

GENERAL CONDITIONS FOR MACHINERY RENTAL

Manain Elevació, SLU (hereinafter, MANAIN) and the client (hereinafter, the CLIENT), agree to these general conditions, which will govern all rental of machinery, accessories and associated transport services (hereinafter, the Machine), unless otherwise agreed in writing.

1. Subject matter and contractual documents

1.1. The rental gives the CLIENT the temporary and non-exclusive use of the Machine, without transfer of ownership or intrinsic technical risk.

1.2. The following form part of the contract: these Conditions, the MANAIN Order/Offer, the Delivery and Return Note, and, where applicable, the Annexes (rates, deductibles, damage table, policies, security protocols).

2. Duration, extension and calculation of the rental

2.1. The minimum duration is that indicated in the Offer; in the absence of an indication, 1 calendar day.

2.2. The rental is automatically extended for full calendar days until the Effective Return (cl. 9), with a daily rate and usage limits (cl. 6).

2.3. The CLIENT may request termination of the rental by submitting a notice of end of use (clause 9.1). The end of use must be communicated at least on the day of termination or at the latest by 10:00 a.m. the following day. This notice does not terminate the rental until collection by MANAIN or deposit at the agreed-upon location. However, the rental invoice will only be issued until the date indicated by the CLIENT as the end of use, provided that: (i) the Machine is available, accessible, and in suitable condition for collection at the designated location, and (ii) there are no impediments or failed trips attributable to the CLIENT, which will be billed according to the Rate. Custody and responsibility for the Machine will remain with the CLIENT until the Effective Return (clause 9).

3. Delivery, making available and acceptance

3.1. Delivery is made to the address indicated by the CLIENT by specialized transport managed by MANAIN, unless otherwise agreed.

3.2. Prior to shipment, MANAIN will conduct a photographic inspection and take readings (general condition, hours/meter, accessories, fuel/battery) at its facilities. These will be archived as proof of delivery. Additional photographs may be taken at the delivery location, if necessary. A Delivery Note will be signed, on which the CLIENT may add any observations. The CLIENT's absence will not prevent delivery or invalidate the collected evidence.

3.3. The CLIENT has 4 working hours to notify apparent defects; after this period, the Machine is considered accepted in good condition except for hidden defects.

3.4 The CLIENT will be responsible for any damage, deterioration or breakdown suffered by the machine as a result of improper, negligent or use other than that provided by the manufacturer or the instructions provided by MANAIN.

The costs of repair and replacement resulting from such damage will be borne entirely by the lessee, following a technical assessment carried out by MANAIN, in accordance with its current rates and the reports of the authorized technical service.

MANAIN will inform the tenant of the details of the valuation and the budget before proceeding with the repair, and the tenant may request, within 3 business days, an independent counter-appraisal, without this suspending the payment of the undisputed minimum amount.

3.5. The CLIENT shall be responsible for the safekeeping of the keys, remote controls, cards, codes, or any other access/start device for the Machine. The CLIENT must immediately notify MANAIN of any loss, theft, or damage to these items.

3.5.1. Replacement and Delivery.

(a) MANAIN will make the keys/devices available to the CLIENT at its premises, or may send/deliver them to the location indicated by the CLIENT. (b) In both cases, the cost of the keys/devices (and, where applicable, coding/programming) will be invoiced according to the current rates. (c) If MANAIN makes travel/transport for delivery to the construction site or home, the costs of travel, tolls and waiting time will also be invoiced according to the current rates.

4. Custody, risks and risk transfer

4.1. From Delivery until Effective Return (including the period between the end notice and collection), the risk and custody of the Machine belong to the CLIENT.

4.2. The CLIENT will keep the Machine in a secure area, with reasonable measures (fencing, chains/padlocks, removal of keys, disconnection, geofences if appropriate) and assumption of surveillance.

5. Permitted use, authorized personnel and movement

5.1. The Machine shall be operated exclusively by trained and authorized personnel, in accordance with manufacturer's manuals, PRL regulations and, where applicable, RD 1215/1997 and other applicable regulations.

5.2. It is prohibited to: (i) exceed capacities/heights, (ii) manipulate safety devices, (iii) sublet or assign the use without written authorization, (iv) move the Machine outside the workplace or abroad without permission.

5.3. The CLIENT assumes all responsibility for fines, penalties, damages to third parties and damages to the Machine resulting from improper use or non-compliance with this clause.

6. Usage limits and hours

6.1. The daily rate includes up to 8 hours of effective use; excess hours will be billed monthly, unless there is a different written agreement, according to the current overtime rate.

6.2. Telemetry and the equipment's hour meter are preferred evidence of actual use (cl. 15).

7. Routine maintenance and inspections

7.1. The CLIENT will perform the indicated daily maintenance (battery charging, levels, cleaning, visual inspections) and will immediately report any malfunctions or alarms.

7.2. MANAIN will carry out the mandatory periodic reviews; the CLIENT will facilitate access for technical personnel.

8. Breakdowns, repairs and replacement

8.1. Breakdowns not attributable to the CLIENT: MANAIN undertakes to deliver a replacement machine or not charge the rental fee if none is available, if the machine subject to the lease suffers a breakdown and the time spent in remedying said breakdown is more than 48 hours.

If the customer was responsible for the initial transport, they will also be responsible for the replacement with another machine.

8.2. Punctures and minor repairs (at the CUSTOMER's expense).

Punctures, plugs/patches, inner tubes and minor tire repairs will always be at the CUSTOMER's expense, including labor, travel and consumables, whether carried out on-site or in a workshop.

8.2.1. Tire Replacement (Attribution Criteria).

The complete replacement of the tire (or wheel) will be at the CLIENT's expense when the damage results from: a) Impacts, cuts, blowouts, curbs, nails or sharp objects, use on unsuitable surfaces or negligent driving; b) Driving with a puncture or low pressure that causes irreparable damage; c) Overloading, improper maneuvering or use other than intended

8.3. Breakdowns attributable to the CLIENT (incorrect use, impacts, lack of daily maintenance, inadequate fuel, vandalism, partial theft of machine parts, etc.): the rental is not suspended and the repair and travel costs will be borne by the CLIENT.

8.4. If the repair exceeds 10 days or 50% of the replacement value, MANAIN may terminate the contract with respect to that Machine, demanding compensation for replacement value-residual value and lost profits in accordance with clause 12.4.

9. End of use, withdrawal and effective return

9.1. The CLIENT will communicate the end of use by means of notice (telephone and confirmation by email).

9.2. The Effective Return occurs when: (i) MANAIN collects the Machine and a Return Note is signed, or (ii) the Machine is deposited by the CLIENT at the base agreed and accepted by MANAIN.

9.3. Between the notice and the collection, no rental fee is due from the end-of-use date indicated by the CLIENT in accordance with clause 2.3; however, the custody and risk of the Machine remain with the CLIENT (clause 4), and additional charges may be due for waiting, failed trips or new route according to the Tariff.

10. Transport, waiting times and auxiliary means

10.1. Delivery and collection transport is billed according to the current rate (km, tolls and other costs).

10.2. Waiting times exceeding 30 minutes for loading/unloading are billed in increments according to the Tariff.

10.3. The CLIENT shall ensure adequate access and loading platforms; otherwise, the cost of auxiliary equipment will be charged. The machine shall be unloaded and collected at a location accessible to the carrier. The Failed deliveries or re-attempts due to causes attributable to the CLIENT will be billed according to the current rates.

11. Price, invoicing and guarantees

11.1. Prices according to current Offer and Rate; prices may be updated by CPI in contracts of duration longer than 12 months.

11.2. Weekly/bi-weekly/monthly billing (according to offer) for calendar days and overtime hours.

11.3. Guarantee/Deposit/Surety: MANAIN may require a cash deposit and/or bank guarantee for the amount of 10 days' rent + damage deductible. The deposit may be applied to any debt arising from the contract.

11.4. Taxes. The lessee shall be responsible for VAT and any other current or newly created tax levied on the invoice issued by the lessor for the lease of the machine or for any other concept provided for in the particular or general conditions of the contract.

11.5. Payment: according to the terms of the Offer. Failure to pay entitles MANAIN to: (i) suspend services, (ii) remove the Machine without prior notice during working hours, (iii) terminate the contract, and (iv) demand late payment interest in accordance with Law 3/2004 (legal late payment interest + collection costs) and recovery expenses.

12. Damage, loss, theft and valuation

12.1. The CLIENT is responsible for damages, loss or partial or total theft suffered by the Machine from Delivery until Effective Return, except for inherent defects not attributable to the CLIENT.

12.2. In case of theft or total loss, the CLIENT will notify immediately, provide a complaint and cooperate with insurance companies; rent will accrue until the claim is settled and, where applicable, replacement value less residual value.

12.3. The damage assessment will be carried out by MANAIN's workshop, based on the work order and actual time spent, applying its hourly rates—which will be available to the CLIENT—and the price of the necessary spare parts and materials. When the nature of the repair requires the intervention of an external provider (official service center, specialized workshop, or others), the applicable cost will be the one quoted/invoiced by said provider. MANAIN may base its assessment on photographic evidence of delivery/return and telemetry

records. The CLIENT may request a counter-assessment at their own expense, without suspending the undisputed minimum payment.

12.4. Loss of profits: when damages attributable to the CLIENT immobilize the Machine, MANAIN may claim the days of immobilization at the standard rental price for the period of immobilization of the machine due to this situation.

13. Insurance

13.1. Unless the Offer includes Own Damage Insurance, coverage for damage to the Machine is the responsibility of the CLIENT. MANAIN maintains a Civil Liability insurance policy that covers damages to third parties arising from its activity as lessor and its own operations (maintenance, handling, and transport carried out by MANAIN), within the terms and limits of said policy. This MANAIN Civil Liability insurance covers, in particular, damages to third parties resulting from a failure of the Machine (e.g., technical defect, latent defect, or maintenance error attributable to MANAIN). Damages caused by improper handling, misuse, or failure to follow instructions by the CLIENT or its operators are not covered by MANAIN's Civil Liability insurance, which will be the sole responsibility of the CLIENT and must be covered by the CLIENT's Civil Liability insurance (c. 13.2).

For registered machines, road insurance covers damages caused during circulation on public roads in accordance with traffic regulations; it does not cover damages caused while the machine is working (lifting, loading/unloading operations or other work specific to the equipment), which must be covered by the CLIENT's liability insurance and, where applicable, by specific coverages contracted by the CLIENT.

13.2. The CLIENT shall maintain in force a Civil Liability Policy sufficient to cover damages to third parties arising from the use of the Machine and shall exhibit a certificate upon request of MANAIN.

13.3. If the customer transports the machine using their own means, they must have a Civil Liability Insurance policy for the Transport of Goods that covers the transport, loading, and unloading of machinery, including coverage for damages to third parties caused by loading, unloading, and handling operations. Loading and unloading operations at MANAIN's facilities must also be covered by this policy.

The CLIENT assumes full responsibility for all deductibles, co-insurance, and/or minimum indemnities stipulated in their Civil Liability Insurance policy for the Transport of Goods, as well as any uncovered expenses (e.g., in-house appraisals, salvage, roadside pickup, accommodation, fees, and any other costs associated with claims arising from transport, loading, unloading, or handling). MANAIN may charge the CLIENT for these amounts when applicable and, where appropriate, exercise subrogation for any amounts advanced.

The CLIENT must present said certificate of current insurance to MANAIN if required.

14. MANAIN's liability and limitation

14.1. MANAIN guarantees that the Machine complies with applicable regulations and is delivered in good working order.

14.2. MANAIN will not be liable for stoppages or delays caused by force majeure or by breach of contract by the CLIENT (access, power, permits, etc.).

14.3. Limitation: MANAIN's total liability for direct damages is limited to the amount of the Machine rental in the reference period, excluding loss of profits, loss of production or other indirect damages, except for willful misconduct or gross negligence.

15. Telematics, location and data

15.1. The CLIENT authorizes the installation and use of telemetry/GPS systems to: (i) locate the Machine, (ii) measure hours of use, (iii) diagnose incidents, (iv) protect against theft.

15.2. Telemetry records and counters will be preferred means of proof of use, location and times.

15.3. Data processing in accordance with GDPR and LOPDGDD; further information in MANAIN's Privacy Policy.

16. Inspections and access

16.1. MANAIN may inspect the Machine during working hours, giving reasonable advance notice.

16.2. In case of non-payment, prohibited use or risk to safety, MANAIN may immobilize and remove the Machine, accessing the site with the due guarantees and without incurring trespass, with the assistance of the public force if necessary.

17. Subletting, assignment and transfer

17.1. Subletting or assignment is prohibited without written authorization from MANAIN.

17.2. Any transfer between CLIENT works or centers will require prior notice and, where applicable, management by MANAIN; damages in unauthorized transport will be attributable to the CLIENT.

18. Risk prevention and regulatory compliance

18.1. The CLIENT will guarantee compliance with PRL, coordination of business activities, safety plans and signage and marking requirements.

18.2. Commitment to integrity and anti-corruption; any undue incentive empowers MANAIN to terminate by right.

19. Resolution

19.1. Causes: (i) non-payment, (ii) prohibited use, (iii) unauthorized subletting, (iv) unauthorized transfer, (v) lack of guarantees, (vi) bankruptcy or imminent insolvency.

19.2. Effects: immediate withdrawal, settlement of amounts due (accrued rent, transport, damages) and compensation with deposits/guarantees.

20. Compensation and right of retention

20.1. MANAIN may offset reciprocal debts and apply deposits to any overdue amount.

20.2. MANAIN holds the right of retention over CLIENT's accessory equipment in its possession for repairs until full payment is received.

21. Communications

21.1. Valid by email address indicated in the Offer; notices outside of business hours will be deemed to have been received on the next business day at 08:00.

21.2. Customer service hours: from 08:00 to 18:00 continuously, Monday to Friday, except for special hours on holidays or the day before holidays (hours at the CLIENT's disposal).

22. Force majeure

22.1. There will be no liability for breaches due to force majeure (extreme weather, strikes by others, supply interruptions, public emergencies).

23. Integrity and partial nullity

23.1. The nullity of one clause will not affect the remaining clauses, which will be interpreted to preserve the economic balance of the contract.

24. Applicable law and jurisdiction

24.1. The contract is governed by Spanish law.

24.2. For any dispute, the parties submit, expressly waiving any other jurisdiction that may correspond to them, to the Courts and Tribunals of Tarragona.

25. Acceptance

25.1. Signing the Order/Delivery Note or using the Machine implies full acceptance of these Conditions.