

General Terms and Conditions of Lease

1. Commencement date, acceptance of the Leased Object(s) and obligation to report defects

The Initial Term shall commence on the first day of the Gregorian calendar quarter (i.e. 01 January, 01 April, 01 July, 01 October) following the date of delivery of the Leased Object(s) (meaning all objects/items covered under the Contract) in case, the Lessee has to pay the Leasing Fee quarterly in advance and shall commence on the first day of the next calendar month in case, the Lessee has to pay the Leasing Fee on a monthly basis ("Commencement Date").

The Lessee has to pay 1/30 (One Thirtieth) of the monthly Leasing Fee for each day of the interim period between delivery of the Leased Object(s) and Commencement Date. During this interim period, the Lessee's obligations under the Contract including these General Terms and Conditions of Lease ("GTC") shall apply mutatis mutandis.

The Lessee undertakes to sign without delay the delivery confirmation in the form as provided by the Lessor ("Delivery Confirmation") and thereby confirms receipt, inspection and proper condition of the Leased Object(s). The Delivery Confirmation must be handed over to the Lessor.

The Lessee undertakes to thoroughly inspect the Leased Object(s) immediately upon delivery, to check the Leased Object(s) for completeness and defects, if any, and compliance with the conditions stipulated in the lease contract between the Lessee and the Lessor ("Contract") and in the purchase agreement with the Reseller/Supplier for the Leased Object(s) (the "Purchase Agreement") and shall immediately give notice to the Lessor in case of any (potential) defect. The Lessee must not confirm delivery of the Leased Object(s) unless he/she has ascertained that delivery of all Leased Object(s) is complete and in the condition as agreed under the respective Contract and/or Purchase Agreement. Upon Lessor's first request to do so, the Leased Object(s) is to be marked visibly as being owned by the Lessor.

2. Term, Termination and return of the Leased Object(s)

The Contract shall be automatically renewed for further periods of each 6 (Six) months, unless terminated in writing by the Lessor or the Lessee at least 3 (Three) months prior to the end of the initial term as set out in the Contract ("Initial Term") or any renewal thereof. The Lessee herewith waives its rights to ordinary termination during the Initial Term to the extent permitted by applicable laws.

The Contract may be terminated forthwith and without prior notice by the Lessor in the event

- // the Lessee gave false information at the time of entering into the Contract or failed to disclose relevant information or facts;
- // the Lessee defaults the due observance or performance of any of its obligations under the Contract including these GTC including all amendments in connection therewith;
- // the Lessor has requested the Lessee to enter into or to renew insurance for the Leased Object(s) and the Lessee has failed to provide the Lessor with a respective and sufficient confirmation within 42 (Forty-two) calendar days from such request;
- // that the Lessee has exceeded the regular terms for payment or is otherwise in arrears with contractually agreed payments, outstanding leasing rates and other amounts for more than 14 (Fourteen) calendar days without the prior written consent of the Lessor;
- // of a change in the legal structure and/or ownership and/or senior management of the Lessee, given, that the Contract has been entered into by the Lessor in consideration of and in reliance on the person(s) actually constituting the ownership and senior management of the Lessee;
- // of the Lessee or a personally liable shareholder abandoning its residence or place of business in the United Arab Emirates;
- // the Lessee:
 - a) has filed a petition for bankruptcy or has taken steps to enter into liquidation or has been declared bankrupt or has become insolvent according to international accounting principles, or
 - b) enters into a deed or arrangement for the benefit of its creditors, or
 - c) is made subject to any other administrative or judicial order of control;
- // that the free performance of the Contract is substantially impaired by official orders with regard to money transfer, import or export of the Leased Object(s) or performance of the services forming an integral part of the Contract including these GTC and/or in any case of a Force Majeure event and this condition has persisted for a period of at least 180 (One Hundred Eighty) calendar days;
- // of demise of the Lessee.

In the event of the Lessor terminating the Contract without prior notice for a reason set out above, the Lessor shall be entitled to all payments under the Contract, covering the Initial Term and any renewal thereof, as the case may be. A one time lump sum administration fee of AED 1,000.00 (One Thousand) plus VAT will be charged to the Lessee in addition to all other claims, as the case may be, in case of any termination event for any reason whatsoever.

Upon termination of the Contract for any reason, the Lessee shall return the Leased Object(s) to the Lessor in a fully functional and acceptable condition in accordance with the Contract (meaning a proper, functional condition in consideration of the wear and tear caused by the contractually permitted use of the Leased Object(s)) and shall accordingly indemnify and hold the Lessor harmless, which shall include all expenses required to restore such condition, but capped at the current market value of the Leased Object(s).

Any data belonging to the Lessee must be removed or deleted in full and to such an extent making it impossible for third parties to restore the data.

The Leased Object(s) shall be returned at the expense and risk of the Lessee to the Lessor's business address provided in the Contract. If the Leased Object(s) is not returned in time, the Lessor is entitled, though not obliged, to arrange for a collection of the Leased Object(s) at the expense of the Lessee.

In addition, the Lessee shall pay to the Lessor 1/30 (One Thirtieth) of the monthly Leasing Fee as set out in the Contract for each day of delay from the date on which the Leased Object(s) was supposed to be returned to the Lessor and until the full return of all Leased Object(s) has taken place ("Delay Period"). The Lessee shall compensate the Lessor for any additional damage suffered from the Lessee's default. During the Delay Period, the Lessee's obligations under the Contract including these GTC shall apply mutatis mutandis.

Notwithstanding the above, the Lessor may request from the Lessee at any time during the Delay Period that the Lessee returns the Leased Object(s) within no later than 7 (Seven) calendar days; otherwise, the Lessor shall be entitled to refuse acceptance of the Leased Object(s) and claim from the Lessee an amount equal to the value, which the Leased Object(s) would have had in a fully functional and acceptable condition as per the Contract at that time in lieu thereof.

Nothing in these GTC shall prevent or preclude the Lessor from claiming compensation for additional damages suffered, if any.

3. Delivery and related rights and obligations of the lessee, lessor's right of withdrawal

The Lessee shall bear all transportation expenses related to delivery and return, assembly, installation and dismantling of the Leased Object(s) in relation to the Lessor. The same applies to services additionally agreed in the Contract (such as the delivery of

updates), which arise during the term of the Contract. In return, the Lessor shall assign to the Lessee all of the Lessor's rights (other than reimbursement or reduction of the purchase price) arising from the Purchase Agreement related to delivery effective as of the date of signature of the Contract by both parties.

The Lessee shall exercise and enforce (and, if necessary, take legal action) without delay the rights assigned to him/her and at the same time notify the Lessor in writing about any such enforcement. The Lessor shall be kept continually up to date by forwarding all relevant correspondence.

Notwithstanding the above, the Lessor is entitled (though not obliged) to withdraw from the Purchase Agreement without notice, in the event, that the Reseller/Supplier (i) has not handed over the Leased Object(s) to the Lessee (whether in full or in part) and/or (ii) has not handed over the Leased Object(s) to the Lessee in time.

4. Risk of accidental loss, destruction or deterioration

The Lessee bears the risk of accidental loss, destruction, deterioration, damage, theft and premature wear and tear and non-payment of the Leased Object(s) of any insurer, guarantor or other third party. Any such event will not release the Lessee from its obligations set forth in the Contract. In such an event the Lessee shall be entitled to terminate the Contract for cause by means of 21 (Twenty-one) calendar days' prior written notice subject to the terms of the Contract. However, the Lessor shall be placed in the same financial position as if the event had not occurred. This means either the obligation of the Lessee to settle all payments due and compensate the damage or to replace or repair the Leased Object(s).

If the Lessee does not make use of its right of termination, the Lessee needs to replace or repair the Leased Object(s). Lessor may, within an appropriate period of time and as its sole discretion, either procure the replacement itself at the expense of the Lessee, or commission the Lessee to procure the replacement or terminate the Contract. In case the Lessor procures the replacement, the Lessee shall be obligated to pay the costs of the replacement in advance, if the Lessor so requests. Should the Lessee refuse to make the advance payment or procure the replacement within 14 (Fourteen) calendar days after having been requested to do so by the Lessor, such failure or any related declaration of rejection of the Lessee shall be considered termination of the Contract.

In case of a partial accidental damage or the premature wear and tear of the Leased Object(s), the Lessee may request

// to either have the Leased Object(s) repaired at the Lessee's expense by the manufacturer, or a specialist workshop and to restore it to an agreed working condition, or
 // to terminate the Contract by means of written notice and subject to the terms of this Contract, including, without limitation the obligation to settle all payments. If the Lessee does not make use of its right of termination, it shall be obligated to make a repair order without delay, and to present the Lessor with the written authorization of the repair order immediately.

If the Lessee does not carry out these obligations, the Lessor is entitled to terminate the Contract forthwith and without prior notice. In any case, the Lessee is not entitled to request a reduction of the Leasing Fee and Art. 773 UAE Civil Code (UAE Federal Law No. 5/1985 as amended) shall not be applied.

5. Insurance, documentation and insurance benefits

The Lessor, in its capacity as the owner of the Leased Object(s), maintains a framework property insurance policy with a duly registered and licensed insurance company and the Lessee shall bear the cost of covering the Leased Object(s) under this policy. However, Lessee is entitled at all times (and shall be obliged to do so at the first request of the Lessor) to maintain its own property insurance with an insurer of its choice and expense.

The Lessee hereby assigns any claim arising from any insurance policy and against any potential injuring party to the Lessor. In the event of any damage occurring, the Lessee shall, at the first request of the Lessor to do so, file all claims on behalf of the Lessor at the Lessee's sole expense and claim payment to the Lessee, it being understood and agreed that all awarded payment shall actually be for the benefit of the Lessor and the Lessee shall transfer awarded payments for the benefit of the Lessor. Any excess provided for in an applicable insurance policy shall be borne by the Lessee.

6. Usage, costs and repairs

The Lessee confirms that the Lessee has selected the Leased Object(s) which is the subject matter of the Contract freely, of its own volition and at its own risk. The Lessee is obliged to pay the Leasing Fee; must settle all other payments under the Contract; and is not allowed to terminate the Contract in the event that the performance of the Contract entails evident harm

to the Lessee or its employees or if any event occurs which prevents the proper functioning of the Leased Object(s). Art. 781 para. 1 and 2 UAE Civil Code (UAE Federal Law No. 5/1985 as amended) shall not apply and Lessee hereby waives all respective rights.

The Lessee shall adhere to all recommendations of the Reseller/Supplier and the manufacturer, as well as to regulatory requirements concerning the operation of the Leased Object(s). As long as the Leased Object(s) is in the possession of the Lessee, the Lessee shall cover all fees, governmental levies and other charges in connection with the operation, use or possession of the Leased Object(s) and hold the Lessor harmless from any claims whatsoever, which third parties – including government institutions – might assert as a result of the installation, or the operation, or the property rights of the Leased Object(s).

During the term of the Contract and until return of the Leased Object(s) to the Lessor, the Lessee shall maintain the Leased Object(s) in a fully functional and acceptable condition in accordance with the Contract (which shall include, without limitation, the procurement of any recommended update) at the sole expense of the Lessee.

The Lessee shall indemnify the Lessor against any and all claims raised by third parties in relation to the set-up, the operation, use or any property right of the Leased Object(s).

Other than for the purpose of repair works and strictly limited to the time required to perform them, the Leased Object(s) must not be handed over to the Reseller/Supplier or to any other third party.

The Lessee requires the written consent of the Lessor to alter the Leased Object(s) and if the Lessee alters the Leased Object(s), such alteration must not be permanent and must be reversed upon termination of the Contract. The Lessee accordingly indemnifies and holds the Lessor harmless and must pay compensation if the Lessee defaults this obligation. Fixtures and/or improvements, if any, will pass into the ownership of the Lessor, subject to the Lessor's approval.

In the event the Leased Object(s) is affixed to land or a building, this will be done for a temporary purpose and with the intention of disconnecting it upon termination of the Contract, so that the Leased Object(s) will not become the property of the owner of the land or property. The Lessee must ensure that the Leased Object(s) can be removed and accordingly indemnifies and keeps the Lessor harmless. The Lessee undertakes to provide the Lessor a written statement

of the owner of the land or property to the effect that the owner consents temporary affixing of the Leased Object(s) and that the owner considers the Leased Object(s) to be fixed temporarily and not permanently.

The Lessee requires the written consent of the Lessor to change the location (including the surroundings) of the Leased Object(s), unless the Lessee has the duty to repair the property and provided that the Lessee causes no loss to the Lessor.

The Lessee hereby explicitly agrees that the Lessor or any third party so appointed by the Lessor is irrevocably authorized to inspect the Leased Object(s) at any time during usual business hours (in accordance with general customs in the UAE) and, in the event of a payment default by the Lessee or in the event of the Lessee being in breach of any provision of the Contract or these GTC to take possession of and to remove the Leased Object(s) and any machinery and equipment owned by the Lessor, without notice to or consent of the Lessee, and for that purpose, enter upon any premises owned or leased by the Lessee or such other place where the Leased Object(s) or the machinery and equipment is stored without liability for any damages occasioned thereby.

Furthermore, the Lessee must provide the Lessor an irrevocable waiver of the Lessee's landlord of the premises where the Lessee intends to keep the Leased Object(s) on the Lessee's landlord's lien with regard to the Leased Object(s) in favour of the Lessor at the time of signature of the Contract. The Lessee must promptly notify the Lessor in writing, if the Lessee changes the permanent physical location of the Leased Object(s) (which must always remain inside the UAE) and such notice must be accompanied by a respective waiver as set out afore of the Lessee's future landlord.

The Lessee is obliged to inform the Lessor about all potential impact on the Leased Object(s) without delay. In particular, the Lessee has to report immediately any imminent or already completed enforcement with respect of the Leased Object(s) or the property, on which the Leased Object(s) is located, to forward the protocol of seizure, and to disclose the name and address of the creditor pursuing the enforcement. The Lessee shall bear the costs incurred by measures to ward off the access of third parties.

7. Liability, rights and obligations of the lessor in the event of defects, warranties and default of the lessee

The Lessee agrees that the Lessor does not assume any liability for any defect(s) of the Leased Object(s). In return, the Lessor assigns all of its rights other

than reimbursement or reduction of the purchase price arising from the Purchase Agreement related to any defect(s) as well as any warranty or guarantee in favour of the Lessee effective as of the date of signature of the Contract, subject to the approval of the Reseller/Supplier/Guarantor. In the event of any defect or any warranty event occurring, the Lessee must claim these rights immediately from the Reseller/Supplier/Guarantor. In the event the Reseller/Supplier/Guarantor reduces the purchase price or the Purchase Agreement is cancelled or terminated, the Lessee shall demand payment of all amounts to the Lessor directly. In the event the Purchase Agreement is rescinded or otherwise cancelled, the Lessee is not allowed to return the Leased Object(s) to the Reseller/Supplier or a Guarantor unless *pari passu* with the reimbursement of the purchase price to the Lessor.

The Lessee shall exercise and enforce (and, if necessary, take legal action) without delay such rights assigned to him/her regarding defects of the Leased Object(s), including the rights assigned to him/her regarding guarantees and/or warranties taken over for the Leased Object(s), and at the same time notify the Lessor in writing about the enforcement of such rights. The Lessor shall be kept continually informed by forwarding all relevant correspondence.

The Lessee must not refuse any payment under the Contract, unless (i) an attempt to repair the Leased Object(s) has been unsuccessful and (ii) the Reseller/Supplier has consented to reduce the purchase price under the Purchase Agreement or to cancel the Purchase Agreement or, in the event, that the Lessee has filed a court case against the Reseller/Supplier. The same shall apply with regard to any Guarantor granting a guarantee on the Leased Object(s), if any.

If repair costs exceed half of the Leased Object(s)' current market value, the Lessee may terminate the Contract with immediate effect by serving written notice. In such event, the Lessee shall indemnify the Lessor by restoring the position that would exist if the Contract had terminated after the Initial Term or after the current renewal (as the case may be) thereof and the damaging event had not occurred without limitation. Compensation must be used to repair or replace the Leased Object(s) or to compensate for any damage to the Leased Object(s).

With regard to defects of the Leased Object(s), obligations of the Lessee and time bars shall be applied in accordance with Art. 111 of UAE Federal Law No. 18/1993 (Commercial Transactions Law) with the

limitation that any rights of the Lessee relating to used Leased Object(s) shall be excluded. The Lessee who applies the conclusion of a Contract for used Leased Object(s) is aware of the increased risk of defects regarding used equipment and has to check the condition and functionality of the Leased Object(s) with particular care. The Lessor points out that the Lessor will not be liable for material defects of used Leased Object(s). In the event the Lessor is entitled to rights arising from defects or from guarantees with respect to the used Leased Object(s) against the Reseller/Supplier/Guarantor or a third party, the Lessor will assign these rights to the Lessee. The Lessor's liability for negligence is excluded subject to the operation of UAE law.

8. Transfer of rights and obligations, set-off, no purchase right

Unless explicitly otherwise set out in the Contract and/or these GTC, the Contract and/or the Leased Object(s) may not be transferred, purported, assigned, pledged or otherwise disposed, in whole or in part, by the Lessee under any circumstances.

The Lessee shall, at the Lessor's first request to do so, agree to and undertake all necessary steps to transfer any of the Lessor's rights and any of the Lessee's obligations under the Contract to any third party appointed by the Lessor.

The Lessee has no right to set-off any (alleged) claim in its favour, unless such claim (i) has been confirmed by the Lessor in writing or a final and enforceable judgment of a UAE court has been awarded to the Lessee and (ii) in either case, the claim to be set-off is directly connected to the Contract.

The Lessee shall at no time during or at the end of the Contract have the right to purchase the Leased Object(s) or otherwise obtain (full) ownership and must return the Leased Object(s) to the Lessor upon (premature) termination of the Contract why so ever. For the avoidance of doubt, the Lessee hereby confirms, understands and agrees that this lease is not a "Finance Lease", as defined under UAE Federal Law 8 of 2018, and that the Lessee shall at no time during or at the end of the lease have the right to purchase the Leased Object(s).

9. Invoices and Payment Methods, Administrative Fees, Delay Interest

The Lessor issues invoices for each transaction, which can be accessed in and downloaded from the Lessor's customer portal free of charge. The same applies, if picked up from the Lessor's office or are subject to AED 50.00 (Fifty) each plus VAT courier charges, if requested to be sent to the Lessee inside the UAE.

The Lessee must make all payments under the Contract by means of bank transfer to the Lessor's bank account or shall otherwise provide post-dated cheques in favour of the Lessor. In the latter case, cheques covering the entire Initial Term shall be issued for each payment due date (depending on whether quarterly or monthly payments have been agreed) and must be handed over to the Lessor at the time of signature of the Contract.

The Lessee agrees on the following administrative fees, which will be applied:

// Late payment fees:

1st Reminder: AED 50.00 (Fifty) plus VAT;

2nd Reminder: AED 100.00 (One Hundred) plus VAT;

3rd Reminder: AED 500.00 (Five Hundred) plus VAT;

// Amendments on payment plan AED 500.00 (Five Hundred) plus VAT in addition to delay interest, if any;

// Bounced Cheque: AED 500.00 (Five Hundred) plus VAT;

// Novation (transfer of Contract to new entity): AED 1,000.00 (One Thousand) plus VAT and subject to approval by Lessor.

Delay interest at a rate of 12 % (Twelve Percent) per Gregorian calendar year on any amount outstanding shall be applied pro rata from the first calendar day after the respective due date set forth in the Contract including these GTC until full and final settlement of such payment has taken place and without prejudice to any additional claims for damage.

Following any failure by the Lessee to meet any payment obligation under the Contract including these GTC, the Lessor, at its sole and own discretion, shall be entitled to demand full payment of all outstanding instalments for the remaining of the Initial Term and any renewal thereof, as the case may be, immediately.

In the event of arrears, payments of the Lessee shall first be offset against costs incurred by the Lessor, then against interest and then against the most mature outstanding amount. For the avoidance of doubt: all amounts set out herein are subject to VAT and other taxes, as the case may be.

10. Agreements with third parties, miscellaneous

The Contract and these GTC constitute the entire agreement of the Lessor and the Lessee with respect to the subject matter thereof and cancel, replace and supersede all previous verbal or written agreements

between the parties. Neither the Reseller / Supplier / Guarantor, nor any third party are authorized to enter into any legally binding commitment on behalf of or to otherwise represent the Lessor.

Any waiver, alteration and/or addition to the Contract or these GTC or any of provision thereof shall not be binding on either party unless it has been made in writing and signed by duly authorized representatives of both parties. The same shall apply to the cancellation or waiver of this written-form requirement.

The illegality, invalidity and/or unenforceability of any term, condition or stipulation of the Contract or these GTC shall not affect the validity of the remaining terms, conditions or stipulations or its validity. In lieu of an illegal, invalid or unenforceable provision, a reasonable arrangement shall be made (a reasonable arrangement being the nearest legally permissible approach to which the parties have agreed to in the Contract and these GTC in order to achieve the economic, legal and commercial objectives of the illegal, invalid and/or unenforceable provision to the greatest possible extent). The same principle shall apply to close gaps.

All entitlements, financial obligations and/or payments as set forth in the Contract are calculated on the basis of the tax regime (including the respective tax rate) applied in the United Arab Emirates at the date of signature of the Contract. The Lessee shall solely bear and accordingly indemnify, keep harmless and reimburse (as the case may be) the Lessor with regard to any and all (future) taxes, duties, tolls, levies and/or other kind of official and/or semi-official dues and/or duties and/or fees and/or charges how so ever applying according to the respective laws and provisions applicable on the respective transfer on all entitlements, financial obligations and/or payments including, but not limited to increases in the Value Added Tax rate and/or imposition or raise of corporate (income) taxes, which are not applied at the date of signature of the Contract, but imposed, levied or increased thereafter.

The Lessee shall, without delay, inform the Lessor of any change in its address or contact details by means of written notice. Failure by the Lessee to inform the Lessor promptly of a change to the respective delivery address or other contact details shall not be a defence against non-receipt of notice.

The headlines of the sections shall serve as a guideline only and do not constitute a part of these GTC or prejudice its content.

All dates, periods and terms related to the Contract shall be given and counted in accordance with the Gregorian calendar.

The Contract and the GTC have been drafted and signed in English. Any translation thereof is for information purposes only and the English version shall prevail over any other translation in the event of any conflict between the two. However, if any competent court or arbitration panel nevertheless determines that such Arabic or other translation shall prevail, the English version shall nevertheless be used to assist in any interpretation.

11. Governing law and jurisdiction, attorney's fees clause

The Contract and these GTC shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any dispute, difference, controversy or claim arising out of or in connection with the Contract and/or the GTC, including (but not limited to) any dispute regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai (to the exclusion of the DIFC Courts).

In the event the Lessee defaults payments and/or payment terms or any other of its obligations under the Contract or these GTC, the Lessor shall be entitled to collect and recover from the Lessee any judgment or settlement sums due in addition to all other remedies or damages plus, pro rata according to the Lessor's prevailing, reasonable attorney's and paralegal fees (computed according to the fee schedule and expense policies of an internationally recognized Dubai-based law firm), expert fees, court costs and other expenses (including, without limitation legal translation expenses) incurred by the Lessor for such collection action and incurred in such lawsuit and for all proceedings brought and actions taken to collect on said judgment, to the fullest extent permitted by law, if at all.

12. Service and communication

It is expressly agreed by the Lessor and Lessee that any document may be exchanged and served by means of electronic transmission (including by e-mail). Parties agree that they accept service on the e-mail address provided in the Contract.

General Terms and Conditions

Of the Framework Property protection of grenke Companies

A. General Section

1. As the owner of the object, GC Leasing Middle East FZCO Dubai Branch (in the following GC Leasing) has concluded a Framework Property Protection policy with a protection company that is duly registered and licensed. The following conditions are deemed to be agreed upon and accepted as soon as the object that has been handed over to the client for use is included in this Framework Property Protection.

2. Protection benefits in general are intended to cover the costs of restoring an object and providing an equivalent replacement for the object in the event of damage, based on the object's value at the time when the loss occurred.

3. The protection generally grants subsidiary protection, i. e. it grants protection only when protection coverage is not provided by any other source.

4. The excess payable by the client will be AED 600,00 (Six Hundred) per loss event.

B. Protected Loss/Damage and Risks, Disclaimer

1. The protection provider will pay compensation when protected objects are damaged or destroyed due to unforeseen events and when the protected objects are lost due to theft, burglary or looting.

Damage is unforeseen if neither the policyholder nor his representatives foresaw the same in due time or would have been able to foresee the same with the specialist knowledge necessary for the work carried out in the business; in this respect, only gross negligence is detrimental, and this will entitle the protection provider to curtail its payment proportionate to the severity of the fault by the policyholder.

Compensation will be paid when objects are damaged or destroyed (material damage) especially as a result of the following cases:

- a) handling or operating errors, lack of skill, negligence;
- b) excess voltage, electromagnetic induction, short circuiting;
- c) fire, stroke of lightning, explosion or implosion (including damage caused by water for fire fighting, demolition, clean-up work or loss of property in the course of these events);
- d) water, humidity, flooding;
- e) wilful intent by a third party, sabotage, vandalism;
- f) force majeure;
- g) faulty design, faults in the material, faulty workmanship.

2. For electronic components (units) that are part of the protected objects, compensation will be paid only if it is proven that an protected risk has externally affected the replacement unit (in case of repair this is usually the unit to be replaced) or has affected the protected objects as a whole. If proof cannot be brought forward, the predominant probability is sufficient that the damage is attributable to an external protected risk. Consequential damage on further replacement units will be covered.

3. If not otherwise agreed, the protection provider will pay compensation for tubes, (e. g. picture tubes, high-frequency tubes, laser tubes) and photo conductors (e. g. selenium cylinders) only in cases when the damage was caused by one of the following items:

- a) fire, stroke of lightning, explosion and only to the extent that these risks can be covered by fire protection;
- b) burglary, robbery, vandalism and only to the extent of coverage by a burglary and robbery protection;
- c) burst pipes and only to the extent that this risk can be covered by domestic water damage protection.

Items 4 and 5 remain unaffected

4. Irrespective of possible concurrent causes, the protection provider will not pay compensation for damage that was brought about in any of the following manners:

- a) by the client's wilful intent;
- b) by acts of war of any type or civil insurrection;
- c) by nuclear energy;
- d) as a result of wear due to normal or operational wear or abnormal operational wear or deterioration; however, compensation will be paid for consequential damage in further replacement units. Item 2 remains unaffected.

5. If proof cannot be delivered for one of these causes in accordance to 4b) to d), the predominant probability that the damage is the result of one of these causes is sufficient.

C. Protected Objects/Unprotected Objects

1. Protection coverage exists for the following objects that have been designated in the agreement for use:

- a) facilities and equipment of information technology, communication technology, medical technology;
- b) other electrotechnical or electronic facilities and equipment;
- c) machinery and other technical facilities and equipment of domestic engineering, bulk material handling technology and transport technology;
- d) office furnishings and equipment;
- e) software and related accessories.

2. If not agreed otherwise, protection coverage includes data (machine readable information) only if they are necessary for the basic functions of the protected objects (system program data from operating systems or other data of equal status)

3. Objects in motor vehicles

Due to the high risk of theft, objects in motor vehicles are only protected if they are incorporated in the vehicle interior or have been inconspicuously placed in the closed and if possible locked glove compartment or in the boot of the vehicle so that they are not visible and if the vehicle has been properly locked before leaving it.

4. Exempt from protection coverage are such items as follows:

- a) auxiliary and operating supplies, consumable supplies and work equipment, e. g. developing liquids, reagents, toners, cooling and extinguishing agents, ink ribbons, films, picture and sound carriers, foil combinations, prepared paper, type face carriers, ratchet discs, pipettes, replaceable cuvettes, reagent tubes;
- b) tools of any sort, e. g. drills, milling cutters;
- c) other parts that from experience have to be replaced during the life cycle of the protected objects, e. g. fuses, light sources, batteries (both rechargeable and non-rechargeable), accumulators, filter compounds and cartridges;
- d) maintenance (Expenditure that is part of regular maintenance is not the object of the protection. In particular, this expenditure refers to the exchange of structural elements, assemblies and components, provided the damage has not been caused by an protected event that externally affected the protected objects and can be verified.)

Object of maintenance within the meaning of this stipulation are the following services:

- // safety check;
- // preventive maintenance;
- // removal of defects due to ageing;
- // repair of damage that is the result of normal operation and has not been brought by an external cause.

D. Protection Location

For appropriately employed objects, the client's location that is quoted in the agreement for use is the protection location. Apart from that the protection location is worldwide.

E. The Event of Damage/Obligations

1. In the event of damage the client is obliged to immediately notify GC Leasing by means of a notification of loss as soon as he or she has gained knowledge of the damage. In order to make notification of damage, the damage claim form is to be used which can be requested from GC Leasing at any time.

2. The notification of loss must include the following information:

- a) name and address of the client**
- b) contract number**
- c) location and time of damage occurrence**
- d) detailed description of the event of damage**
- e) number of the damaged objects**
- f) detailed description of each damaged object**
- g) type of damage**
- h) for partial damage: the cost estimate for the repair of the defective object;
- i) for total loss: the designation "total loss";
- j) for damage caused by third-party intent (e. g. theft) and damage caused by fire: in this case the client must immediately file a charge and specify the investigating authorities and their file number to GC Leasing.

3. Storage

The damaged objects must be stored and the damage scene must remain unaltered until the protection provider or GC Leasing inspects the damage or expressly foregoes the inspection or has settled the damage.

4. Delayed notification of loss

If the client does not report the damage immediately after he or she has gained knowledge of it in the form required in item E.1 and 2 and if GC Leasing does otherwise not receive notification of the protected event, the protection benefits will not be paid.

F. Payment of Protection Costs/Termination by GC Leasing/Exemption from Liability

1. The client's obligation to bear the protection costs and the due date for payment are determined by the provisions in the agreement for use and the acceptance letter by GC Leasing. The client is entitled to insure himself with an protection provider of his choice in compliance with the provisions in the agreement for use.

2. If the first protection costs have not been paid yet when the protected event occurs, the client will not be entitled to protection benefits.

3. If the protection costs are not paid on time, GC Leasing can set a payment deadline of two weeks. After this period has expired, GC Leasing can terminate the acceptance of the object in its Framework Property Protection without notice, provided a termination threat had been pronounced at the time when the deadline was communicated to the client.

If an protected event occurs after the agreement for use was terminated by GC Leasing, no entitlement to protection benefits exists.

4. Irrespective of the above-mentioned provisions, GC Leasing is at all times entitled to request the conclusion of the client's own protection in accordance with the agreement for use.

G. Final Provisions

1. According to the agreement for use, the client who insures the objects himself is obliged to obtain from the protection provider a confirmation of protection coverage for leasing companies in favour of GC Leasing. As long as the client has not yet submitted this evidence of protection, GC Leasing is entitled, but not obliged, to include the object in this Framework Property Protection.

2. There is no protection certificate issued for individual clients with regard to the objects that are included in this Framework Property Protection.

3. The occurrence of an event of damage does not release the client from obligations that arise from the agreement for use.

4. The settlement of a damage claim occurs in compliance with the provisions set out in the contract.

5. No verbal ancillary agreements have been made.