General terms and conditions of rent

1. Start of rent, duty to report defects, acceptance of the RO
The non-terminable basic term of rent will begin on the first of the calendar quarter following delivery of the RO, or the first of the month if monthly payments have been agreed upon. Should the RO be delivered earlier, 1/30 of the monthly rate is to be paid every day of the interim period. The Lessee will inspect the RO and give notice of defects. The Lessee may only confirm delivery of the RO once the Lessee has ascertained that the delivery is complete and in a contractually acceptable condition.

In the event that at the time of delivery the RO has any defect that inhibits or materially reduces its suitability for the use for which it was intended, except where such defects were already known to the Lessee at the time of negotiation with the Supplier or easily recognizable, the Lessee shall refuse delivery and shall inform Supplier and Lessor at the earliest. In such cases, the validity of the rent contract shall be suspended, pending confirmation of such defects. If defects are not resolved within one (1) month from the date of this event, the Lessor shall consider the rent contract as terminated.

2. Extension, end of rent, return of the RO
the rent contract will be automatically renewed for a period of six (6) months if it is not terminated in writing by one of the parties at least three (3) months before expiry of the basic term of rent or of the renewal period. Upon termination of the rent contract – also if terminated prematurely – the Lessee shall return the RO to the Lessor in a functional and contractually acceptable condition. Any data belonging to the Lessee must be deleted in full.

The RO will be returned at the expense and risk of the Lessee to the Lessor's business address provided to the Lessee. If the RO is not returned on time, the Lessor is entitled, though not obliged, to arrange for the RO to be collected at the expense of the Lessee.

3. Delivery of RO
The Lessee shall freely select the RO from the Supplier and make the necessary arrangements for the supply and delivery of the RO to its location, which shall be identified to the Lessor.

Any sale and purchase terms and conditions shall be agreed by and between the Lessor and the Supplier. The Lessee will bear the cost of delivery in full.

4. Risk of loss, theft, destruction or damage, grenke protect servive, waiver of grenke protect service
Upon delivery of the RO, the Lessee shall bear the risk of loss, theft, destruction or damage of the RO. Such events shall not release the Lessee from its obligations under the rent contract.

Upon payment of the contractually agreed fee and unless the Lessee expressly waives the grenke Protect service as described below in this section, the Lessor shall bear the financial consequences instead of the Lessee in the event of loss, theft, damage or destruction of the RO from the date of delivery until the return of the RO, regardless of the cause, unless such damage is due to fault or gross negligence on the part of the Lessee.

The occurrence of such events shall not release the Lessee from its contractual obligations and in particular from the payment of the monthly rate. The grenke Protect service will automatically cease if the rent contract is terminated for any reason whatsoever.

grenke Protect shall not apply to
a) supplies of consumables and working materials, e. g. films, image and sound carriers and tools of all kinds;
b) data (machine-readable information) only if they are required for the basic functions of the RO (program data of operating systems or other equivalent data);
c) RO left in motor vehicles only if the RO is permanently installed in the vehicle interior or has been stored inconspicuously in the closed glove compartment or in the boot of the vehicle;
d) due to normal or premature wear and tear;
e) damage caused by willful acts of the Lessee.

In the event that the Lessee expressly waives grenke Protect service within 30 days of the commencement of the rent contract by notifying the Lessor via the contact details provided in the imprint, the Lessee acknowledges that from the date of delivery until the return of the RO, the Lessee shall be fully responsible for and shall bear all consequences, including the financial consequences, of the loss, theft, deterioration and destruction of the RO, irrespective of the cause. The risk of premature wear and tear shall also be borne by the Lessee.

The Lessor shall only be liable for gross negligence or recklessness if committed by its legal representatives or by its executive officers. This limitation of liability shall not apply in the event of breach of a material obligation under the rent contract. Except in the case of gross negligence or recklessness, the Lessor's liability shall be limited to the acquisition value of the RO and/or the license. In the event of damage for which neither party is liable, the Lessee will bear the costs to repair or replace the RO.

5. Insurance obligation in the event of exclusion of grenke Protect
in the event that the Lessee expressly waives the grenke Protect service in accordance with section 4, the Lessee shall indemnify the Lessor at the Lessee's own expense for the entire duration of the rent contract until the return of the RO against all consequences, in particular financial consequences, for which the Lessee is liable under the terms of the rent contract. In particular, in the event of a loss or damage to the RO, the Lessee guarantees the payment of an amount not less than the replacement value of the RO, so that the Lessor does not suffer any loss or damage in this respect.

In this context, the Lessee assigns to the Lessor all their rights arising from the contract(s) concluded with third parties relating to this warranty and those against the person responsible for the damage caused to the RO. Unless the Lessor has notified the Lessee of its intention to assert these claims itself, the Lessee shall bear the costs of asserting the claims on behalf of the Lessor in the event of a loss or damage and shall demand payment in favor of the Lessor.

The Lessee shall also take out and maintain third party liability insurance at its own expense for the entire duration of the rent contract.

6. Usage, costs and repairs
the Lessee shall abide by the supplier and manufacturer recommendations as well as regulatory requirements concerning the operation of the RO and will pay any fees relating to the use or possession of the RO and any other charges. The Lessee will maintain the RO in a contractually acceptable and functional condition (including procurement of the recommended updates) at its expense until it is returned to the Lessor; moreover, the Lessee will indemnify the Lessor against claims of any kind filed by third parties due to the set-up, operation or property rights concerning the RO. The RO may not be handed over to the Supplier or any third party except for the purposes of repair work and only for as long as necessary.

7. Liability, rights and obligations of the lessor in the event of defects, warranties
having arranged purchase of the RO from the supplier at the express request of the Lessee to receive such RO subject to these terms, the Lessor shall not be liable to pay the Lessee any compensation for damages in the event that the RO proves defective, or contains defects which inhibit its use or in the event that RO are not suitable for the use intended by the Lessee. In this regard, the Lessee hereby expressly waives all rights to make any claims against the Lessor for any compensation of damages as a result of these shortcomings. Lessee furthermore accepts that the Lessor is subrogating in the Lessee's favour any and all rights and liabilities whatsoever which the Lessor shall have vis-à-vis the supplier for the term of this contract.

8. Liability of the lessor
the Lessor itself will be liable for a defect if the Lessor, its representative or its vicarious agent has fraudulently concealed a defect or provided a guarantee, as well as in the following cases: the Lessor can always be held liable for compensation claims due to injuries to life, limb or health for which the Lessor is responsible. The same will apply to damage caused to property or a financial loss arising from gross fault on the part of the Lessor. With regard to a slightly negligent breach of duty, the Lessor will only be liable if a principal contractual duty has been breached and only if the damage was foreseeable. Such liability will be limited to 25 % of the net acquisition value of the RO. Liability in cases which are stringently provided for by statute will remain unaffected.

9. Transfer of rights and obligations
the Lessee may only transfer or pledge rights and obligations arising from this contract with the prior written permission of the Lessor.

In the event that the Lessor transfers its business to a third party, the Lessee shall be obliged to accept the assignment of this rent contract to the new Lessor, provided that such assignment will not entail any legal or financial disadvantages for the Lessee.

10. Invoices and payment methods
the Lessor provides single invoices for the amount due according to the rent contract. When the Lessor places these invoices in the customer portal, where they are available for download, and is requested to mail a hardcopy, it then charges EUR 8.00 plus VAT for each invoice so sent. This does not apply if local laws require that the invoice be sent in paper form.

The Lessee authorises the Lessor to take payment of amounts due by direct debit in accordance with the enclosed SEPA direct debit mandate. The Lessor will inform the Lessee of the forthcoming direct debit payment at least five (5) calendar days before said payment becomes due by sending them advance notice. In respect of recurring direct debits of the same amount, it is sufficient to issue one-off advance notice.

11. Exchange of the ro, premature termination
In certain circumstances, the Lessee may request the exchange of the RO in accordance with the "Exchange Policy" of the Lessor which can be found on the link at www.grenke.com.mt/terms-and-conditions.

In the event that the Lessee is in default of any of the obligations in terms of this rent contract, the Lessor shall be entitled to terminate with immediate effect. In cases where the Lessor elects to terminate the rent contract due to the default of the Lessee, the Lessee shall return the RO to the Lessor with immediate effect, at the Lessee's expense, and the Lessee shall be bound to pay the arrears and an immitigable penalty equivalent to the aggregate of the monthly rent which would have been due until the end of the rent contract by way of pre-liquidated damages together with interests in accordance with Directive 2011/7/EU as incorporated into Maltese Law by virtue of L.N. 272 of 2012.

The Lessee may terminate the rent contract prematurely by giving three (3) months' notice in writing to the Lessor. The early termination shall take effect at the earliest eight months before the end of the basic term of rent in the case of a basic term of rent of 36 months; at the earliest nine months before the end of the basic term of rent in the case of a basic term of rent of 42 months, and at the earliest ten months before the end of the basic term of rent in the case of a basic term of rent of 48 months. Early termination shall only be effective if the Lessee has paid all monthly rates due in full and has returned the RO to the Lessor's business address in a functional and contractually agreed condition at its own expense and risk. All monthly rates are due which would have been payable if the Lessee had not terminated the rent contract prematurely.

In the event that the Lessee does not return the RO with immediate effect, the Lessee shall pay to the Lessor 1/30 of the agreed base monthly rate for each additional day of detaining the RO.

If the Lessee dies, then its heir is not entitled to terminate the rent contract for cause.

12. Agreements with third parties
any amendments or supplements to this rent contract may only be agreed directly between the Lessor and the Lessee. Agreements concluded between the Lessee and the Supplier do not give rise to any rights and obligations on the part of the Lessor.

13. Data protection
the Lessor as the responsible for data processing and data collection is obliged to provide information about data processing and data collection to the Lessee. The Lessor fulfils this obligation by providing the data protection information. These can be accessed in its current version at www.grenke.com.mt/dataprotection. In addition, they can be requested by email, telephone or postal mail under the information listed in the imprint.

14. Goverining law and jurisdiction
the rent contract shall be governed and construed in terms of Maltese Law. Any dispute in relation to any matter relating to this rent contract shall be settled by an arbitration in accordance to the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre, subject to one (1) arbitrator. Arbitration proceedings shall take place in Malta and in the English language.

X Signature

Date, Signature of the Lessee