

Article 1 General

1.1 Any hire arrangement is subject to these General Terms and Conditions, insofar as the hire contract does not impose any additional written conditions contrary to the General Terms and Conditions.

Article 2 Semi-trailer Specifications

2.1 The type of semi-trailer, the technical equipment and the number of semi-trailers made available by the Hire Company are governed by the hire contract.

2.2 The Hire Company may substitute the semi-trailers hired out during the hire period with others of a similar type and with similar equipment, taking into account the age and mileage of the semi-trailers.

Article 3 Report on the reception and return of semi-trailers

3.1 The Hire Company shall make out a Reception Report on taking delivery of the semi-trailer from the Hire Company. A specific Reception Report will be made for each semi-trailer hired. Said Reception Report shall set out any special terms annexed to the contract and detail the technical state of the semi-trailer at the time of delivery. The terms and statements shall be binding on both parties. The Reception Report shall contain confirmation of the documents provided on delivery and that must be handed in when the semi-trailer is returned.

3.2 A Return Report will be made of the semi-trailer's technical state when the Hirer returns the semi-trailer. Should the Semi-Trailer registration certificate, technical data or number plates be missing or unusable whether in whole or in part, the Hirer shall bear the cost of replacing these up to a maximum of € 300 (semi-trailer registration certificate and technical sheet, including management fees). Any such defects shall be stated in the Return Report.

3.3 Both the Reception Report and Return Report must be signed by the Hirer or its legal representative and the Hire Company or its legal representative. The Hirer shall ensure that any person authorized by him regarding the collection and/or return of the semi-trailer is empowered by him to sign the corresponding report. If the person picking up the hired semi-trailer is an employee of the Hirer's company, such authorization shall be deemed to be granted.

3.4 The Hirer undertakes that all such person's statements to and acts before the Hire Company shall be legally binding on the Hirer, who hereby renounces any check or counter-claim against the Hire Company in this respect.

Article 4 Duration and Termination of the hire contract

4.1 The hire period begins on the day on which the semi-trailer is delivered and ends within the period set out in the Hire contract. Non-payment of the monthly instalments will automatically terminate the contract without prior notice by the Hire Company to the Hirer.

4.2 The return of the semi-trailer in a proper state and replacement of any lost or damaged documents shall be the responsibility of the Hirer.

4.3 The contractual terms shall determine the period of notice given for rescinding the Hire contract.

4.4 The semi-trailer shall be returned to the same place from where the semi-trailer was picked up save when the Hire Company agrees in writing to another place for said return.

4.5 If the contract is terminated, the rights and obligations of both Parties shall remain unchanged until the return of the semi-trailer in proper technical state and outward appearance. The Hirer shall continue to incur the monthly hire costs until said return. The Hirer shall remain liable until the remaining contractual obligations have been fulfilled.

4.6 Once a new semi-trailer has been manufactured/finished, the Hirer will be notified that he should make arrangements to pick it up. After 15 calendar days have elapsed from said notification, the Hire Company will begin to invoice the Hirer, whether or not the latter has picked the semi-trailer up.

Article 5 Hire

5.1 The provisions set out in the Hire contract shall apply to hire instalments, insurance premiums, and reporting fees.

5.2 In the event that the installed mileage meter has been damaged or lost, the Hirer shall bear all costs of repairing or replacing the same. The Hire Company reserves the right to prove the existence of further damage in individual cases. The Hirer shall be liable to pay for any such damage. In the event of damage to or loss of the mileage meter and in order to calculate the actual distance covered by the semi-trailer during the Hire contract, both Parties agree that the settlement shall be based on a distance of 400 kilometers per day from the time the semi-trailer was picked up unless the Hirer can prove a lesser distance was covered.

5.3 One month's hire and the additional costs must be paid in advance. In the first month, hire is calculated on a pro rata basis, and then for each month in advance even when the stipulated hire period ends during the month. The same payment scheme shall apply to any extensions to the hire contract. The hire instalment and additional costs shall be paid immediately after the issue of the invoice.

5.5 On signing the hire contract, the Hirer undertakes to pay by direct bank debit, instructing his bank to pay the Hire Company's invoices.

5.6 If there is a delay in making payment, the Hire Company may demand interest on the outstanding amount calculated at 2% per month. This is without prejudice to the Hire Company's right to claim other damages caused by the delay in payment.

5.7 An early return of the semi-trailer or limitation of its use during the hire period for reasons attributable to the Hirer, his employees or associates shall have no effect on the obligation to pay the stipulated hire instalments.

5.8 After twelve months, have elapsed from the commencement of the hire period, the Hire Company may adjust the hire price in the light of changes to Romania's Retail Price Index [CPI]. In such cases, the recalculated hire instalment shall take effect in the month following the date on which notification was given of the change. The same shall apply to six-monthly periods following earlier notification of the change to the hire instalments. This is without prejudice to the Hire Company's rights to raise the hire price in the light of specific cost increases in the market.

5.9 The Hirer undertakes to provide the Hire Company with reports on taxes and periodic updating of accounting information as and when the Hire Company may request, said information being used to update information on risk.

5.10 The Hire Company shall require the Hirer to pay a deposit to pick up the semi-trailer. If several semi-trailers are to be picked up, the deposit shall cover each one of the semi-trailers.

Article 6 Semi-trailer use maintenance

- 6.1** The Hirer undertakes to employ the semi-trailer solely for his own use and in a proper, logical and reasonable manner. The Hirer's duties shall include but not be limited to the following:
- To comply with the laws and other regulations applicable in the countries where the Hirer uses the semi-trailer;
 - To limit the use of the semi-trailer to Continental Europe (including the European part of Russia), except where otherwise agreed in writing;
 - To use the semi-trailer diligently and in particular, to protect it from over-demanding jobs or use. This implies, in particular but not exclusively, the observance of limits on semi-trailer payload, the mandatory use of EBS and ABS connections and forbidding hairpin turns ('jack-knifing' type manoeuvres);
 - To comply with maintenance manuals and the manufacturer's recommendations for use, ensuring routine maintenance tasks are carried out (for example, checking tires are properly inflated);
 - Take regular, proper care of the semi-trailer, which involves washing it should it get very dirty;
 - Only use suitable tractors and semi-trailers to tow the semi-trailer;
 - To keep the semi-trailer and cargo in a good state and in particular to make any repairs that may be needed,
 - To use only brand-new spares from the semi-trailer manufacturer or spares certified by the manufacturer as of the same quality, unless otherwise agreed in writing;
 - To carry out technical checks within the legally-stipulated time frame (technical inspection of semi-trailers, overhaul of temperature monitors (thermographs) and ATP checks);
 - To hold the Hire Company harmless from all claims for damages, prejudice, expenses, taxes and fines regardless of the legal reasons for them where these arise from the use made of the semi-trailer, save where such claims stem from proven manufacturing defects in the equipment supplied.
 - To not use the semi-trailer for transporting goods, materials or products that render the semi-trailer useless for transporting other materials or that diminish the semi-trailer's utility;
 - To ensure that semi-trailers are properly supported on their supporting legs and, if necessary, with additional supports to prevent roll-overs, falls, etc.
- 6.2** In the event that technical maintenance of semi-trailers (axles, tires, brakes, and general mechanics) is borne by the Hirer, the Hirer shall carry out the corresponding annual checks, following the manufacturer's maintenance program. Such maintenance will be performed by the official services network approved by Heisterkamp Trailer Rental. Failing this, the Hirer shall submit an annual report to the Hire Company. The report takes the form of check list covering the state of axles, tires and brakes, plus any graphic evidence and/or documentation of repairs and the state of components as the Hire Company may deem fit.
- 6.3** Any breach of these rules shall constitute breach of contract by the Hirer and thus rescission of the contract.
- 6.4** Likewise, if it comes to the Hire Company's notice that the Hirer is making use of the semi-trailer in a way that runs counter to the spirit and letter of the contract, the Hire Company may rescind the contract and avail itself of legal remedies for any damage or faults arising from the Hirer's actions.

Article 7 Technical state

- 7.1** The semi-trailer shall be delivered to the Hirer in proper technical state. Said state shall be confirmed by the Hirer's signature on the delivery form.
- 7.2** The semi-trailer must be returned in proper technical state, taking account normal wear and tear.
- 7.3** If the Hirer returns the semi-trailer in a damaged state, the Hire Company shall repair the damage documented in the Return Report and charge the Hirer with the cost of doing so.
- 7.4** These repair bills shall be paid immediately on issue of the corresponding invoices.

Article 8 Tires, brakes

- 8.1** Insofar as no contrary agreement is set out in the Hire contract, the cost of wear and tear to tires and brakes shall be borne by the Hirer. Settlement shall be made on the basis of the applicable price at any given moment.
- 8.2** If tires need changing during the Hire Period, the new tires must of the same kind and brand as those on the semi-trailer at delivery (an equivalent brand may only be used if it is of the same quality).
- 8.3** In any event, the Hire Company reserves the right to replace the tires fitted by the Hirer but which do not meet the conditions set out above. In such case, the Hirer shall pay the cost incurred by the Hire Company of replacing said tires.
- 8.4** The Hirer shall be liable for damage to the braking system, whether caused by negligence or misuse on the Hirer's part.
- 8.5** The tires must be returned in the state set out in article 3 of these terms. The Hirer shall pay 33 Euros for each millimeter of tire wear.

Article 9 Breakdown, accident or theft

- 9.1** In the event of a breakdown, accident, total loss or theft of the semi-trailer, the Hirer must notify the Hire Company within 48 hours.
- 9.2** In case of theft, the Hirer will furnish administrative certification confirming that the authorities have been informed of the loss (police statement) and that measures have been taken to track down the semi-trailer. Until the Hirer obtains said certification and the insurance company accepts the loss or theft, the semi-trailer is considered to be on hire and the Hirer therefore remains liable to pay the hire instalments.
- 9.3** The declaration of total loss of the semi-trailer entitles the Hire Company to rescind the contract.

Article 10 Insurance

- 10.1** The semi-trailer is insured by the Hire Company to cover Civil Liability as required by the legislation in force. There is, on request of the Hirer, also coverage of damage to the semi-trailer with an exemption for which the Hirer is liable.
- 10.2** If the accident rate is equal to or greater than 90% for two years in a row, the Hirer may raise the hire price to cover said contingency or require the Hirer to contract Civil Liability Insurance and bear the cost of doing so.

Article 11 Taxes

11.1 Insofar as the Hire Company pays other fees and taxes arising from possession or use of the semi-trailer, all such expenses shall be borne by the Hirer during the Hire Period. Any costs arising from any changes to semi-trailer taxes and relevant laws and regulations in Romania shall be expressly borne by the Hirer.

Article 12 Liability

12.1 During the Hire Period, the Hirer bears sole liability for the possession and use of the semi-trailer.

12.2 The Hire Company shall only be liable should he be guilty of willful misconduct and gross negligence. Responsibility for vicarious agents is limited to the amount of typically foreseeable damage. However, damage attributable to the Hire Company's ambit of risk is expressly excluded at all times. In no case shall there be any obligation on the Hirer to make good said damage whether caused directly or indirectly.

Article 13 Exceptional rescission of the contract

13.1 In the circumstances set out below and where there is another just cause, the Hire Company may rescind the contract without prior notification. In such case, the Hirer must pay the cost of the semi-trailer immediately. The Hirer expressly accepts and in the form of a negotiated clause that the Hire Company may unilaterally rescind the contract under the following circumstances:

- * The Hirer is over a month late in paying the hire invoice whether in part or in whole;
- * The Hirer stops paying;
- * Request for proceedings to suspend payments or a meeting of creditors concerning the Hirer's assets;
- * The Hirer requests a moratorium or other out-of-court settlement against creditors;
- * The occurrence of certain events (for example execution against assets or the protesting of payable instruments) that give cause to think that the Hirer will not meet his financial obligations;
- * The Hirer ends his business and/or the Hirer does not meet his remaining obligations under the contract, notwithstanding warnings made by the Hire Company;
- * Other causes included in these terms.

13.2 In these cases, the Hirer shall be liable for damages and prejudice incurred by the Hire Company in connection with the outstanding amounts accruing during the whole hire period.

13.3 Under the terms of the contract, the Hirer solemnly undertakes to immediately return all hired trailers in the event that the Hire Company unilaterally rescinds the contract under one or more of the clauses set out in this article.

13.4 Any costs of transport, storage, insurance and maintenance incurred in recovering the semi-trailer shall be borne by the Hirer. All other expenses incurred by the Hire Company in rescinding the contract shall also be borne by the Hirer. This is without prejudice to any other claims the Hire Company may make for damages.

13.5 The foregoing does not exclude any other claims the Hire Company may make for damages and harm.

Article 14 Early termination

14.1 In the event that the Hirer or the Hire Company terminates the contract early after receiving the trailer or other hired asset and that the cause(s) of said termination is(are) solely attributable to the Hirer, the Hirer shall pay the Hire Company the following quantities by way of penalties:

- a) If early termination of the contract occurs in the first year, the Hirer shall pay a penalty of seventy per cent (70%) of the outstanding monthly rents accruing from the date on which the contract is actually terminated to the envisaged termination date stated in the contract;
- b) If early termination of the contract occurs in the second year, the Hirer shall pay a penalty of sixty per cent (60%) of the outstanding monthly rents accruing from the date on which the contract is actually terminated to the envisaged termination date stated in the contract;
- c) If early termination of the contract occurs in the third year or successive years, the Hirer shall pay a penalty of fifty per cent (50%) of the outstanding monthly rents accruing from the date on which the contract is actually terminated to the envisaged termination date stated in the contract.

Article 15 Compensation and retention

15.1 The Hire Company may offset or retain amounts paid on account by the Hirer (such as the deposit) in the event of non-payment and/or breach of the financial obligations in this contract by the Hirer.

15.2 Similarly, the Hire Company shall have the right to retain monies in the event that the Hirer does not pay invoices for maintenance and repairs of hired semi-trailers as stipulated in the contract. The Hire Company shall also have the right to seize semi-trailers where hire instalments are not paid. Said seizure does not require prior notice providing that the Hire Company has notified (or attempted to notify) the Hirer at the address specified for notification purposes that the contract has been unilaterally rescinded.

15.4 Under no circumstances shall the Hirer be entitled to retain the hired semi-trailer(s) regardless of the legal grounds.

Article 16 Property - possession

16.1 The semi-trailer shall remain the exclusive property of the Hire Company. In no case, shall the Hirer have the right to make modification or other changes to the semi-trailer or to remove or destroy identifying signs. Should damage to the identifying signs occur, the Hirer shall inform the Hire Company immediately of the circumstances surrounding said damage and shall repair it following the Hire Company's instructions. The Hirer hereby undertakes by virtue of this freely-negotiated clause to immediately return the hired semi-trailers in the event of unilateral rescission for any of the causes envisaged in the contract

16.2 The Hirer is obliged to allow the Hire Company to inspect the semi-trailer at any given time. The Hire Company shall strive to act in good faith so as to cause the least disruption to the Hirer's business activity as reasonably possible.

16.3 If the semi-trailer is the subject of a pledge or a Third Party opposes other rights, the Hirer shall act to stay execution and immediately notify the Hire Company of said circumstances.

- 16.4** The Hirer shall not assign this contract whether in whole or in part nor subrogate the rights and obligations arising from it to third parties without the Hire Company's prior, written consent. In the event of transfer to a Third Party by the Hirer, a 5000 Euros waiver shall apply for total loss or theft. All expenses incurred as a result of the transfer to a Third Part of rights under this contract shall be borne by the Hirer.
- 16.5** In addition, the Hire Company may terminate the contract without notice when the bank refinancing contract is ended early, for example by virtue of an exceptional rescission.

Article 17 Final provisions

- 17.1** Any agreements other than those set out in these General Terms must be stated in writing if they are to take legal effect.
- 17.2** Should any of the provisions of these General Terms be rendered null and void, the remaining provisions shall remain in force. The invalidated clause must be replaced by a valid clause that best reflects the original financial aim.
- 17.3** These general contract terms and all contracts covered by the General Contractual Terms shall be governed by the laws of Romania.
- 17.4** The parties agree to resolve any differences arising in the interpretation and enforcement of this contract, expressly waive their own jurisdiction and submit to the jurisdiction of the courts of the city of Cluj Napoca, except in cases that the civil procedure act expressly requires mandatory submission to a given court.