any general terms and conditions of purchase or other types of general terms and conditions is expressly excluded, even in the absence of any provision to that effect in the Contract.

In the contractual documents, "Equipment" means the rented machine but also any of its equipment and accessories (hereinafter, the "Equipment").

1.2. Special conditions

The special conditions set out in the Rental Offer as a contract specify in particular, and without this list being exhaustive:

- a description of the Equipment, its identification and its value to be insured,
- the delivery address and the start date of the rental,
- the pricing and payment conditions,
- the expected duration of the rental,
- the conditions of provision and transport,
- the conditions of insurance of the Equipment.

1.3. Orders

Any order implies the unreserved acceptance of the General Rental Conditions and the specific conditions contained in the Rental Offer as a contract.

1.4. Signing of the Contract

The Lessee must sign the Agreement prior to the Equipment being made available. If this is not possible, and provided the Lessor expressly agrees, the Lessee agrees to sign the Contract electronically or to return the signed Contract to the Lessor via email by noon (12:00 p.m.) on the day of delivery, followed by the original within 48 business hours.

ARTICLE 2 – DURATION

2.1. Effective Date

The Contract comes into force from the day of its signature by the Parties, or on the date of the Rental Party's acceptance of the Equipment (collection or delivery).

2.2. Duration of the rental

The rental begins on the date and time of delivery. It ends on the day of the return of the Equipment (regardless of the method of return).

2.3. End date of the Agreement

The Contract ends on the day on which all the Equipment is returned to the Lessor under the conditions defined in Article 14.

The price established in the Rental Offer as a contract is given in consideration of the estimated duration and may be subject to revision. No reduction or discount will be granted in the event of early return of the Equipment unless previously agreed in writing and expressly by the Rental Agent. The rent corresponding to each unit of time started is due in full. The Lessee acknowledges that he or she is fully informed of his or her obligation to pay all the rent remaining due until the end of the rental initially planned.

Failure by the Lessee to comply with the rental period mentioned in the special conditions will result in the application of the provisions of Article 14.5.

Bad weather does not entitle the holder to any suspension of the rental period, reduction or postponement of the rental amounts due, except in cases of force majeure as defined in Article 20.

ARTICLE 3 – PROVISION



3.1. Date of availability

The date of availability is the date on which the Lessor makes the Equipment available to the Lessee. It corresponds to the date and time of collection by the Lessee or the date and time of delivery to the site by the Lessee, including in the absence of the Lessee. It is indicated on the delivery note which must be signed at the time of delivery or in the absence of the Lessee at the time of delivery, on the carrier's transport note which, by mutual agreement between the parties, will be authentic. The Lessor shall consider as duly authorised the person who takes charge of the Equipment at the agency or on the site on behalf of the Lessee.

Taking possession of the Equipment transfers legal custody to the Lessee, who assumes full responsibility for it within the meaning of Articles 1240 to 1242 of the Civil Code.

3.2. Installation of the Hardware

The installation of the Equipment may be done by the Lessor by mutual agreement between the Parties. In the event of an installation carried out by the Lessee, the latter will be responsible for the proper installation of the Equipment and its accessories as well as any damage resulting from this installation.

3.3. The Hardware

The Equipment, its accessories, and everything that allows for normal use, i.e. use as recommended by the equipment manufacturer, are made available to the person renting the equipment (the lessee) in good working order. The operating and maintenance manual and a copy of the CE certificate of conformity can be found with the Equipment. The sticker indicating the validity date of the VGP and/or VGPL is affixed to the tank.

The Lessee shall ensure that the required documents are provided with the Equipment and shall immediately report any missing documents to the Lessor.

The Lessee acknowledges that he has read all the necessary documents of the Lessor and in particular the definition and conditions of use of the Equipment that allowed him to choose, freely and in full knowledge, the Equipment he wishes to rent and that he has assessed under his sole responsibility all technical specifications, conventional guarantees of his order as well as the delivery and installation deadlines given for information purposes.

The Lessee authorizes the Lessor, if necessary, to replace the Equipment ordered and made available to the Lessee under the Agreement with equipment of at least equivalent technical specifications and performance. In such a case, the rental will proceed with this equipment under the same terms and conditions, and the Lessee agrees to sign any document necessary for such replacement, including, in particular, any document relating to its acceptance.

The Lessee cannot claim any discount or reduction of the rent, nor the termination or damages from the Lessor in the event of a lack of performance or technical inadequacy of the Equipment, as well as in the event of non-use of the Equipment, for any reason whatsoever.

3.4. Condition of the Equipment at the time of provision

Prior to the provision of the Equipment, an inventory of fixtures is carried out by the Lessor in order to establish the general condition of the equipment.

The equipment is delivered to the customer in apparent working order and in accordance with its intended purpose.

Upon receipt of the equipment, it is the responsibility of the Lessee to check its condition and to formulate, if necessary, any useful, detailed and detailed reservations.

In the absence of reservations expressly expressed at the time of acceptance, the equipment is deemed to have been accepted by the Lessee without reservation, no additional period being granted for the formulation of subsequent reservations.

ARTICLE 4 – SHIPMENT OF EQUIPMENT – TRANSPORT

Unless otherwise expressly agreed by the Lessor, transportation is always at the Lessee's expense and risk. In the event of delay, damage, or missing items upon arrival, the Lessee must, upon delivery, file all necessary claims with the Lessor via email immediately upon receipt, and with the carrier in accordance with the terms of the transportation contract.

The Lessee shall ensure that all risks, including both damage caused to the Equipment and damage caused by it, are covered by adequate insurance from the carrier and, failing that, shall take all necessary measures to insure the Equipment. Given the specific nature of the equipment, the Lessor may require prior approval of the choice of carrier. In any event, it is the Lessee's responsibility to ensure that the carrier possesses all the necessary guarantees, the required expertise, and the necessary authorizations to transport the Equipment, and to provide proof thereof to the Lessor.

The Lessee must also provide proof that payment has been made to the carrier. Failing this, the accounts between the Lessor and the Lessee will be adjusted accordingly.

At the Lessee's request, the Lessor may carry out or arrange for the transportation services. The services are billed in accordance with the terms set forth in the Rental Offer, which serves as the contract. Delivery times are provided for



informational purposes only and do not bind the Lessor. In the event that the Lessee or their representative is absent from the delivery location, and unless otherwise expressly agreed upon by the Parties, the Lessor shall return to the agency with the Equipment, it being understood that the costs incurred by this additional transport shall be borne by the Lessee.

ARTICLE 5 – INSTALLATION, ASSEMBLY, DISASSEMBLY

5.1. Installation, assembly and dismantling (when necessary) are carried out under the responsibility of the person who carries them out, or has them carried out.

Installation, assembly and dismantling are subject to the prior acceptance of the Lessor. The conditions of execution (deadlines, prices, etc.) are set out in the Rental Offer.

5.2. Installation, assembly and dismantling do not change the duration of the rental, which remains the one defined in the special conditions.

5.3. The Lessee must comply with all the safety rules in force relating to people and Equipment during installation, assembly and dismantling operations.

ARTICLE 6 – REGULATORY AUDITS

6.1. The Lessee must make the Equipment available to the Lessor or any designated person for the purposes of regulatory checks.

6.2. In the event that a regulatory audit reveals the unfitness of the Equipment, the latter has the same consequences as an immobilization referred to in Article 7.2.

6.3. The cost of regulatory inspections shall be borne by the Lessor. The resources required for the various tests, as well as the personnel authorized to operate the Equipment, shall in all cases be provided by the Lessee.

6.4. The time required to perform regulatory inspections is an integral part of the lease term.

6.5. In the event of a change in the regulations applicable to the Equipment taking effect after the effective date of the Contract, the Lessor may either renegotiate the rental amount prior to the initial term of the Contract or terminate the Contract without any compensation.

ARTICLE 7 – CONDITIONS OF USE OF THE EQUIPMENT

7.1. Duration of use

The duration of use of the Equipment will be specified in the Rental Offer, which shall serve as the contract. The Offer will specify the flat rate agreed upon by the Parties.

Any use of the Equipment beyond the duration specified in the Offer will be billed to the Lessee in accordance with the agreed terms.

In the event of an extension, particularly regarding hours, the Lessee agrees to notify the Lessor as soon as possible to allow the Lessor to adjust the service schedule accordingly.

If such information is not provided in a timely manner, the Lessor shall not be held liable for any consequences resulting from such overrun, including any delay in service or any damage that could have been avoided by a timely intervention, which would have been possible had the Lessor been informed of the extended duration of use of the Equipment.

The Lessor may verify compliance with the duration of use by any means at its discretion, including through an “hour meter” installed on the Equipment. Failure to comply with the duration of use will result in billing for additional hours.

7.2. Nature of use

7.2.1. Commitments of the Lessee

The Lessee agrees to review and comply with the specific terms of use for the Equipment, namely the rules of use and safety established by both applicable regulations and the manufacturer and/or the Lessor.

The Lessee is responsible for the use of the Equipment, particularly with regard to: compliance with rules governing public property, and consideration for the environment.

The Lessee must inform the Lessor, at the time of ordering, of any use of the Equipment at sites or in environments that may contain materials hazardous to the health of the Parties’ employees or that may pose a risk of damage to the Equipment (for example, an asbestos removal site, a polluted environment, etc.). Specific procedures may be implemented to prevent any type of risk that may arise at any stage of the relationship, from delivery of the Equipment through to its return at the end of the Contract (including cleaning of the Equipment, which may result in additional costs to be borne by the Lessee).

7.2.2. Terms of Use

The Equipment must be entrusted to and used by careful and duly qualified personnel with the required skills and authorizations. The Equipment must be kept in good working order and used in compliance with the rules of use and safety referred to in 7.2.1, as well as all regulatory instructions on the health and safety of people and property.

The Lessee may not:



- use the Equipment for any purpose other than that for which it is normally intended,
- violate the safety rules set by the regulations in force as well as by the manufacturer and/or the Lessor.

The Lessor declines all responsibility in the event of use of the Equipment in a manner that does not comply with the regulations in force, as well as the manufacturer's recommendations, in particular with regard to safety rules.

Any failure to comply with the safety rules relating to the use of the Equipment may result in its immediate immobilization in accordance with the protocol described in Article 10.3. It is expressly agreed between the parties that the rent will continue to run during the above-mentioned period of immobilization, regardless of its duration.

The Lessee declares that he has fully read the use and maintenance manual and the safety instructions related to the use of the Equipment. In general, the Lessee must comply with all administrative and tax obligations and comply in all circumstances with the laws and regulations relating to the possession and use of the Equipment.

7.2.3. Loan and sub-lease of the Equipment

The Lessee shall not sublet and/or lend the Equipment without the Lessor's prior written consent.

7.2.4. Non-compliant use

Any improper use of the Equipment entitles the Lessor to terminate the Agreement in accordance with the provisions of Section 13 and to demand the immediate return of the Equipment without prior notice.

The Lessee is liable for any damage resulting from the improper use of the Equipment, contrary to its normal intended use and the manufacturer's and/or Lessor's recommendations.

7.2.5. Fuel and AdBlue

The Equipment is provided to the Lessee with a full tank of fuel and, if applicable, AdBlue.

The Lessee agrees to return the Equipment with a full tank of fuel and AdBlue. Otherwise, the Lessee will be billed for the missing amounts based on the per-liter price of fuel and AdBlue specified in the contract.

The only fuel authorized for use in the Equipment is GNR (Non-Road Diesel). Any use of non-compliant fuel is strictly prohibited, and the Lessee shall be solely liable for all resulting consequences.

The Lessee agrees to ensure that sufficient levels of fuel and AdBlue are maintained throughout the entire period of use of the Equipment. It is expressly stated that the Lessee must not wait until the fuel or AdBlue is depleted before refueling.

Any malfunction, breakdown, or damage affecting, in particular, the fuel pump, the fuel system, or the AdBlue system, resulting from a lack of fuel or AdBlue, or from misuse, shall be deemed attributable to the Lessee, who shall bear full financial responsibility therefor.

7.3. Place of use

7.3.1. Area of Use – Ownership

The Equipment is exclusively used and stored in Metropolitan France and on the site indicated or in a limited geographical area designated in the Rental Offer as a contract.

Any use outside these premises without the prior written consent of the Lessor may justify the termination of the rental by the Lessor at the sole fault of the Lessee under the conditions of Article 13.3.

If the place where the Equipment is used and/or stored does not belong to the Lessor, the latter must notify the owner of the place that the Equipment belongs to the Lessor. The Lessee shall refrain from assigning, pledging or pledge, subletting, lending or disposing of the Equipment in any way whatsoever, without the prior written consent of the Lessor.

If a third party attempts to assert rights to the Equipment, in the form of a claim, opposition or seizure, the Lessee must inform the Lessor immediately.

Neither the property plates affixed to the Equipment, nor the inscriptions on it must be removed or altered by the Lessee.

The latter may not add any inscription or mark to the Equipment without the written permission of the Lessor.

In the event that the Equipment is sequestered or is the subject of an expert assessment by the Lessee, the rents will remain due by the Lessee until the complete return of the Equipment.

7.3.2. Access to the Site

Access to the site (hereinafter, the "Site") will be authorized to the Lessor or its employees, or to service providers mandated by the Lessor, during the term of the Contract. The latter must first present themselves to the Site manager with the necessary personal protective equipment and comply with the Site's rules, as well as the safety instructions.

The Site manager must send the risk analysis and the prevention plan to his or her usual contact at the Lessor and inform the Lessor of any safety instructions specific to the Site before any intervention.

In the event that special authorisations are required to access the Website, obtaining them, for the benefit of the Lessor or its employees, is the responsibility of the Lessee.



ARTICLE 8 – MAINTENANCE OF EQUIPMENT AND PERIODIC INSPECTION

8.1. Obligations of the Lessor

The Lessor undertakes during the term of the Contract to carry out all the technical interventions necessary to ensure that the Equipment is kept in good working order, these interventions taking place only on working days and only at the place where the Equipment is used.

Work performed by the Lessor will be carried out during periodic inspections of the Equipment or during localized repairs or troubleshooting.

The Lessor will incur the labour costs as well as the supplies necessary for its interventions, excluding the services and supplies at the expense of the Lessee.

During these overhauls, all the checking, restoration, preventive reconditioning and fine-tuning work will be carried out. The periods of availability of the Equipment during working hours will not lead to the suspension of the payment of rent for the corresponding periods of immobilization.

The Lessor remains the sole judge of the operations to be carried out, the means to be used as well as the place allowing the execution of the work in the best conditions of quality and deadline.

Maintenance at the expense of the Lessor excludes:

- Consumables:

Fluids related to leaks or accidental losses attributable to the Lessees due to breakage or misuse (oils, coolant, AD Blue); other than filters (air, oil, fuel, etc.).

- Wear parts
- Customer breakdown:

Bodywork, sheet metal...

- Daily maintenance:

Routine maintenance operations (blowing out air filters, levels, filtration control, etc.) as defined in the manufacturer's Use and Maintenance Guide.

Modifications, alterations, or adaptations to the Equipment required by regulations applicable to the Equipment that take effect after the effective date of this Rental Agreement; modifications, alterations, or adaptations to the Equipment requested by the Lessee; any work performed by the service provider due to corrosion of the Equipment, regardless of the cause (e.g., seawater), negligence, lack of supervision or maintenance, improper operation attributable to parties other than the Lessor, use and operation of the Equipment not in accordance with the intended use specified in the Special Conditions, the regulations applicable to the Equipment, the recommendations of the Operation and Maintenance Guide, and/or the specific instructions of the manufacturer and/or the Lessor, premature deterioration due to wear and tear, leaks, or localized noises not immediately reported by the Lessee to the Lessor, the use of parts not supplied by the Lessor, the intervention of another service provider without the Lessor's prior, express, and written consent, accidents, fires, negligence, malicious acts, vandalism, theft, and attempted theft.

The Lessor declines all responsibility in the event of incidents following interventions carried out by the Lessee without the written consent of the Lessor.

The Lessee authorizes the Lessor to involve any subcontractor of its choice to carry out upkeep and maintenance operations.

8.2. Obligations of the Lessee

The Lessee agrees to use the Materials in a reasonable manner.

The Lessee regularly carries out, if necessary on a daily basis, under his or her own responsibility, all routine maintenance, cleaning, verification and top-up operations at all levels (fuel, oils, coolant, etc.), filtration control (blowing of air filters, fuel decanter, etc.) using the products and methods recommended by the Lessee and/or the manufacturer. The Lessee undertakes to ensure the treatment of the waste related to the replacement. Any other intervention is prohibited.

The Lessee undertakes to activate the circuit breaker each time the Equipment is not used.

In the event of a malfunction or breakdown of the Equipment or, if a defect or disaster of any kind is revealed during use, the Lessee is required to immediately cease the use of the said Equipment and to notify the Lessor as soon as possible by email. If it appears that these obligations have not been complied with by the Lessee, the Lessor may charge the Lessee for the necessary repairs.

The Lessee is responsible for the following at his own expense:

1°) Daily and weekly control operations.

2°) The supply of fuels and fuel additives in all cases and the supply of the ingredients (oil, coolant,...) necessary for the control operations mentioned above, of a quality that complies with the standards specified by the manufacturer in the equipment operation and maintenance guide.

3°) The organization of the collection and treatment of waste from the Equipment and bears the cost thereof



4°) The cost of any intervention or repair made necessary in particular by:

- failure to carry out the routine checks provided for in 1°) above, operation of the machine not in accordance with safety rules, accidents such as bumping, overturning, fire, sabotage, damages, bad weather,
- the impossibility for the Lessor to maintain the Equipment following strikes,
- the incorporation of parts not supplied by the Lessor,
- any mechanical intervention carried out by anyone other than the Lessor without its written consent,
- premature deterioration due to wear and tear, leaks or localised noise not reported to the Lessor in time.

To enable the person in charge of the operations for which the Lessor is responsible to carry them out in the best conditions, the Lessee undertakes to:

- communicate to the Lessor any information relating to the prevention of risks on the site,
- contact the Lessor before each periodic maintenance inspection deadline, as defined in the equipment operation and maintenance manual, and before each periodic general inspection required by the regulations in force,
- take the necessary steps to ensure that the responder does not work in isolation at a point where he or she could not be quickly rescued in the event of an accident,
- immobilize the Equipment for the time necessary during normal working hours and allow access to it without delay,
- Clean the Equipment.

The Lessee undertakes to immediately notify the Lessor:

- as soon as it becomes aware of an anomaly in the operation of the Equipment or in the registration of the meter units by the meter,
- in the event of leaks, wear and tear or abnormal noises that may cause deterioration,
- as soon as there is a change in the terms of use provided for in the Agreement,

The Lessee undertakes not to undertake any work outside the cases described in the previous paragraphs without the written agreement of the Lessor, in particular, he shall refrain from:

- Any installation of parts or accessories not supplied by the Lessor,
- Any modification of the Equipment, parts or accessories without the prior consent of the Rental Contractor

ARTICLE 9 – RENT AND INVOICING

9.1. Rent

The rent is included in the Rental Offer as a contract and is set on the basis of the time unit to be remembered for each rental.

Any unit of time started is due within the minimum limit of two days.

Overtime will be due in accordance with the provisions of Article 7.1.

The Lessor will pass on to the Lessee any new tax or contribution that may be charged to the Lessee as a result of the use of the Equipment.

9.2. Rental rate

In the case of a rental of less than 12 months:

The Lessor reserves the right to modify the rates in January. In the event of disagreement on the revision of the tariffs and if the Parties have not succeeded in negotiating new tariffs, the contract may be terminated by either party.

In the case of a rental of more than 12 months:

The rental rate may be adjusted annually on January 1 in accordance with the adjustment formula described below and will apply to existing leases.

Price Adjustment Formula

$$P = P_0 [X + Y [I_{CHTrev-TS} / I_{CHTrev-TS_0}] + Z [MIG EBIQ / MIG EBIQ_0]]$$

Where:

P = Total rent

$I_{CHTrev-TS}$ = Revised hourly labor cost index for all employees in the mechanical and electrical industries.

$MIG EBIQ$ = Energy, Intermediate Goods, and Capital Goods Index.

Value of constant $X = 0.80$



Value of constant Y = 0.10

Value of constant Z = 0.10

The base indices (at the time of contract signing) are those published as of the date and are indicated on the formulas by the lowercase letter "o".

All indices are published online by INSEE.

9.3. Maintenance rates

A contribution for maintenance costs may be requested to the Customer. This will be mentioned in the rental agreement.

9.4. Additional costs

The Lessor reserves the right to apply an environmental contribution to the rental amount intended in particular to cover the costs of waste treatment. The applicable rate will be indicated on the quote or on the corresponding invoice. This participation will apply both to the hourly rate agreed between the Parties and to any excess of said package.

ARTICLE 10 – PAYMENT

10.1. Due Date of Rent

The terms for payment of rent are set forth in the Rental Offer, which serves as the contract. In the absence of such terms, payment shall be made in full and without discount.

Failure to pay a single installment shall result, upon the expiration of an eight-day period following the sending of a registered letter with return receipt serving as a formal notice of default, which has remained unanswered, the immediate payment of all amounts owed by the Lessee to the Lessor shall become due, and all special terms granted shall be automatically nullified, even if the business continues.

The Lessee shall also be liable for the indemnity provided for in Article 14.4 of this Agreement. The Lessee shall also return the Equipment.

10.2. Late payment penalties

Any invoice not paid on its due date will result in late payment penalties, the rate of which is set in the special conditions and, failing that, equal to three times the legal interest rate.

A lump sum compensation of 40 euros for any invoice not paid on time is automatically added to the penalties for late payment. When the recovery costs incurred are higher than the amount of this lump-sum compensation, the creditor is entitled to request additional compensation, upon justification.

10.3. Remote Shutdown System

The Lessor reserves the right—which the Lessee hereby agrees to—in the event of a single missed payment, following a formal notice that has gone unheeded, to activate the remote shutdown system with which the Equipment is equipped.

The Equipment's engine will thus be rendered inoperable and the Equipment immobilized until the Lessee has settled the unpaid installments or until the Equipment has been recovered by the Lessor following the termination of the Contract.

It is hereby reiterated that, even during the period in which the Equipment is immobilized, the Lessee remains bound by its contractual obligations, including the legal custody of the Equipment and the obligations arising therefrom.

ARTICLE 11 – SECURITY DEPOSIT

As security for the obligations assumed by the Lessee under the contract, the Lessee shall, upon execution of the Contract, deposit a security deposit with the Lessor.

Unless otherwise specified in the Rental Offer, which serves as the contract, the amount of the security deposit is determined based on the Lessee's credit rating.

In the event of the Tenant's failure to perform all or part of its obligations, the Lessor shall be entitled to deduct from the security deposit paid by the Tenant, to the extent necessary, all amounts owed by the Tenant and may, in such a case, require the Tenant to pay an additional amount in order to restore the security deposit initially paid to the Lessor. This offset shall first be applied to the payment of any unpaid rent or other amounts to which the Lessor may be entitled.

The security deposit shall be refunded, without interest, within one month following full payment of the rental and any other related invoices, provided the Lessee has fulfilled all obligations and, in particular, the Equipment has been returned in its original condition.

ARTICLE 12 – LIABILITY – INSURANCE

12.1. Liability



From the time it is made available and until the return of the Equipment, the Lessee assumes the capacity of custodian and the responsibility for any prejudice or damage suffered by the Equipment or caused by it, to persons or property, regardless of the cause of the damage, even if it is a fortuitous event or force majeure.

The Lessee is relieved of the custody of the Equipment for the duration of the repair when this is carried out at the initiative of the Lessor and when this repair takes place on the Lessor's premises.

The Lessee shall take all necessary and sufficient measures to ensure the security of the Equipment, whether during or outside the hours of use.

The Lessee is responsible for the use of the Equipment and for everything related to taking into account:

- the nature of the soil and subsoil,
- rules governing the public domain,
- rules on environmental protection.

The Lessee is required to take all necessary measures to ensure the safety of people and property in the area where the Equipment evolves: removal and/or signage of all elements, objects, installations likely to create a risk during the use of the Equipment (pipes, power lines, pits, galleries, etc.).

With the exception of compensation for bodily injury and gross negligence on the part of the Lessor, the Lessor's liability will be limited to the sum of the rents received during the year from the date on which the liability was incurred, for all causes and all damages combined.

The Lessee waives any liability claim against the Lessor and its insurers beyond the ceiling stipulated above. It also guarantees the waiver of recourse by its own insurers in these same cases.

In any event, the Lessor will never be held liable for compensation for immaterial or indirect damages, such as losses of production, operation and profit, commercial damage and other costs resulting from the shutdown of the Equipment concerned.

The Lessor may not be held liable to third parties for the material and/or immaterial consequences of a stoppage, breakdown or delay in the provision of the Equipment.

12.2. Insurance

Damage to the Equipment may be covered in two different ways.

12.2.1. The Lessee has his own insurance

The Renter must have taken out insurance covering the Equipment, in particular against the risks of theft, internal damage, external damage, fire, explosion, loss, lightning, vandalism, etc., at its list price on the date of the incident. The Lessee agrees to fully insure the Equipment and to make a claim under this insurance in full and as a matter of priority.

The Lessee must inform the Lessor of the existence of such insurance coverage. The Renter shall send or deliver to the Lessor the insurance certificate corresponding to the policy taken out, no later than the time the Equipment is made available. This certificate shall include, in particular, the insurance company's commitment to pay the indemnity directly to the Lessor, the policy details, and the amounts of coverage and deductibles.

In the event of a total loss, the Renter must pay the Lessor, within 8 days of the loss, compensation corresponding to the purchase cost, on the date of the loss, of new or equivalent Equipment, reduced by a depreciation rate of 0.83% per month, capped at 50%; and it is the Lessee's responsibility to seek reimbursement from their insurance company at a later date.

In the event of partial damage, the Lessee must pay, upon receipt of the invoice, the full cost of repairing the Equipment at the current rate.

The Lessor reserves the right to charge for damages, which may include, but are not limited to, loss of use of the equipment.

Any exclusions, deductibles, or other limitations of coverage under the insurance policy do not relieve the Lessee of liability for the full amount of damages incurred by the Lessor.

12.2.2. If the Lessee subscribes to the waiver of recourse

The Lessee may choose to accept the waiver of recourse offered by the Lessor.

Unless the Renter expressly states otherwise in the Rental Offer, which serves as the contract, and/or fails to provide the required insurance certificate or additional guarantees in accordance with Section 12.2.1, the waiver of recourse shall be deemed to have been accepted.

Any insurance certificate submitted after the Equipment has been made available shall not result in the cancellation or refund of the "waiver of recourse" option. In this case, the Renter shall remain liable for the amounts due under this option, in accordance with the terms described below.

Unless otherwise specified, the Renter must pay an amount equivalent to 12% of the daily rental price excluding tax. This amount will be billed per day the Equipment is made available (including weekends and holidays). The applicable rate will be indicated in the Rental Offer, which serves as the contract.



The Renter must use the Equipment under normal conditions, as defined by applicable laws and regulations as well as by the manufacturer and/or the Lessor.

Scope of the waiver clause

Scope of the Waiver of Recourse Clause

The warranty covers all accidental events causing direct property damage to the Equipment by the Lessee during normal use.

The following are therefore covered:

- accidental, sudden, and unforeseeable breakage or destruction,
- electrical damage, short circuits, power surges,
- fires, lightning strikes, explosions of any kind,
- theft, provided the Renter has taken basic security measures: chains, anti-theft devices, padlocks, or any other means of protection and security. Outside of the hours of use of the Equipment or in the absence of the driver, coverage applies when: (i) the Equipment is locked and parked in an enclosed area, and (ii) the keys and documents are not left with the Equipment.

The geographic scope of coverage is mainland France and Belgium.

Exclusions

The waiver signed by the Lessee does not cover damages and consequential business losses resulting from:

- gross negligence or willful misconduct on the part of the Lessee;
- the use of the Equipment under conditions that do not comply with the manufacturer's technical specifications, the Lessor's recommendations, the contractual provisions, and/or the applicable legal and regulatory provisions;
- the use of the Equipment by unqualified or unauthorized operators, or by operators under the influence of alcohol or any drug or narcotic substance;
- transport, crane, towing, and related operations;
- loss of the Equipment;
- theft when the Equipment is left unattended or unprotected, or when the Lessee or its corporate officers are the perpetrators or accomplices;
- continued use of Equipment that has been damaged;
- subleasing and lending not authorized by the Lessor;
- falling into the water of machinery operating on a barge, pontoon, or any other floating vessel;
- civil or foreign war;
- an attack, an act of terrorism, and/or an act of sabotage;
- an international or non-international armed conflict, as defined by the Geneva Conventions and the judgments and decisions of international courts;
- an invasion;
- the explosion of war munitions;
- acts of terrorism or sabotage;
- radiation;
- Occurring outside the national territory of France or Belgium;
- A breach of data and/or information stored on any computer medium (including during transmission and processing);
- an act of sabotage, computer fraud, or the use of malicious software or code;
- an epidemic, pandemic, or epizootic disease, as defined as such by the competent public authorities or the World Health Organization;
- a contagious or infectious disease;

Damage to accessories such as batteries or lights is also excluded. Furthermore, the Lessor reserves the right to seek recourse against the liable third party or their insurance company.

Limits of Coverage / Deductible to be Paid by the Lessee

Coverage is provided up to a maximum of €150,000 per claim and per year.

In the event of repairable damage: the Lessee shall be liable to the Lessor for payment of a deductible equal to 15% of the repair costs, with a minimum of €6,000 excluding tax.

In the event of irreparable damage, theft, or loss of the Equipment: the Lessee shall be liable to the Lessor for a deductible amounting to 20% of the new equipment's list price on the date of the incident, with a minimum of €15,000 excluding tax.



In the event of insufficient insurance coverage, BMS reserves the right to request additional guarantees. In the event that the Lessee insures the Equipment (excluding registered vehicles) through an insurance company or at their own expense, the loss is assessed as follows:

- For repairable equipment: based on the cost of repairs.
- For non-repairable or stolen equipment: based on the replacement value, less a depreciation factor determined by an expert or, failing that, as specified in the special terms and conditions

Validity

The Tenant is entitled to these coverages only if the Tenant has paid all rent due as of the date of the incident and if the incident has been reported to the Lessor in accordance with the provisions of Section 12.3.

12.3. Procedure in the event of a claim

In the event of a claim, the Lessee undertakes to:

- Take all necessary measures to protect the interests of the Lessor or the Lessor's insurance company.
- Inform the Lessor in writing on the day of becoming aware of the claim and no later than 48 hours from the occurrence of the claim
- Have a declaration made to the police authorities within 48 hours, in the event of a personal accident, theft or damage by vandalism, mentioning the circumstances, date, time and place as well as the identification of the Equipment.
- Send to the Lessor all the ORIGINALS of the documents (police report, gendarmerie report, bailiff's report, etc.) within 48 hours
- In the case of theft or loss, the contract will end on the day you receive the claim report.

ARTICLE 13 – SUSPENSION/TERMINATION

13.1. Suspension of the Agreement

In the event of a breakdown, if it is not repaired within seventy-two (72) working hours from the diagnosis carried out by the Lessor, the Contract is suspended for the duration of the immobilization of the Equipment with regard to its payment, except in the event of a claim, fault or negligence or cause attributable to the Lessee, but remains in force for all other obligations. Notwithstanding the provisions of Article 12.1. in the event of a breakdown, the Lessor will only pay the amount of the rental days of the immobilized Equipment.

13.2. Termination of the Agreement by the Lessee

The Lessee may request termination of the Agreement:

- In the event of the Lessor's failure to comply with any of the obligations set forth in the Agreement, following a formal notice that remains unaddressed within fifteen days of its receipt;
- In the event of a total loss of the Equipment.
- In the event of a prolonged period of downtime during a long-term rental lasting more than thirty (30) days from the date of notification, provided that such downtime is not due to an accident, fault, or negligence on the part of the Lessee or any other cause attributable to the Lessee, the Lessee has the right to immediately terminate the Contract, paying only the rent accrued up to the date of the Equipment's downtime, provided that the Equipment has not been replaced by Equipment with equivalent functionality within thirty (30) days following notification to the Lessor. Termination is subject to the return of the Equipment.

13.3. Termination by the Lessor

The Lessor may terminate the Agreement in the event of:

- (i) a breach of any of the obligations set forth in the Agreement or the loss or reduction of the guarantees provided;
- (ii) failure to comply with the term of use in the case of a long-term lease;
- (iii) total loss of the Equipment;
- (iv) a change in the Lessee's circumstances, including voluntary liquidation, cessation of business, transfer of the business, shares, or stock of the Lessee, or a change in legal form;
- (v) a change concerning the Equipment, including deterioration, destruction, or disposal of the Equipment (contribution to a company, merger, acquisition, spin-off, etc.);
- (vi) provision by the Lessee to the Lessor of false information regarding its business or financial situation that played a crucial role in the Lessor's decision to enter into a relationship with the Lessee.

Termination shall occur automatically upon the sending of a formal notice to the Lessee that remains unanswered within eight days, without the need for any legal proceedings.



13.4. Consequences

In the cases provided for in 14.3 (i),(iii),(iv),(v) and (vi), termination entails, in favour of the Lessor, the payment by the Lessee or his successors, in compensation for the damage suffered in addition to the unpaid rent and their accessories, of compensation equal to 50% of the sum of the rents remaining due on the day of termination, unless otherwise stated in the Special Conditions.

The said indemnity will be increased by a lump sum equal to 10% of its amount as a penalty clause.

13.5. Failure by the Lessee to Perform Any of its Obligations

In the event that the Lessee fails to fulfill any of its obligations, the Lessor may, at any time and at the Lessee's expense, take any precautionary measures it deems necessary to remedy the Lessee's negligence, without prejudice to the application of the provisions regarding the return of the Equipment.

ARTICLE 14 – RETURN OF EQUIPMENT

14.1. Expiry of the rental period

Upon expiration of the rental period, for any reason whatsoever, or upon any extension agreed upon by both parties, the Lessee is required to return the Equipment to the Lessor at the location designated by the Lessor, cleaned, in good condition and working order, and in compliance with applicable standards, taking into account normal wear and tear inherent to the duration of use, cleaned, and with a full tank of fuel and additives. Failing this, the cost of repairs, cleaning, missing documentation, and the supply of fuel and additives will be billed to the Lessee, who must pay the invoice(s) in cash.

Unless otherwise agreed by the Parties, the Equipment shall be returned to the Lessor's branch during the latter's business hours. The Lessee must notify the Lessor, at least 48 business hours in advance, of their intention to return the Equipment by mail or email.

The Equipment must be returned with all its parts and accessories, on the date agreed upon by the Parties at the end of the rental period, to the original branch, accompanied by its paperwork and any documents certifying that the Equipment is up to date with maintenance operations and meets the manufacturer's technical standards. In the event of failure to comply with the originally scheduled return date, the Lessor reserves the right to charge the Lessee a late fee.

Only the return of the Equipment to the Lessor's premises or to the Lessor's branch terminates the Lessee's custody of the Equipment.

14.2. Return or Restitution Form

At the time of return, a report of the end of the rental of the Equipment is drawn up by the Lessor, in contradiction with the report of the beginning of the Rental.

In the event of a delay between the preliminary report and the return of the Equipment to the agency, the Lessor may notify reservations upon receipt.

It is indicated in particular: the day and time of return, as well as the reservations deemed necessary concerning the condition of the Equipment returned.

In the event that the Parties agree that the Lessor will collect the Equipment itself, in the event of the Lessee's absence when the Lessee takes over the Equipment, the latter has a period of 72 hours in order to inform the Lessee of the reservations observed.

In the absence of an amicable agreement on the reservations, they shall be noted by a mention in the restitution report. In the event of persistent disagreement, the Lessor is entitled to call on an expert, appointed by its insurer or the summary judge, or a commissioner of justice.

14.3. Damage to Hardware

In the event that the Equipment requires repairs due to damage attributable to the Lessee, the Lessor may invoice the Lessee for such repairs following a joint inspection, based on compensation equivalent to the value of the damage observed, as mutually agreed upon with the Lessee or, failing that, as determined by an expert registered with the courts of the jurisdiction where either party is headquartered, appointed by the Presiding Judge of said court upon application by the party acting with due diligence.

14.4. Delay in return

If the return is delayed by more than 48 hours, the Lessee shall be liable for compensation for loss of use equal to the rent for the most recent completed term, plus 50%, for each period of delay corresponding to the duration of that term, with any period that has begun being due in full.

14.5. Equipment and accessories not returned or not declared stolen or lost



Equipment and accessories that are not returned and have not been reported as stolen or lost will be billed to the Renter based on the value stated in the Rental Offer, which serves as the contract, 48 hours after a formal notice to return the items has gone unanswered.

Payment of the invoice must be made in cash.

ARTICLE 15 – MACHINE DATA

15.1. Use of Machine Data by the Lessor

The Lessee is informed that the Equipment he acquires is likely to be equipped with a module allowing the manufacturer, the Lessor or service provider it may appoint, as well as any entities involved in the provision of the Services subscribed to by the Lessee, to collect technical data relating to the machine. The Lessor may use this data for the purposes of providing and optimising its service, analysing the quality of the service provided and the operation of the machines. This data is not of a personal nature within the meaning of Article 16 and may be transferred outside the European Union (in particular to the United States).

If the Lessee does not wish this technical data to be collected, it is the Lessee's responsibility to inform the Lessor in writing at the time of signing the Rental Offer as a contract.

15.2. Access to Machine Data by the Lessee via the tools made available by the Lessor

In order to access the data generated by the Equipment (hereinafter the "Machine Data") by means of the tools made available by the Lessor (hereinafter the "Machine Data Service"), the Lessee must make a prior request for access to the Lessor, through its privileged contact.

At the end of this request, the Lessor will provide the Lessee with a link or dedicated access credentials allowing him/her to consult the Machine Data, according to the technical terms and conditions defined by the Lessor or by one of its subcontractors.

Certain terms and conditions of access to the Machine Data Service may be subject to the establishment of a prior estimate and give rise to specific invoicing.

The use of Machine Data is strictly subject to acceptance of and compliance with the terms and conditions governing the use of the technical tools or interfaces made available by the Lessor or one of its subcontractors. Access to the Machine Data Service will automatically terminate upon the expiration or termination, for any reason whatsoever, of the Agreement.

ARTICLE 16 – PERSONAL DATA

In the course of their contractual relationship, the parties may exchange personal data relating, in particular, to their employees (specifically, their name, title, signature, and email address). In accordance with personal data regulations, the parties agree not to use such data for any purpose other than those necessary for the performance of this Agreement. The parties further agree to retain the data for a period not exceeding that necessary for the purposes for which it is processed. Each party shall use appropriate physical, administrative, and technical controls to protect such personal data against accidental or unlawful destruction, accidental loss, alteration, disclosure, and unauthorized access—particularly over the Internet—as well as against any form of unlawful processing, in accordance with its privacy policy. In all cases, each party will do its best to comply with current industry best practices regarding the confidentiality and security of personal data.

Individuals whose data is processed have certain rights, including the right to access and correct their data. They may exercise their rights by sending a request to: Bergerat Monnoyeur, 117 rue Charles Michels, 93200 Saint Denis, or by contacting dpo@monnoyeur.com

The Lessor's privacy policy is available via the following link: <https://www.bergerat-rent.com/protection-des-donnees-personnelles/politique-des-donnees-personnelles-27>

ARTICLE 17 – ETHICS/CORPORATE SOCIAL RESPONSIBILITY (CSR)

The MONNOYEUR Group, to which BERGERAT MONNOYEUR SERVICES belongs, has adopted a "Code of Ethics and Good Conduct" available at <https://monnoyeur.com/wp-content/uploads/monnoyeur-code-d-ethique-de-bonne-conduite-2022.pdf> address and has implemented a Responsible Purchasing Charter integrating the commitments of the United Nations Global Compact, to which the MONNOYEUR Group is a signatory.

The Lessee undertakes to conduct its activity, as well as its business strategy, in conditions compatible with the principles laid down in the Code of Ethics and Good Conduct. The MONNOYEUR Group also commits the Lessee to respect and promote the ten principles of the United Nations Global Compact in terms of human rights, working conditions, environmental protection and the fight against corruption.

As such, the Lessor declares and guarantees that it complies with and applies, in particular in the context of the execution of these terms and conditions; national and international treaties, agreements, laws and regulations and the fundamental principles applicable to business ethics (including corruption, conflicts of interest, influence peddling, illegal acquisition of interests, favouritism, illicit payments, money laundering and the fight against terrorism, financial transparency and sincerity



of information, competition law, public procurement rules, export control, product regulations and the right to environment).

In particular, the Lessee will ensure that it implements good management policies in terms of waste management (optimisation of waste reduction: recycling, recovery, reuse and sorting of waste), health and safety (analysis of business risks for employees, identification of risks and the provision of individual and collective protective equipment and access to safety training), environmental (compliance with ISO 14001 or equivalent commitments on environmental management). BERGERAT MONNOYEUR SERVICES reserves the right to terminate this contract and/or an order with the Lessee who knowingly and repeatedly violates the Code of Ethics and Good Conduct and/or refuses to apply corrective action plans.

ARTICLE 18 – FRAUD AND CORRUPTION

The Lessor is an ethical company that pays particular attention to the fight against fraud and corruption and intends that any person or company in relation to the Lessor and its subsidiaries respects the same principles and scrupulously complies with the current regulations.

In addition, the Lessor, a simplified joint-stock company governed by French law, must necessarily comply with the French anti-corruption law [LAW No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life - Article 17] known as SAPIN 2. This law imposes additional due diligence on those resulting from local regulations.

Consequently, the Lessee undertakes to irrevocably comply with the elements detailed below.

Any breach by the Lessee of the terms of this article will be considered a serious breach characterising a serious breach (negligence), entitling the Lessee to cancel any order related to these Terms and Conditions without notice or compensation, without prejudice to any damages that the Lessee may claim as a result of such breach (negligence).

The Lessee guarantees that any natural or legal person representing it and dealing with the Lessor:

- comply with any local anti-bribery regulations, including additional due diligence under the SAPIN 2 law;
- will not be the subject of any action or omission, which could engage the liability of the Lessor by not complying with existing anti-corruption regulations;
- Establish and maintain its own ethics and anti-corruption policies and procedures.
- immediately inform the Lessor of any event which comes to its attention and which may result in a financial or marginal advantage or of any other nature relating to this Framework Agreement;
- will provide any necessary assistance to the Lessor in order to respond to a request made by a duly authorised authority.

Any direct or indirect remuneration of the Rental Agent's employees involved in the purchasing relationship at any level whatsoever (prescriber, buyer, user, etc.) or having the power to influence the purchasing decision, is strictly prohibited, regardless of the purpose and form.

In particular, the Lessee shall refrain from offering to any employee of the Lessor and from accepting solicitations from anyone concerning services or financial benefits offered in the form of discounts, gifts, trips, invitations, loans, bonuses or any other means, on the occasion of the sale of products and services to the Lessor or its subsidiaries.

Invitations by the Lessor's employees to study trips or seminars organised by the Lessee may only be considered when these events are of a strictly professional nature, directly related to the duties of the persons concerned.

ARTICLE 19 – INTELLECTUAL PROPERTY

The Lessee has no right, in whole or in part, of any kind whatsoever to the names "BERGERAT MONNOYEUR", "CATERPILLAR", "CAT" (taken alone or in combination, or as part of any other word or name) or to any trademark, name or logo of the Lessor or any of its related or affiliated companies or those of the manufacturer, including, without limitation, any right to use them (i) in any of its own advertisements or promotional campaigns, (ii) to express explicitly or implicitly any deposit given by the Lessor to the Lessee's services, or (iii) in any other way (similar or not to the uses specifically prohibited above), unless expressly agreed to by the Lessee.

ARTICLE 20 – FORCE MAJEURE

The parties shall not be held liable if the failure to perform or the delay in performing any of their obligations, as described herein, results from a force majeure event, as defined in Article 1218 of the Civil Code.

Furthermore, by express agreement, the following shall constitute a force majeure event: (i) the destruction of all or part of the Lessor's facilities and means of production, storage, and marketing; (ii) serious public disturbances, wars, strikes, riots, government actions, epidemics, blockage of transportation and communication systems, interruption of energy or material supplies, (iii) sabotage, requisition, confiscation, nationalization, embargo, and expropriation, (iv) natural disasters, exceptional weather conditions, cold snaps, drought, (v) technical unavailability, depletion of inventory, and any delays on the part of the Seller's suppliers, (vi) the inability to obtain supplies for any reason whatsoever, interruption or delay in



transportation, failure of any carrier, shortage of raw materials, defect in quality or poor quality of raw materials, (vii) any change in the laws or regulations applicable to the products sold by the Seller, (viii) boycott, strike, and lockout in any form whatsoever, work-to-rule, occupation of factories and premises, work stoppage occurring at the Seller's or its partners' facilities, (ix) accident, including tooling failure, machine breakdown, explosion, fire, destruction of machinery, factories, and facilities of any kind, (x) computer viruses and cyberattacks, (xi) a health crisis related to the development and spread of a contagious disease such as, in particular, all coronaviruses (SARS-CoV, SARS-CoV-2, also known as "Covid-19," etc.) and measures taken by the competent authorities to limit the spread of the disease, whether or not a state of public health emergency has been declared, such as, in particular, measures prohibiting and/or restricting the movement of persons and vehicles, the lockdown of cities or certain parts thereof, and the temporary closure of one or more categories of establishments open to the public (businesses, shops, etc.).

The party observing the event must inform the other party as soon as possible of its inability to perform its obligation and provide justification to the other party. The suspension of obligations shall in no event constitute grounds for liability for non-performance of the obligation in question, nor shall it give rise to the payment of damages or late payment penalties.

Performance of the obligation is suspended for the entire duration of the force majeure event if it is temporary and does not exceed 30 days. Consequently, as soon as the cause of the suspension of their mutual obligations ceases to exist, the parties shall make every effort to resume the normal performance of their contractual obligations as quickly as possible. To this end, the party prevented from performing shall notify the other party of the resumption of its obligation by registered letter with return receipt requested or by any extrajudicial document. If the impediment is permanent or exceeds a period of 30 days, the order shall be rescinded outright by registered letter with return receipt requested by either party.

ARTICLE 21 – ELECTRONIC SIGNATURE

The Contract may be concluded and signed in advance signature in electronic form in accordance with the provisions of Articles 1366, 1367 and 1375 of the Civil Code and the provisions of Decree No. 2017-1416 of September 28, 2017. The Contract will only be validly concluded between each of the Parties if it is signed by all the parties appearing before it, and is dated on the day of the last signature affixed. Each party shall retain a copy of the Agreement on a durable medium that ensures the integrity of the Agreement.

The parties shall acknowledge that the Contract signed in electronic form is an original document and shall accept it as proof of their contractual obligations under the said Contract in the same way as a paper document signed by them. Accordingly, if a party were to contest its electronic signature on the Contract then the burden of proof would be on that party.

ARTICLE 22 – EVIDENCE AND ELECTRONIC ARCHIVING

22.1. The computerized registers and data, stored in the Owner's computer systems under reasonable security conditions, may be used as proof of communications, reservations, registration information and payments made between the Parties. These data will be authentic, unless proven otherwise.

22.2. The archiving of orders and invoices is carried out on a reliable, secure and durable medium.

The invoices issued by the Lessor are sent to the Lessee by means and in electronic form to the email address indicated for this purpose by the Lessee.

In this respect, the Lessee agrees not to receive paper documents. He accepts that the agency may send him to the email address he will have provided when signing the Contract, invoices, and any other electronic document, drawn up in accordance with the applicable legal provisions. The Lessee must take the necessary steps to receive electronic invoices. The Lessee is responsible for any disorder preventing him from receiving. The invoice is considered to have been received as soon as the Lessee has been able to access it. Once it has been sent to his e-mail box, it will be deemed to have been received on the day of that sending. If an invoice cannot be received, the Lessee must notify the Lessor. In this case, the Lessor shall send the Lessee a copy of the invoice, identified as a copy. If the defects preventing the transmission of electronic invoices cannot be removed quickly, the Lessor is authorized to transmit these invoices in paper format until the said defects are resolved.

ARTICLE 23 – APPLICABLE LAW – DISPUTES

The General Rental Conditions are subject to French law. All disputes concerning the interpretation or execution of any of these provisions, in the absence of an amicable agreement between the parties, shall be submitted to the Commercial Court of Bobigny.