



## CONTAINER TRADING LTD. CO.

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### GENERAL LEASE CONDITIONS AND TERMS OF MOBILBOX KFT.

The words 'container' or 'containers' used herein this present general terms and conditions shall be considered as the 'subject of lease' in case the subject of the given lease contract is not container.

#### 1. Ownership

The container is owned by the Lessor, or the Lessor – upon the owner's permission – is entitled to lease the container.

#### 2. Right of usage

2.1. Lessor guarantees that third persons have no rights regarding the subject of the lease that may prevent or restrain the Lessee's usage, furthermore the subject of lease is adequate for contractual use. The Lessor shall be entitled to inspect the use pursuant to the provisions of the Civil Code.

2.2. The container(s) may only be used in accordance with its purpose and without the damage of the condition. In event of different use or in case the Lessee alters the condition of the container, or there is a danger of damage, and the Lessee shall not act according to the notice of the Lessor to remedy such situation, than the Lessor shall be entitled to terminate the agreement.

2.3. Obtaining and permanently keeping all permits ( especially government regulation, no. 312/2012. (XI. 8.) ,chapter no.IV and V. and government regulation about its modification, no. 262/2015. (IX. 14.) ) that may be deemed necessary for the deployment, usage and operation of the containers shall be the obligation and the expense of the Lessee.

#### 3. Handover

Handover shall take place with written minutes taken. Such minutes shall record the condition of the container, and it shall be signed by the parties (or their representatives present). The Lessee may inspect the subject of the contract prior to signing the lease contract at the premises of the Seller in order to check if it is in accordance with its demands. If the Lessee fails to inspect the container prior to signing the contract, than it shall not be entitled to raise any objection later.

In the case of return, on-site hand-over shall always be effected by visual inspection, and the parties shall accept as official the report of the competent container depot regarding the condition of the container. If the Lessee or its representative fails to arrange for handover on the spot, than parties shall accept the complete checking process by the competent container depot.



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### 4. Third parties

The possession of the container may not be passed over to third persons upon whatever title, and the Lessee shall be obliged to make sure that the container shall not come into the possession of third persons.

### 5. Marks on the container

The Lessee may not delete or alter the marks on the container.

### 6. Damages caused to third persons with the use of the container

The Lessor shall not be liable for any damages caused to third persons with the use of the container. The Lessee shall be obliged to indemnify the Lessor from any such claims upon first notice and settle such disputes and claims with such third persons for his own responsibility and cost.

### 7. Damages to the container

The container shall be returned in the same technical condition as it was handed over to the Lessee, however with view to the natural wear. With the exception of the natural wear, the Lessee shall be liable for all damages – regardless the cause – that may arise during the term when the container was in the possession of the Lessee. The Lessor may arrange the repairs on the Lessee's costs.

### 8. Lessors' claims

8.1. Claims for damages – unless otherwise agreed – shall be due immediately, upon the receipt of the damage invoice.

8.2. In event of default in payment the Seller shall be entitled to the late payment interest plus the fixed sum (for compensation of such late payment) set out in the Civil Code of Hungary („Ptk.”)

8.3. In event of delay of payment – if a claim enforcing company would be involved – the Seller shall be entitled to burden the costs (including, but not exclusive to: the fee of such company, success fee) to the Buyer and to collect such costs through claim enforcing company.

In event of delayed payment, the Lessor shall settle the costs first (including the costs arisen according to the above paragraph), than the default interest, and finally the due amount.



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### 9. Off-set, retention right, pledge, security

9.1. The Lessee shall have no right to off-set against the rent fee or demand for damages. The Lessee shall have no right for retention or pledge upon the containers for whatever reason.

9.2. The Lessor shall have retention right and pledge upon the valuables of the Lessee kept in the container up to the amount for the unpaid rent and any additional costs. In lack of otherwise stated, the Lessor may presume that the valuables found in the container are the property of the Lessee. The Lessee may verify with the notarised declaration of the actual owner of the valuables that such valuable is not owned by the Lessee.

#### **Security:**

The security deposited by the Lessee shall serve as security for all demands of the Lessor that may arise from the lease agreement. The Lessee shall not be entitled to any interest upon the amount of the security.

The Lessor may be entitled satisfy its due demand towards the Lessee directly from the security, with a prompt notice to the Lessee. Upon partial or total withdrawal from the security, the Lessee shall be – without any delay – obliged to fill-up the security to its original amount. The Lessor shall be entitled to terminate the contract with immediate effect if the Lessee fails to fulfil this obligation.

The Lessee shall not be entitled to off-set its overdue against the security.

### 10. Lease days

The first day of the lease is, when the container(s) is/are handed over to the Lessee. The last day of the lease in event of contract for definite term shall be last day of lease period, while in case of indefinite term, the 5<sup>th</sup> working day from the termination notice, presumed that the Lessee returns the container within deadline. All days started shall be considered as full leased day.

### 11. Termination, cancellation

11.1. Both Parties may terminate the indefinite term contract – if otherwise not agreed – with 5 working days written notice, without the need of reasoning the termination. The notice period shall be considered in working days and shall start on that working day when the notice is delivered to the addressee.

11.2. The lease for definite term may not be terminated with ordinary termination, only by mutual agreement of the parties.



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11.3. In event of termination/cancellation of the lease contract for what ever reason, the Lessor shall be entitled to claim and transport back the containers without any delay (regardless any objection from the Buyer), and to open the container, to ascertain and record in a minutes the value of the goods found in the container – without the invitation of any expert or evaluator.

The Lessor shall notify – if possible – the Lessee via telephone, fax or e-mail on the opening of the container (if closed) and the taking of the minutes, but the unsuccessful notification shall not be considered as an object to the opening of the container with minutes taken: in such event the opening and the evaluation may be carried out in the presence of the Lessor's representatives only. If, upon the estimation of the Lessor, the goods found in the container does not bear any significant value, than the Lessor shall be entitled to consider such goods as waste and throw away. The Lessor shall not be obliged to check the ownership of the goods found, nor it shall be obliged to check if there's any intellectual property right or copyright in connection with such goods, nor if such goods contain any personal, business or other secret or confidential information. The Lessor hereby explicitly excludes liability for the damages that may arise from the possible infringement of such rights.

The Lessor shall have pledge on the goods that shall come into its possession according to point 9.2 above. The Lessor shall act as liable holder for items that are considered by the Lessor with significant value. The Lessor shall be obliged to keep such items for a maximum period of 30 days, after this deadline it shall be entitled to sell, use or throw away such items.

11.4. If the Lessee cancels the contract prior to the handover, than it shall be obliged to refund the reasonable and justified costs arisen at the Lessor in connection with its preparations for the fulfilment of the lease, including, but not limited to: costs of set up, carrier's costs, penalty, demurrage etc.

### **12. Partial invalidity**

The invalidity of any part or point of the lease agreement or this present general terms and conditions shall not affect the validity of the remaining parts and points. The parties may decide mutually on the replacement of such invalid parts or points.

### **13. Miscellaneous**

13.1. This present general conditions and terms shall also be valid and used by the parties in connection with the lease of all moveable (above containers), including, but not limited to: container parts and furniture.



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13.2. Parties shall try to settle their disputes by way of peaceful conciliation. In lack of peaceful agreement, the parties stipulate the exclusive competence of Szentendre District Court for all disputes that fall within the competence of a city court. If the given dispute falls within the competence of a county court, than the parties shall not use CXXX of 2016 on the Code of Civil Procedure, with the stipulation of § 27 (1) of the Act (Pp) and the procedure of ordinary courts with jurisdiction and jurisdiction.

13.3. For all matters not regulated herein and for the interpretation of the present terms and conditions the provisions of the Hungarian law shall be applied.

I hereby acknowledge the above.

....., ..... 2024

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Lessee