

## **THE LESSOR'S GENERAL TERMS AND CONDITIONS OF CONTRACT, CONSTRUTECH RENT KFT.**

### **1. General Conditions**

1.1. The specific Rental Contract concluded for rental of the machinery and equipment is valid with the present General Terms and Conditions of Contract

1.2. The subject of the contract is the machinery and equipment which are the property of the Lessor or are in their possession via a contract that makes it possible to rent these out.

1.3. The Lessee consents to the Lessor examining the Lessee's data, to collect data on the company and to make copies of the presented documents along with the documents of personal identification. The Lessor may only use these in connection with their activities, in their own conduction of business, for statistical and marketing purposes, they must manage it confidentially and not give it out to third parties. In cases of any changes to the data, the Lessee informs the Lessor in writing within 5 days.

1.4. The Lessee consents to the fact that if they fail to fulfill any of their payment obligations toward the Lessor and the Lessor uses the assistance of a collection agency for recovery purposes, then they are entitled to give out the Lessee's data to the collection agency (for natural persons: name, mother's name, place, and date of birth, tax identification number, address phone number, email; in case of legal persons: company name, business registration number, tax number phone number, email). The collection agency manages the Lessee's data to the aim of collection until the process of collection of the claims and connected fees (for matters settled in court, out-of-court and non-contentious matters) is successfully carried out.

1.5. Our services may contain intermediary services.

### **2. Conclusion of the rental of the machinery and equipment**

2.1. Rental is concluded via the signing of the rental contract or when the machinery is handed over/taken over by which the Lessee states that they have previously gained knowledge of and accepted the General Terms and Conditions of Contract published on the Lessor's website.

2.2. The duration of the rental contract is until the time that the machinery is returned, which is attested by the return record.

2.3. A record must be drawn up of the hand-over/take-over of the machine (equipment) which will count at the same time as a certificate of completion. The hand-over/take-over

record must contain that the Lessee knows the rented machinery, its accessories, its purpose, its technical characteristics, it must contain the technical state of the machinery, that it functions without error and that it has been cleaned. The Lessee has informed the Lessor of the regulations regarding the use the machinery (equipment), provided information on the technical and work safety regulations of the machinery and has handed over the proper documentation. The Lessee knows the legal regulations in connection with the use of the machine. The return record must contain the time of return, the technical state of the machinery and its accessories and a record of errors or missing elements must be made if applicable.

2.4. The parties may conclude the contract electronically, provided that the Lessee priorly gives the Lessor the specimen signature of the Lessee's executive director (representative) and the authorization of the person providing an electronic signature. The Lessor adheres to the applicable regulations in Act V of 2013 tv. 6:82 §- 6:85 § on electronically concluded contracts.

### **3. The Lessor's rights and obligations**

3.1. For the duration of the rental contract, the Lessor is entitled to view the machinery at any time, to inspect that it is being used properly for its purpose and whether appropriate maintenance is being carried out. They are entitled to see whether the staff using the machinery has the proper training and whether the Lessee and their staff know and adhere to the work safety regulations regarding the machinery.

3.2. The Lessor carries out the guaranteed and mandatory inspections and maintenance free of charge.

3.3. In case of a separate agreement, the Lessor will carry out the daily maintenance of the machinery for a fee, and provide the materials and components (fuel, lubricant, sealant, etc. ) necessary for operation and maintenance.

3.4. In the case of an error in the machinery, only the Lessor is entitled to carry out repairs or to have repairs carried out.

3.5. Bérbeadó nem felel a gép állása miatt keletkezett károkért. The Lessor is obligated to prevent errors and carry out repairs. The Lessor is not responsible for damages occurring due to the machinery being in an idle state.

3.6. If the Lessee is late paying the rental invoices, the Lessor, after giving prior notice, is entitled to remove the machinery (equipment) from the Lessee's premises.

3.7. The Lessor is entitled to revise the rental fees periodically.

### **4. The Lessee's rights and obligations**

4.1. The Lessee is obligated to gain detailed knowledge of the machinery, to use it appropriately, according to the manual and at the place determined in the Rental Contract.

They are obligated to keep the machinery in a locked or guarded area even outside of working hours. They may not give the machine to third parties for use. In the absence of a different agreement they may not take the machinery to places other than the area determined in the documents of >> Rental contract. And hand-over/take-over record << Prior written consent of the Lessor is required for any changes to how the subject of the rental is used or where it is located. The Lessee undertakes the obligation to inform the Lessor of all changes in their data recorded in the Rental Contract without delay.

4.2. If legal regulations provide, the Lessee is obligated to see to obtaining the proper permits from the authorities for installation the machinery (equipment)

4.3. The Lessee undertakes the obligation of fulfilling the operator's tasks, furthermore, that the machinery will only be used by persons with the appropriate professional knowledge and experience. They undertake to inform the staff handling the machinery of the work safety regulations and to continually inspect whether these are adhered to.

4.4. The Lessee undertakes the obligation to carry out the regular appropriate maintenance necessary for operation as indicated in the maintenance manual along with seeing to the connected documentation tasks. The Lessee is obligated to pay the Lessor for repair and cleaning costs arising from improper use, negligence, failure to carry out maintenance or failure to carry it out in an appropriate manner

4.5. The costs of regular maintenance and operation, in the absence of a different agreement, are to be covered by the Lessee.

4.6. The electronic devices may only be operated in a network secured by a residual-current device. If the rented device has a residual-current device, then it is the Lessee's responsibility to inspect it according to legal regulations.

4.7. The Lessee may not mark the machinery without the prior written consent of the Lessor and they may not place any advertisement material on it.

4.8. The Lessee is obligated to provide the Lessor with access to the machinery in every case. If the Lessor is transporting the machinery back then the Lessee is obligated to inform the Lessor in writing of the time of return, its place, and the person handing over the machinery. If they fail to do this, the obligation to pay the rental fee is upheld without change.

4.9 The Lessee must be present when the machine is returned. If they are not present and therefore do not sign the return record, the Lessee thereby irrevocably waives the right to any dispute over the contents of the return record and are responsible for the damages.

## **5. Rental fee, conditions of payment**

5.1. The Lessee pays the Lessor the fee determined in the specific rental contract for the use of the rented machinery (equipment). In the case of a definite period rental contract if the Lessee does not bring back the machinery (equipment) when the duration is over, the contract becomes one of indefinite duration and the Lessor is entitled to invoice for a daily

rental fee until the date of the return record attesting the return of the machinery (equipment), which is simultaneously the machinery's return date.

5.2. In the absence of a different agreement, in case of late payment of the invoices, the Lessor is entitled to late interest in accordance with Ptk. 6:155.§ (Civil Code) (the rate of this late interest is the reserve interest rate valid on the first day of the semester in which payment was late increased by eight percentage points) and a minimum of a 40 € recovery flat rate is charged for accounts opened after the deadline.

5.3. The Lessee notes that their obligation to pay the rental fee is upheld even if they cannot use the rented machinery for reasons due to third parties.

5.4. If the duration of the rental period is less than 15 days, the rental fee must be paid in advance, for longer durations, it is to be paid every 15 days, at the beginning and middle of every month and upon the closure of the contract, all based on an invoice. If the person bearing the costs of rental is Henkel Magyarország Kft., then their usual payment method as determined by them is to be followed. The parties may regulate their cooperation with a framework contract.

## **6. Liability, limitation of liability**

6.1. The Lessee assumes unconditional liability for the machinery from the time they have taken it over until it is returned at the indicated establishment free of error and in a clean state.

6.2. Irreparable damages to the machinery, destruction of the machinery and theft must be reported immediately to the Lessor and the Lessee is obligated to pay the value of the machinery determined in the Rental Contract and accepted by the Lessee.

6.3. The Lessee is not liable for usual wear of the machinery caused by proper use.

6.4. The Lessee is liable for damages caused by third parties during the course of use of the machinery. In these cases, they are obligated to notify the Lessor immediately.

6.5. The Lessor is not liable for indirect or direct damage arising when the machinery is in the possession of the Lessee or a third party due to an error in the machinery or any other reason outside the influence of the Lessor or which is due to any activities by the Lessee or omission on the part of the Lessee. The Lessor cannot be held responsible for indirect damages. In the case of contract violation by the Lessor, the amount of legal remedy the Lessee may seek is limited to the rental fee that is due.

6.6. In the case of machinery rented out with an operator, direct and indirect damages in connection with the function of the operator, apart from deliberate damages and harm to human life, physical safety and health, exclude the liability of the Lessor.

## **7. Termination of the Rental Contract**

7.1. The definite duration contract ceases when the duration determined in the Rental Contract is over, except if the contract becomes a contract of indefinite duration.

7.2. A contract of indefinite duration is terminated in writing and/or when the equipment is returned to the Lessor.

7.3. After issuing a written notice, the Lessor may terminate the contract effective immediately and take away the machinery that is the subject of the rental contract if the Lessee violates the regulations of the Rental Contract and the General Terms and Conditions of Rental or if the Lessee is being liquidated or the company ceases to exist. In these cases, the Lessee may not obstruct the Lessor in taking back the machinery and they must provide them with free access to the work area.

## **8. Closing provisions**

8.1. For matters not regulated in this contract the legal regulations of Government Regulation 45/2014. (II.26.) and Act V. tv. of the Civil Code must be applied, especially the following regulations:

### *Chapter XLIV*

#### *The rental contract*

##### *1. The general regulations of the rental contract*

###### *6:331. § [Rental contract]*

*(1)Based on the rental contract, the lessor is obligated to hand over the object determined in the contract for temporary use, the lessee is obligated to take it over and pay the rental fee.*

*(2)For rights temporarily transferred to another person for a fee, the regulations for the rental of objects must be applied appropriately 6:332. § [The lessor's warranty]*

*(1)The lessor guarantees that the rented object will be suitable for use according to contract for the full duration of the rental and that it meets the requirements of the contract. For this warranty, the rules of warranty due to faulty performance must be applied with the difference that the lessee, instead of the right to withdrawal, has the right to terminate the contract and they may not demand that the object is exchanged.*

*(2)The lessor guarantees that no third party has such rights in connection with the rented objects that would limit or hinder the lessee in its use. The rules of warranty of title must be applied to this obligation with the difference that instead of withdrawal, the lessee may terminate the contract.*

*(3)If the rented object is a house/apartment or any other space intended for residential purposes and it is in such a state that it is dangerous to the health, the lessee may terminate the contract even if they knew or could have known about this fact at the time the contract was concluded or when they took over the space. The lessee cannot validly waive this right.*

###### *6:333. § [Use of the object]*

*(1)The lessee may use the object according to its purpose and according to the contract.*

*(2)Without unduly disturbing the lessee, the lessor is entitled to inspect its use.*

*(3) If the lessee continues to use the object in a manner not according to its intended use or otherwise not in accordance with the contract even after the lessor have given them notice, the lessor may terminate the contract.*

*(4) If the lessee has changed the object without authorization, they are obligated to restore it to its original state when instructed by the lessor.*

*6:334. § [Transfer of use to a third person]*

*(1) The lessee is entitled to sublet the object or to make it available use for a third person with the consent of the lessor.*

*(2) If the lessee has sublet the object or handed it over for use by a third person with the consent of the lessor, then they are responsible for the behavior of the sublessee and/or the user as if they were the ones using the object.*

*(3) If the lessee sublets the subject or hands it over for use by others without the consent of the lessor, then they are liable for damages that would otherwise not have occurred.*

*6:335. § [Bearing the costs]*

*(1) Smaller costs in connection with the maintenance of the object are to be born by the lessee, the rest of the costs in connection with the object are to be covered by the lessor.*

*(2) The lessee is obligated to inform the lessor if the object is in danger of being damaged or if maintenance work on the part of the lessor becomes necessary.*

*(3) The lessor is entitled to carry out the work that they are obligated to and to carry out the necessary measures to avoid the damages that threaten the object.*

*(4) The lessee may carry out the works that the lessor would be obligated to instead of the lessor and at their expense if the lessor does not carry these out.*

*6:336. § [The rental fee]*

*(1) The lessee is obligated to pay the rental fee in advance on a monthly basis. If the rental contract was concluded for a period shorter than one month, the rental fee is due when the contract is concluded.*

*(2) For the duration when the lessee cannot use the object for reasons outside their scope of interest, rental fee is not due.*

*(3) If the lessee fails to pay the rental fee or other costs that they are obligated to, the lessor may terminate the contract if they have issued notification to the lessee, set an appropriate deadline and informed them of the consequences and the lessee has, even after the provided deadline, failed to pay.*

*6:337. § [Statutory lien]*

*(1) The lessor of real estate is entitled to a lien on the lessor's assets situated on the rented property to the extent of the rental fee and costs the lessor is obligated to cover.*

*(2) For the duration that the lien is upheld, the lessor may prevent the assets that are the subject of the lien from being taken away.*

*(3) If the lessee objects to the lien, its extent or if the lessor prevents the removal of assets beyond those that provide full coverage for their claims, the lessor is obligated to pursue the lien in court within eight days. If they fail to do this, their right to the lien ceases.*

*(4) If the lessor removes the items that are the subject of the lien without the lessor's permission and does not provide any other appropriate security, the lessor may demand that these be brought back at the cost of the lessee. With the restoration of the subject, the lien will be reinstated as well.*

*6:338. § [Cessation of the definite duration rental contract and destruction of the object]*

*(1) If the lessee continues to use the object after the period determined in the definite duration rental contract and the lessor does not object to this within the fifteen day limitation period after the time determined in the contract, the contract of definite duration becomes a contract of indefinite duration.*

*(2) The contract ceases if the object is destroyed*

*6:339. § [Cessation of the contractual relationship by ordinary notice]*

*(1) A contract concluded for an indefinite duration may be terminated via ordinary notice by either party.*

*a) in the case of a daily rental fee, the contract may be terminated from one day to the next;*

*b) in the case of a weekly rental fee, the contract may be terminated by the end of the week, at latest, on the first day of the week;*

*c) in the case of a monthly rental fee, by the end of the month, the fifteenth day of the month at latest;*

*d) for rental fees determined for longer durations, at the end of the period determined in the contract, or by the thirtieth day preceding it at the latest.*

*(2) Definite duration contracts may be terminated by either party via ordinary notice with the statutory period of notice, in cases when the right to premature termination may be exercised, by the end of the month or by the fifteenth of the month at the latest.*

*(3) If termination does not happen with adhering to the deadline in section(1), the contractual relationship of rental is considered to be terminated after the rental period after notice of termination is given is over.*

*(4) Heirs of the lessor may terminate the rental contract of definite duration within thirty days via ordinary notice, the notice period begins:*

*a) if there are no probate proceedings, at the time of death;*

*b) if probate proceedings take place, on the day when the fully enforceable grant of probate becomes final;*

*c) if a probate hearing takes place, on the day the court ruling becomes final*

*6:340. § [Transfer of the rented object]*

*(1) The lessee is obligated to allow the object to be viewed, without unduly disturbing the lessee, by persons who wish to purchase it.*

*(2) If the lessor transfers the ownership rights of the object after the rental contract has been concluded, then due to the changes to the person of the owner, as regards the rights and obligations stemming from the contract, the new owner takes the place of the lessor. The*

*lessor and the new owner are obligated to jointly hold the lessee accountable for fulfilling their obligations in the rental contract.*

*(3)The new owner of the object may terminate the rental of definite duration if they have been deceived by the lessee as regards the duration of the rental or its significant conditions.*

*6:341. §[Rights and obligations of the parties when the rental is terminated]*

*(1)The lessee is obligated to allow the next person wishing to rent the subject to view it for an appropriate time and in an appropriate manner before the rental period is over.*

*(2)After the rental period is over, the lessee is obligated to return the object to the lessor; if they have claims against the lessor stemming from the contractual relationship of the rental, they may withhold the subject without using it until the claims have been settled.*

*(3)If the lessee withholds the subject unlawfully, then they are obligated to pay the rental fee determined in the contract and beyond this, they are liable for all damages which would not have otherwise occurred.*

*(4)All items that the lessee has installed in or on the object at their own cost, they may remove if this does not damage the object.*

*6:77. § [General condition of contract]*

*(1) A general condition of contract is a condition of contract which is pre-determined for the conclusion of several contracts unilaterally by the person applying it without the cooperation of the other party and the parties have not discussed it separately.*

*(2) The burden of proof for whether the parties discussed the condition of contract rests with the party applying the general condition of contract.*

*6:78. § [The general condition of contract becomes contractual content]*

*(1) The general term of contract becomes part of the contract if its applicator has made it possible for the other party to become acquainted with its content before the conclusion of the contract and if the other party has accepted it.*

*(2) The other party must be specifically informed of the general condition of contract which significantly differs from legal regulations or usual contractual practice, except if it is in accordance with the practice between the parties. The other party must also be specifically informed of the general condition of contract which differs from conditions general applied between the parties.*

*(3) The condition in section(2)becomes part of the contract if the other party has explicitly accepted it after receiving specific information about it.*

*6:79. §[When demanding additional payment from the consumer becomes contractual content]*

*The condition that entitles the business to further monetary claims beyond the fee due for their main obligation according to the contract becomes a part of the contract if the consumer has explicitly accepted this after receiving specific information.*

*6:80. § [Conflict of conditions of contract]*

*If the general condition of contract and another condition of the contract differ from each other, the latter becomes a part of the contract.*

*6:81. § [Conflict of general conditions of contract]*

*(1) If the other party accepts the offer referring to the general conditions of contract with their own general conditions of contract and the general terms of contract do not contradict one another, both parties' general conditions of contract become part of the contract.*

*(2) If the general conditions of contract differ from one another in insignificant matters, the contract is concluded and the general conditions of contract not contradicting one another become part of the contract.*

*(3) If the general conditions of contract differ from one another in significant matters, the contract is not concluded.*

*Special regulations for contracts concluded electronically*

*6:82. § [Providing information in the case of contracts concluded electronically]*

*(1) In case of contracts concluded electronically, the party providing the electronic method is obligated to provide the other party with information prior to the statement applying to conclusion of the contract being made*

*a) on the technical steps of concluding a contract;*

*b) on whether the contract to be concluded is considered to be a written contract, whether the party providing the means for electronic conclusion records the contract, furthermore whether the contract will subsequently be accessible;*

*c) on the identification and correction of possible errors in devices occurring during the electronic recording of data being guaranteed before the contractual statement is made;*

*d) on the language of the contract; and*

*e) If it exists, the code of conduct applying to the service activity and where this can be accessed electronically, which the party providing the means for electronic conclusion of the contract accepts as obligatory.*

*(2) The party providing the means for electronic conclusion of the contract is obligated to make their general conditions of contract accessible in a way that makes it possible for the other party to store and retrieve these.*

*6:83. § [The correction of data-entry errors]*

*The party providing the means for electronic conclusion of the contract is obligated to guarantee with the appropriate means that the errors occurring during electronic recording of data can be corrected before the contractual statement is made. If the party providing the means for electronic conclusion fails to fulfill this obligation, the other party may contest the contractual statement.*

*6:84. § [Electronic contractual statements and their confirmation]*

*(1) Electronic contractual statements become enforceable when they become accessible to the other party.*

*(2) The party providing the means for electronic conclusion of the contract is obligated to electronically confirm the arrival of other party's contractual statement without delay. The*

*party is exempt from the offer being binding and they cannot be obligated to perform the contract if the confirmation is not sent to the other party without delay.*

*6:85. §[The effect and cogency of the regulations of concluding contracts electronically]*

*(1) The regulations of this chapter, except for the regulation regarding the enforceability of contractual statements made electronically, do not have to be applied for contracts concluded via email or equivalent personal means of communication.*

*(2) In the case of a contract concluded between the consumer and the business, agreements differing from the regulations of this chapter are void.*

8.2. The Lessee may issue a complaint in the following ways: foremost, they should seek out the competent authority or branch of business, if they do not see any results, they should seek out the Lessor's management.

8.3. The present General Terms and Conditions of Contract are also available at the website: [www.toolsforrent.hu](http://www.toolsforrent.hu).



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