

## GENERAL TERMS AND CONDITIONS OF SALE, RENTAL AND DELIVERY

– valid as of 6 March 2025

### 1. BASIS OF AGREEMENT

- 1.1. Unless otherwise expressly agreed in writing, the following rules and the prices stated in the Zeppelin Rental Danmark A/S price lists shall apply to any rental arrangements made with Zeppelin Rental Danmark A/S
- 1.2. The person requesting the service is hereinafter referred to as the Renter and Zeppelin Rental Danmark A/S as Zeppelin Rental.
- 1.3. These terms and conditions of sale, rental and delivery (hereinafter referred to as the "Terms"), together with the lessor's quotes and order confirmations, constitute the entire basis for any lease agreed with the lessor. In the event of any discrepancy between the aforementioned, the quote/order confirmation shall take precedence over the Terms.
- 1.4. The lessee's terms and conditions of purchase etc. printed on orders or otherwise communicated to the lessor do not constitute part of the contractual basis.
- 1.5. The lessor's quotes – oral and written – are valid for a maximum of 30 days after the date of the quote, unless a shorter period is specified.
- 1.6. A quote may be void if the equipment has been sold or leased to another party. The lessor thus reserves the right to interim sales/rentals.
- 1.7. The lessor reserves the right to make changes to the rented property, in which case the lessor shall ensure equivalent functionality and performance.
- 1.8. The lessee may only invoke the terms and conditions stated in the individual agreement regarding the rented property. Information provided by the lessor orally, on the Internet, in brochures, etc. is thus irrelevant for assessing the rented property.
- 1.9. If Zeppelin Rental's confirmation of an order does not match the Renter's order or the contractual basis and the Renter does not wish to accept the conflicting terms, the Renter must immediately notify Zeppelin Rental in writing. Otherwise, the Renter shall be bound by the order confirmation.
- 1.10. No changes may be made to submitted quotes / accepted agreements without the written consent of the lessor.
- 3.1. The lease begins on the day the rented property leaves the lessee's premises and extends up to – and including – the day it is returned to the lessee's premises in a ready-to-rent condition. Any necessary cleaning, repairs, adaptations which need to be made again, etc. will result in an extension of the rental period.
- 3.2. If the Renter does not fetch the rented property from Zeppelin Rental's premises by the agreed time, and if the delay is attributable to the Renter, Zeppelin Rental shall be entitled to consider the rental period to have commenced at the agreed time and demand payment accordingly
- 3.3. If the rented property has been reserved by the Renter, is to be adapted as per the Renter's specific requests, or if the Renter's interests otherwise result in Zeppelin Rental's use of the rented property being restricted, the Renter shall be obliged to pay rent from the day the restriction (reservation, adaptation, etc.) occurs.
- 3.4. Periods during which the Renter is prevented from using the equipment due to, for example, strikes, lockouts, weather conditions and similar shall not be deducted from the calculation of the rental period.
- 3.5. Termination of equipment rental must be done with one (1) day's notice. The minimum rental period for equipment is one (1) day.
- 3.6. For termination of the rental of trailers and containers with associated accessories, notice must be given seven (7) days in advance. The minimum rental period for sheds, trailers and containers is 30 days.
- 3.7. Termination of equipment rental must be done with 60 days' notice. The minimum rental period for pavilions is 90 days.
- 3.8. When terminating rental agreements for larger areas (more than 10 rented units), the Renter cannot expect – and Zeppelin Rental is not obliged to ensure – that dismantling/disassembly of the rented property be carried out before the notice period expires, but Zeppelin Rental will strive to ensure that dismantling and removal is conducted as quickly as possible.
- 3.9. Regardless of the Renter's termination of the rental agreement, the Renter is liable for the rented property until the rented property is returned to Zeppelin Rental's premises, unless the return is made after the notice period has expired for reasons attributable to Zeppelin Rental.

### 2. PRICES

- 2.1. All stated prices are quoted ex-warehouse, excluding VAT, transportation, consumables associated with use, such as electricity, water, heating, cleaning, fuel, etc.
- 2.2. The rental prices are indexed annually with the index generally used for the industry, and if this does not exist or ceases to exist, then with the net price index.
- 2.3. The lessor is entitled to adjust the rental prices without prior notice if the change is due to adjustments in duties and taxes or similar.

### 3. RENTAL PERIOD

#### 4. RENT

- 4.1. Rent is payable for the entire rental period, regardless of whether the rented property is used or not.
- 4.2. The lessee shall bear all costs for ongoing use in connection with the use of the rented property. The lessee shall also bear all

expenses for transportation, adjustments, setup, installation, disassembly, dismantling, re-establishment, repair and cleaning.

- 4.3. Any energy consumption for source of lights shall be paid by the Renter for the entirety of the rental period.
- 4.4. When renting static (i.e. non-movable) equipment, including construction site fencing, lighting, dehumidifiers, signage, heat cannons, fan heaters, generators, pumping equipment, barriers, iron sheets, as well as trailers, lightweight trailers, containers, pavilions and all related accessories, rent shall be paid per commenced calendar day.
- 4.5. When renting equipment of a non-static nature to businesses (customers with a CVR no.), rent shall be calculated per working day in accordance with the provisions below. Private customers shall pay rent per calendar day. If rent is agreed on a monthly basis, the provisions contained in clause 4.5.4 shall apply.
- 4.5.1. The rented property can be used for up to 7½ hours per working day, unless otherwise stated in the price list.
- 4.5.2. If equipment is used for more than 7½ hours per day, or if equipment is used by business operators on weekends or public holidays, an additional rental fee will be charged.
- 4.5.3. In the cases mentioned in clause 4.5.2, additional rent will also be charged for all other equipment on the respective customer case.
- 4.5.4. When renting on a monthly basis, the monthly rental price assumes a total usage of no more than 160 hours per month. Any additional usage will be charged separately.

## 5. DELIVERY & ASSEMBLY/DISASSEMBLY

- 5.1. Any stated delivery times are expected times and thus subject to unforeseen delays.
- 5.2. Transportation shall be at the Renter's expense and calculated according to applicable rates or quotes.
- 5.3. The lessee shall also bear all expenses for adjustments, assembly, installation, disassembly, dismantling, re-establishment, repair and cleaning.
- 5.4. All prices are based on transportation within the rental company's normal opening hours, see [www.zeppelin-rental.dk](http://www.zeppelin-rental.dk). All prices are also based on complete assembly/disassembly.
- 5.5. The lessor's delivery, collection and installation prices are based on the assumption that there is free and stable access and installation conditions on level, stable ground and do not include the use of a mobile crane. Any damage and/or additional costs resulting from these assumptions not being true shall be borne by the Renter.
- 5.6. For uneven or sloping surfaces, the Renter should expect to pay a surcharge. A surcharge should also be expected in cases where there is no unobstructed access or where there are obstacles, such as power supply cables or

overhead walls.

- 5.7. In cases where it has been agreed that Zeppelin Rental shall arrange for the connection of electricity, water and/or sewage, the Renter shall be obliged to indicate the connection point, and the Renter shall be responsible for ensuring that the equipment can be connected to the respective point. Any fees for connection, etc. shall be at the Renter's expense.
- 5.8. The lessee shall be responsible for winterising internal and external water and sewage connections.
- 5.9. The lessee is not entitled to use the rented property until the lessor's installation has been completed and the lessor has notified the lessee that it is ready for use.
- 5.10. Where the Renter, after prior agreement with Zeppelin Rental, carries out transportation, assembly, conversion, disassembly and/or removal, the Renter shall be liable in every respect for any damage this may cause, both to the rented property and to the property of third parties.

## 6. LEGAL REQUIREMENTS & PERMITS ETC.

- 6.1. The Renter is responsible for ensuring that any necessary permits, etc. are obtained.
- 6.2. By mutual agreement, the lessor can obtain permission for installation on public street areas. The lessee shall bear all costs associated with this. The processing time for obtaining such permits may vary, and under no circumstances can the lessor be held liable for any delay in obtaining such authorisation.
- 6.3. In continuation of clause 6.1, the Renter's attention is drawn in particular to the police's requirement that the Renter must ensure notification of the closure of public street areas no later than 48 hours before the installation of the equipment. The lessor assumes no liability in this regard. Similarly, the lessor will not be liable for any additional costs in connection with parked cars or the like in the closed off area.
- 6.3. All costs for tolls, parking fees, barriers, roads, notifications to the authorities, permits, supervision and the like as well as other public expenses are of no concern to Zeppelin Rental and will be re-invoiced to the Renter with an administration fee in accordance with the price list.
- 6.4. During the entire rental period, the lessee shall guarantee that the space is lawfully arranged and utilised and that the rented property has been installed and assembled in accordance with applicable laws and regulations. This shall also apply in instances where the lessor has carried out the installation.
- 6.5. It is the Renter's responsibility to carry out legal safety inspections and/or professionally necessary inspections of the rented property – e.g. electrical checks on construction power, legal inspections of fire extinguishers, first aid equipment, and similar equipment, inspections and service of heat pumps, ventilation, etc. The Renter must ensure that inspections are conducted continuously throughout the entire rental period. It is also incumbent on the Renter to keep abreast of legal and professional requirements regarding the use of the rented

property and to ensure compliance with these.

- 6.6. Any expenses as a result of the space not being legally furnished, used or the like (cf. above) – including any fines and orders – are of no concern to the lessor.
- 6.7. If special requirements apply, including, for example, to clothing, safety equipment, safety courses, etc. at the site where the rented property is to be placed or Zeppelin Rental must otherwise meet special requirements in connection with Zeppelin Rental's service to the Renter, the Renter must pay for this separately.

## **7. COMPLAINTS AND REMEDIES**

- 7.1. The rented property is delivered in an operational and safe condition.
- 7.2. If there are defects in the rented property, the lessee must submit a complaint in writing on the first day of the rental period.
- 7.3. Complaints received after the first rental day shall have no legal effect.
- 7.4. In the event that the rented property suffers from defects for which the lessor is liable, the lessor shall be entitled to either remedy and/or replace the property at the lessor's own discretion.

## **8. REPAIRS**

- 8.1. The lessee may not have repairs or alterations carried out on the equipment. Any repairs may only be carried out by the lessor or a party designated by the lessor.
- 8.2. Notwithstanding clause 8.1, Zeppelin Rental is not liable for repairs that the Renter has carried out or had carried out during the rental period.
- 8.3. The lessee shall be liable to the lessor for any damage that the equipment may suffer and/or cause during repair works performed in a way different from that outlined above.
- 8.4. The Renter is obliged to pay for all repairs carried out during the rental period, regardless of whether these have been carried out by Zeppelin Rental at the Renter's request, if the repairs were necessitated by circumstances for which the Renter is liable.

## **9. SUBLETTING & LENDING**

- 9.1. The rented property may not be lent, sublet and/or transferred in some other way to a third party without the lessor's prior written consent.

## **10. LOCATION & RELOCATION**

- 10.1. Transportation and relocation may only be arranged by the lessor, unless otherwise agreed in writing.
- 10.2. If Zeppelin Rental allows another party to transport the rented property (cf. clause 10.1), the Renter must guarantee that said property is insured during transportation.

- 10.3. The equipment may not be moved to a workplace other than the one specified or otherwise implied on the rental note without the lessor's written consent.
- 10.4. Regardless of whether a specific workplace is stated, the equipment may not be taken outside Denmark at any time without the lessor's written consent.
- 10.5. The lessee is obliged to ensure that the rented property can be safely identified and located at all times.
- 10.6. The lessor is entitled at any time to have access to inspect the rented property and to service said property during normal opening hours, see [www.zeppelin-rental.dk](http://www.zeppelin-rental.dk).
- 10.7. The lessee must at all times ensure that the lessor may access the rented property, whether to carry out an inspection, service, repair or the like. Expenses associated with securing access etc. shall be the responsibility of the lessee.

## **11. DELIVERY**

- 11.1. The lessee is obliged to return the rented property at the end of the rental period in a condition identical to how it was on receipt – i.e. without defects and deficiencies.
- 11.2. The lessor shall inspect the equipment within a reasonable time after it has been returned to the lessor's premises. The lessee may make arrangement to participate in the inspection.
- 11.3. Any defects and damage, lost parts, including operating instructions, etc. shall be fully compensated by the Renter, with reference to the insurance conditions in clause 14. Cleaning and consumables shall also be invoiced to the Renter.
- 11.4. The lessee shall bear all expenses in connection with any defects and deficiencies in the rented property, as it must be in at least the same condition as at the time of delivery. Any expense for rectifying graffiti, break-ins, downtime for securing evidence, etc. shall also be covered by the Renter.
- 11.5. The lessee shall pay the full cost for both exterior and interior cleaning, including floors, walls, shower cabins, sinks, cabinets, refrigerators, toilets, doors, etc.
- 11.6. The lessor shall dismantle any special equipment such as installations for telephones, IT, signs, loose inventory, etc. and dispose of this at the lessee's expense.
- 11.7. The lessee shall bear the costs of other necessary re-establishment and repair of the rented property.
- 11.8. Upon return, the Renter is obliged to empty the units' water system, including the toilet. This must be done immediately when dismantling the electricity/heating systems. In case the Renter fails to arrange for this, the Renter shall bear any associated costs related to the necessary draining and/or potential frost damage.

## 12. OTHER DUTIES FOR THE LESSEE

- 12.1. The lessee is obliged to properly maintain the rented property, both in terms of safety and operation.
- 12.2. The lessee may not make any changes to the rented property without the prior written consent of the lessor.
- 12.3. Smoking (including vaping or e-cigarettes) is not allowed in the rented property.
- 12.4. During the rental period, the lessee assumes all risk and liability for the rented property. The Renter is thus ultimately liable for all types of damage, including property damage and personal injury, regardless of whether the damage affects the rented property, the Renter or a third party, and regardless of whether the damage is accidental or not, or whether the damage can be attributed to the Renter or persons for whom the Renter is liable.
- 12.5. The Renter is obliged to take out liability insurance to protect against damages that the Renter may incur in connection with the use of the equipment – e.g. professional liability insurance and occupational injury insurance.
- 12.6. The lessee is obliged to ensure that the rented property is duly insured. The lessee may insure the rented property via the lessor (cf. clause 14) or a third party. To demonstrate insurance via Zeppelin Rental, the Renter must be able to document that the Renter has been charged a risk premium by Zeppelin Rental (cf. clause 14).
- 12.7. Upon request, the lessee must document that the above-mentioned insurance policies have been taken out and are valid.
- 12.8. The lessee shall indemnify the lessor to the extent the lessor may be held liable for damages to third parties for such loss and damage as the lessor is not responsible for under the Terms.

## 13. LIMITATION OF THE LESSOR'S LIABILITY

- 13.1. General
  - 13.1.1. The agreement shall lapse in the event of a significant impediment to delivery on the part of Zeppelin Rental, and the Renter may not raise claims of any kind against Zeppelin Rental for such.
  - 13.1.2. Zeppelin Rental shall only be liable to the Renter if Zeppelin Rental has acted with gross negligence or intent.
  - 13.1.3. The lessor cannot be held responsible for indirect losses of any kind, in particular operational loss, loss of profit, fines, or any other indirect losses or consequential damages of any kind.
  - 13.1.4. The lessor assumes no responsibility for loss or delay of work and the associated costs related to work stoppage due to defects or breakdowns in the rented property.
  - 13.1.5. The lessor is also not liable for losses arising

as a result of circumstances beyond the lessor's control.

- 13.1.6. The lessor's liability is at all times limited to the amount of the coverage under the lessor's professional and product liability policy.

### 13.2. Product liability

- 13.2.1. In relation to product liability, clause 13.1 above shall also apply, unless it follows otherwise from what is stated under clause 13.2.
- 13.2.2. The lessor shall only be liable for damages in accordance with the mandatory rules of the Danish Product Liability Act.
- 13.2.3. Furthermore, the lessor is only liable for product liability if it is proven that the product is defective and that this is due to errors or negligence committed by the lessor or others for whom the lessor is responsible.
- 13.2.4. To the extent that third parties may make product liability claims vis-à-vis Zeppelin Rental, the Renter is obliged to indemnify Zeppelin Rental to the same extent as Zeppelin Rental's liability is limited (cf. the provisions above).
- 13.2.5. In addition, the lessee is obliged to be sued in the same court where a lawsuit has been filed against the lessor.

## 14. RISK SURCHARGE

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#### 14.1 General

- 14.1.1. A risk surcharge is included in the agreed rent unless a separate written agreement is entered into with the lessor on reduction of the rent, which agreement will require that the lessee can document having taken out insurance elsewhere for the leased equipment. In the event of theft or total loss, compensation - if insured through the lessor - will be paid at replacement value until 5 years after the equipment was acquired, then at fair value. The lessee must indemnify the lessor so that the lessor always obtains compensation at replacement value.

- 14.1.2. If the rented equipment is exposed to theft, vandalism, fire etc. the lessee must immediately report the matter to the police and a report receipt must be handed over to the lessor.

- 14.1.3. In the above cases and in the event of any other damage, the lessee must immediately, and no later than 24 hours after the damage is or should have been discovered, notify the lessor of the situation by sending a completed damage report, which can be downloaded from the lessor's website, [www.zeppelin-rental.dk](http://www.zeppelin-rental.dk).

#### 14.2 Coverage

- 14.2.1. The risk supplement covers fire, theft, water and vandalism damage and other sudden damage to the equipment. However, the risk allowance for trailers, pavilions, light trailers and containers only includes fire coverage, and the lessee is responsible for all other damage, including theft, loss and vandalism, and is fully liable for costs associated with this, unless otherwise specifically agreed.



- 14.2.2 The risk supplement only covers damage to the rented item itself and thus not any form of consequential damage or indirect loss or damage to other items or persons, nor damage that only affects windows/glass, rubber wheels or belts.
- 14.2.3 The lessor's risk supplement does not cover transportation on the lessee's vehicles.
- 14.2.4. The area of coverage is solid ground in Denmark.
- 14.2.5 As far as self-propelled equipment is concerned, the coverage also includes statutory motor liability insurance taken out by the lessor with a recognized insurance company.
- 14.2.6 Damage caused by continuation, gross negligence or other breach of contract by the lessee is not covered by the risk allowance, but is thus fully borne by the lessee.
- 14.3 Excess, comprehensive insurance and liability damage
- 14.3.1 The lessee is liable with an excess for any damage to the lessor's equipment that qualifies for coverage. The deductible, which must be paid by the lessee, can be found at [www.zeppelin-rental.dk](http://www.zeppelin-rental.dk).
- 14.3.2 Multiple insurance events on the same unit may trigger multiple deductibles. Payment of risk surcharges does not cover commercial liability.
- 14.4 Motor vehicle without driver
- 14.4.1 For commercial rental of motor vehicles, which means motor vehicles that are primarily designed to be used independently for the transportation of persons or goods and/or motor vehicles that are designed for other purposes and are designed for a speed of over 40 km/h, clause 14.4 applies notwithstanding other terms stated in clause 14 of the Terms and Conditions.
- 14.4.2 Liability insurance agreements for vehicles covered by clause 14.4 are designed by the lessor so that the lessee - and any other drivers who are authorized to drive the vehicle - are deemed to be insured.
- 14.4.3 In the event that the lessor has not taken out comprehensive insurance for vehicles covered by clause 14.4, the lessee has the same legal position vis-à-vis the lessor (the owner of the vehicle) as the lessee would have had if comprehensive insurance had been taken out. The lessee is liable for all damage that is not or would not have been covered by comprehensive insurance.
- 14.4.4 The lessee shall indemnify the lessor for any amount up to DKK 5,000 that the lessor is obliged to pay pursuant to terms in liability insurance policies or in any comprehensive insurance policy stating that the lessor bears part of the risk for the damage covered by the insurance in question.
- 14.4.5 A rented motor vehicle covered by clause 14.4 may only be driven and operated by the Renter or any other persons authorized to do so under the rental agreement.
- 14.4.6 During all driving with a vehicle covered by clause 14.4, the Renter must bring a copy or copy of the rental agreement with the Lessor and must present this to the police on request.

## 15. PAYMENT & DUE DATE

- 15.1. The lessor's payment terms are net cash, unless otherwise agreed in writing with the lessor.

- 15.2. In the event of late payment, the lessor will charge interest at 2% per month or part thereof.
- 15.3. The lessor shall also charge a reminder fee, which currently amounts to DKK 100 per reminder sent.
- 15.4. The lessor reserves the right to calculate a 3-month deposit before the start of the rental period.
- 15.5. Any discounts of any kind are only granted on the condition of timely payment.
- 15.6. In cases where Zeppelin Rental cannot obtain credit insurance with respect to the Renter or if an already obtained credit insurance is wholly or partially terminated by Zeppelin Rental's insurance company during the rental period, all outstanding amounts owed by the Renter shall become due for immediate cash payment, regardless of any other agreement, and payment terms going forward shall be changed to prepayment.
- 15.7. In continuation of clause 15.6, the Renter accepts that Zeppelin Rental in the above-mentioned cases may require the Renter to provide adequate and full security for costs related to Zeppelin Rental's disassembly, removal, dismantling, transportation, repair and cleaning. If the Renter does not provide such security within three (3) days of Zeppelin Rental's demand, the rental agreement shall be considered to be in material breach. The lessee may not assert any claims of any kind against the lessor in relation to this.

## 16. ON-CALL SERVICE

- 16.1. The lessor has established an on-call service outside normal opening hours. The on-call system is linked to the following number: 30 18 90 99.
- 16.2. Charges for calls to the emergency phone shall be charged according to the current price list. A 100% surcharge is calculated on all hours worked at the hourly rate applicable at any given time, depending on the work task.

## 17. CONTRACTUAL BREACH

- 17.1. In the event of a material contractual breach on the part of the Renter, Zeppelin Rental is entitled to repossess the rented property at the Renter's expense without prior notice.
- 17.2. If there is a breach of the lease agreement on the part of the Renter, the Renter is obliged to compensate all Zeppelin Rental's losses in accordance with the general statutes of Danish law.
- 17.3. In the event of breach on the part of the Renter, Zeppelin Rental is obligated to demand sufficient security for the Renter's fulfillment of its obligations.
- 17.4. If the Renter is placed under bankruptcy or reconstruction proceedings, the estate must notify the Renter whether the estate will enter into the rental agreement. Notification must be received no later than five (5) days from the

lessor's request.

Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

## **18. DISPUTES**

- 18.1. Disputes arising from this contractual relationship shall be settled in accordance with Danish law.
- 18.2. The lessee accepts that the Court of Roskilde is the first place of jurisdiction.

## **19. OTHER**

- 19.1. The lessee accepts that equipment may be owned by third parties (including leasing companies).
- 19.2. The lessor may place – or have placed – on the rented property advertising for his own company and/or for third-party companies. The lessee may not place or attach advertisements for himself or others on the rented property unless this has been approved in writing by the lessor. Upon conclusion of the rental period, all advertisements placed or affixed by the Renter must be removed at the Renter's expense.
- 19.3. The lessor reserves the right to change the Terms and may do so with seven (7) days' notice.
- 19.3. In case of a dispute, the Danish version hereof shall prevail.

## **20. EXPORT WITHIN EU – EXPORT CONTROL**

- 20.1. The lessee understands and confirms, that the equipment or its parts are not sold to and shall not be further offered for resale, rented, leased, must not be further exported, re-exported, transferred to or otherwise provided for use ('Distribute') in the countries or territories under international trade embargo, including, but not limited to Russia, Belarus, Iran, Syria, North Korea, the Republic of Crimea, Sevastopol, not controlled by the government of Ukraine territories of DNR (so called Donetsk People's Republic), LNR (so called Luhansk People's Republic), Kherson and Zaporizhzhia regions ('Forbidden Territories'). To Distribute to Forbidden territories is explicitly prohibited.
- 20.2. The lessee shall indemnify, defend, hold harmless and unconditionally compensate the lessor, any company of Zeppelin group and the manufacturer against any claims, fines, penalties, damages, losses, liabilities incurred by any of these as a result of the [insert party]'s failure to comply with this clause. Failure to comply with any part of this clause shall result in termination. This clause remains in effect even after termination or expiration of any agreement, offer or other binding document.

## **21. EXPORT OUTSIDE OF EU – EXPORT CONTROL**

- 21.1. The lessee shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this

- 21.2. The lessee shall undertake its best efforts to ensure that the purpose of paragraph (21.1.) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 21.3. The lessee shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (21.1.).
- 21.4. Any violation of paragraphs (21.1.), (21.2.) or (21.3.) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 25% of the total value of this Agreement or price of the goods exported, whichever is higher.
- 21.5. The lessee shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (21.1.), (21.2.) or (21.3.), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The lessee shall make available to the lessor information concerning compliance with the obligations under paragraph (21.1.), (21.2.) and (21.3.) within two weeks of the simple request of such information.

