

**CONDITIONS
OF THE AGREEMENT
ON DAMAGE RISK PROTECTION**

1. Definitions

- 1.1. **Deed** – Inventory transfer-acceptance deed by which private limited liability company UAB Bokšteli.lt, as the Lessor, confirms the fact of transfer of the Inventory to the Lessee and the ordering of the Inventory damage risk protection as a service, and the Lessee's obligation to comply with the conditions set out in the insurance company's general and special parts on the specialised machinery insurance of specialised machinery, in the instructions for the use of the Inventory, and in the Contract and this Agreement.
- 1.2. **Inventory** – inventory owned or used by UAB Bokšteli.lt as specialised machinery.
- 1.3. **Lessor** – a person who has concluded an Inventory Lease Agreement with UAB Bokšteli.lt, on the basis of which UAB Bokšteli.lt undertook to transfer the inventory belonging to UAB Bokšteli.lt for temporary use and management, in return for payment, and the person undertook to pay the rent.
- 1.4. **Lessee** – UAB Bokšteli.lt, legal entity code 304408130, registered address: Kaunas district municipality, Domeikava elderate, Domeikava vil., Pakalnės st. 5D.
- 1.5. **Service** – the service of inventory damage risk protection service.
- 1.6. **Invoice** – for the purposes of this Agreement, it shall be deemed to be the accounting performance document submitted by the Lessor for payment to the Lessee in connection with the purchase of Inventory Rental and Inventory Damage Risk Protection Services.
- 1.7. **Agreement** – the Agreement on the Inventory Damage Risk Protection is based on these terms and conditions and on the Deed.
- 1.8. **Contract** – Inventory rental agreement between UAB Bokšteli.lt (Lessor) and a person (Lessee).
- 1.9. **Rules** – all risks of damage and their compensation conditions are described in detail on the website <https://bokstelis.lt/en/damage-risk-protection> of UAB Bokšteli.lt.
- 1.10. **Parties** – a Lessor and a Lessee. A Party – a Lessor and the Lessee individually.

2. General conditions

2.1. The Parties, taking into account that:

- 2.1.1. The parties agreed that during the period of Inventory rental, the Lessee shall be obliged to keep the rented Inventory in good order, to return the Inventory in a condition not worse than that in which it was at the beginning of the rental period, excluding normal wear and tear, and to carry out, at the Lessee's own expense, repairs to it;

2.1.2. The Parties agree that the Lessee shall be liable in all cases for loss and/or damage to the Inventory and shall reimburse the value of the lost (damaged, deteriorated) Inventory or the value of individual parts thereof;

2.1.3. The Lessee is and remains responsible for the Inventory, but wishes to reduce the risk of loss by the amount of the indemnity in the event of damage or loss of the Inventory;

have entered into this Agreement, pursuant to which the Lessor undertakes to provide the Service to the Lessee's leased Inventory on the terms and conditions set out in the Agreement, and the Lessee undertakes to abide by the obligations assumed and to pay the fee, set out in Clause 4.1 of the Agreement, for the Service.

3. Validity of the Service

3.1. The term of the Service shall be the Inventory Rental Period as specified in the Deed. In the event that the Inventory is rented for a longer period than that specified in the Deed, the term of the Service and the fee shall be extended automatically.

3.2. The ordering of the Service and the commitment to comply with the provisions of the Agreement shall be confirmed by a Deed. The Service shall only be valid if the Lessee complies with the Instructions for Use of the Inventory, which are available on the website www.bokstelis.it, **the Rules**, which are available on <https://bokstelis.it/en/damage-risk-protection>, the terms of the Contract and this Agreement, and the event of damage to the Inventory shall be considered a compensable event in accordance with the said Rules.

4. Fee and Payment Procedure

4.1. The amount of the service fee for each piece of the Inventory shall be set out in the Transfer-Acceptance Deed and shall be calculated for each rental day of the relevant Inventory. The service fee shall be calculated and indicated in the Invoice issued for the rental of the Inventory for the rental period of the Inventory.

4.2. In the event of the Lessee's proper and timely fulfilment of the conditions set out in Clause 3.2 of the Agreement, the amount of the Lessee's indemnity (deductible) shall be the amount of the monies set out in the Transfer-Acceptance Deed.

4.3. The Lessee shall reimburse the amount of the damage referred to in Clause 4.2 not later than within **[15]** days from the date of the Lessor's request by transferring the relevant amount by means of a payment order to the bank account specified by the Lessor.

4.4. By paying the Invoice, the Lessee confirms that the Service(s) have been provided to him in a proper and timely manner by duly authorised persons.

5. Parties' rights and duties

5.1. The Lessee undertakes:

- 5.1.1. to comply with the terms and conditions set out in the **Rules** available at <https://bokstelis.lt/en/damage-risk-protection> , the Instructions for the Use of the Inventory available at www.bokstelis.lt, the Contract and this Agreement.
 - 5.1.2. provide the Lessor with any information requested by him. The information provided by the Lessee about the facts and other circumstances of the damage shall be true, complete and not misleading;
 - 5.1.3. deliver the damaged Inventory to the nearest or other point (place) specified by the Lessor for detailed inspection or repair, unless the Lessor specifies otherwise in writing. The Lessor may also come to inspect the damaged Inventory at the place of damage;
- 5.2. The Lessor undertakes:
- 5.2.1. To provide the Service to the Lessee in accordance with its obligations under Clause 5.1 and subject to the terms of this Agreement, to mitigate the Lessee's risk of loss in the event of damage to or loss of the Inventory;
 - 5.2.2. The Lessee's compliance with its obligations under Clause 5.1 and following the terms of this Agreement shall not give the insurance company, that insured the Inventory, recourse against the Lessee in respect of any damage to the Inventory, except in the case of the Lessee's wilful act.

6. Responsibility

- 6.1. The Lessor shall have the right to claim from the Lessee, in addition to the amount of the indemnity (franchise), additional damages or to refuse to provide the Service in the event that the Lessee has failed to comply with his/her obligations and/or fails to comply with any of the other conditions set out in sub-clause 5.1 (at least one of the conditions of the franchise shall be sufficient for the non-compliance with the franchise or the failure or inadequate fulfilment of any one of them), and/or in case the occurrence of the event is uninsurable in accordance with the **Rules**.

7. Final provisions

- 7.1. This Agreement shall be considered as an integral part of the Contract. The provisions of the Contract concerning liability for loss of and/or damage to the Inventory shall apply to the extent that such matters are not covered by this Agreement and **the Rules published** by the Lessor. In the event of any conflict between the provisions of the Contract and the Agreement regarding liability for loss of and/or damage to the Inventory, the provisions of the Agreement shall prevail.
- 7.2. The Parties agree that in accordance with Clause 3.2 of the Agreement, the employees or agents (carriers) designated by the Lessee, who are entitled to pick up and return the Inventory, to sign the Transfer-Acceptance Deeds, the Acceptance-Return Deeds¹ shall have the right to

¹ In the event that the Lessee fails to provide or update the relevant list of employees (as provided for in Clause 3.2 of the Contract), the signature of any employee of the Lessee on the Deed of Transfer-Acceptance / Acceptance-Return shall be deemed to be a confirmation of the facts of the acceptance and/or return of the Inventory.

choose whether or not to lease the Inventory and to provide the Service to the Lessee in question in the context of the representation of the Lessee's interests as provided by the parties in this Agreement. For the purposes of this Agreement, the respective choices/approvals made by the Lessee's representatives shall be deemed to be made by the Lessee represented by such representative(s) and shall not be deemed to have any adverse consequences for the Landlord. In the event that the Lessee replaces its representative or its representative is unable to perform his/her duties, the Lessee shall, as the case may be, promptly and duly notify the Lessor of the replacement of its representative(s).

- 7.3. All notices and other communications between the Parties under this Agreement may be given electronically at the e-mail addresses specified by the Parties, including correspondence required by this Agreement to be in writing. The Parties acknowledge that correspondence by electronic means shall be deemed to be an appropriate means of exchanging documents necessary for the performance of this Agreement. In the absence of notification from either Party of a change of contact email, all notices and other information referred to in this paragraph shall be deemed to have been duly received by the Party on the date of sending of the email. The Parties agree that any notices shall be deemed to have been given to the other Party on the date of sending the email unless an automated server notification is received that the email has not reached the recipient.
- 7.4. The Parties declare that this Agreement has been entered into on the basis of an assessment of true intentions of the Parties, has been entered into freely and without pressure, and has been entered into in accordance with the principles of honesty, fairness and reasonableness.
- 7.5. This Agreement enters into force at the day of selecting this Service in the Deed and signing the Deed.
- 7.6. By signing the Deed, the Lessee confirms that he/she has carefully read the Terms and Conditions (publicly available at <https://bokstelis.lt/en/damage-risk-protection>), the terms of this Agreement and undertakes to comply with them.
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