

Gratuitous Loan agreement

between

**LUKNAR s. r. o.
Vilová 31
85101 Bratislava
Slovakia**

hereafter referred to as
„*the lender*”

and

**Stredná odborná škola gastronómie
Farského 9
85101 Bratislava
Slovakia**

hereafter referred to as
“*the borrower*”

and

**RATIONAL International AG
Heinrich-Wild-Strasse 202
9435 Heerbrugg
Switzerland**

hereafter referred to as
“*RATIONAL*”

1. ACKNOWLEDGMENT

- a) The cooperation between the aforementioned parties aims to promote the use of RATIONAL cooking equipment in professional kitchens. The purpose of the gratuitous loan is to train and educate kitchen staff in the application of cooking technology and to convince customers of the added value of RATIONAL cooking systems.
- b) The items on loan as listed in Schedule 1 (hereafter referred to as “the equipment”) remain at all times property of the lender. The borrower has no right, title, or interest on or to the equipment other than the right to possession and use of the equipment subject to the terms and conditions of this agreement.
- c) It is the lender's obligation to insure the equipment against fire and theft through break-in and entry. It is, however, the borrower's responsibility to protect the units against simple theft (“loss” of the units without visible signs of break-in) and the borrower shall be fully liable for any damage resulting from such simple theft.
- d) This arrangement is limited to the parties identified above. It may not be assigned to other parties.
- e) The General Terms and Conditions of RATIONAL International AG shall apply.

- f) The lender has the right, without further announcement or legal process, to remove the equipment from the borrower's premises, even before the end of the agreed loan period, in the following cases:
- The borrower has declared bankruptcy
 - The borrower has entered compulsory or voluntary liquidation
 - Debt collection proceedings for the borrower have begun

2. LOAN PERIOD

The Period of loan is confirmed for:	Start Date	End Date
	01.11.2021	31.04.2022

3. AGREEMENT

- a) The equipment remains in the property of the lender.
The borrower is not allowed to sell, remove, or otherwise dispose the goods without written consent from the lender.
- b) The equipment shall be installed in the borrower's premises.
- c) RATIONAL may use the loan equipment within the borrower's premises at defined dates for demonstration and training purposes. The relevant dates and times shall be agreed in advance between the borrower and RATIONAL. (Schedule 2)
- d) Whenever the equipment is not used by RATIONAL, the borrower is entitled to use the loan equipment free of charge for his own purposes.
- e) The borrower must ensure that the equipment is handled with due care and attention by trained personnel and properly cleaned after use, exclusively with original care and cleaning products, in accordance with the operating instructions of the manufacturer.
- f) The borrower is not liable for wear and depletion caused by normal use of the equipment. Damages and costs resulting from the borrower's gross negligence or wilful intent must be borne by the borrower.
- g) RATIONAL shall be liable for any damage and repairs resulting from the use of the equipment during events hosted by RATIONAL.
- h) The lender and the borrower shall enjoy the right to give three months' notice of cancellation of this agreement from the end of a month. Such written notice shall require no special form. RATIONAL must be informed without delay about the cancellation.
- i) The borrower shall return the equipment to the lender in clean and functional condition at the end of the defined loan period.

4. SIGNATURES

Place, date

Bratislava, 28.10.2021

Place, date

Place, date

Stamp & Signature(s)

The Lender

LUKNAR s. r. o.

Stamp & Signature(s)

The Borrower

Stredná odborná škola gastronómie

Stamp & Signature(s)

RATIONAL

RATIONAL International AG

SCHEDULE 1
LOAN EQUIPMENT

The following items, which are the property of the lender, have been set up in the borrower's premises:

Material Number	Description	Quantity
CB1ERRA.0000994	ICP 61E	1

SCHEDULE 2
SITE USE AGREEMENT

The purpose of this agreement is to define the required facilities by site to support RATIONAL with the agreed events planned and confirmed by RATIONAL and the borrower.

The borrower is to provide the following:

- Car Parking (where practicable)
- Refreshments
- Meeting room
- Toilets
- Kitchen to be accessible on event days, times confirmed by both parties
- Kitchen to be at a high standard of cleanliness
- Loan equipment to be cleaned prior events

On completion of the events, kitchen and meeting rooms to be left in the same condition as prior to use.

All parties agree to these terms as part of the Loan Agreement.