

PART I. GENERAL TERMS

Clause 1 General

(1.1) All deliveries, services, and offers of "Ecokraft AG" (hereinafter referred to as: Ecokraft) are made solely based on these terms and conditions, even if not expressly mentioned during negotiations. We do not recognize opposing terms and conditions, even if we do not explicitly object to them or if we refer to correspondence from the contracting party in which reference is made to their terms and conditions. Our General Terms and Conditions apply to all contracts with entrepreneurs, legal entities under public law, and special public funds, including for all future business relationships, even if they are not expressly agreed upon again. Our General Terms and Conditions are considered accepted at the latest upon acceptance of the products or services.

(1.2) Opposing terms and conditions or terms deviating from our terms and conditions from the customer shall only apply if we have explicitly agreed to their application in writing.

(1.3) Customers are buyers or renters. For buyers, Part II of these conditions applies in addition, and for renters, Part III applies in addition.

Clause 2 Offer, Conclusion of Contract, and Documents

(2.1) Employees of Ecokraft, unless they are members of the board of directors or authorized signatories, do not have the authority to conclude contracts and are not authorized to accept written offers. In particular, they are not authorized to make binding promises or assurances regarding the subject matter of the contract or delivery dates. All agreements of this contract are set forth in the written contract documents. There are no oral side agreements.

(2.2) Our offers are non-binding until the conclusion of the contract. The customer is bound by their contractual offers for 14 days.

Clause 3 Customer's Withdrawal and Other Liability on Our Part

The use of Ecokraft products is generally at the customer's own risk. The customer cannot hold ECOKRAFT AG liable for their own mistakes or the actions of third parties. We are therefore liable exclusively within our area of responsibility according to the following rules:

(3.1) The customer's statutory right of withdrawal shall neither be excluded nor restricted. Similarly, our statutory or contractual rights and claims shall neither be excluded nor restricted.

(3.2) We are fully liable only for intent and gross negligence (including that of our legal representatives and vicarious agents) as well as for injury to life, body, and health. We are also fully liable when guarantees or assurances have been provided, if a defect covered by such a guarantee triggers our liability. There is also no limitation in cases of liability arising from hazardous activities (particularly under the Product Liability Act). Any liability under the principles of recourse for entrepreneurs in accordance with Sections 478 and 479 of the German Civil Code (BGB) remains unaffected.

(3.3) In the event of the culpable breach of essential contractual obligations (cardinal obligations), our remaining liability is limited to typical foreseeable damage. Otherwise, liability – regardless of the legal basis (particularly claims arising from the breach of primary and secondary contractual obligations, tortious acts, and other delictual liability) – is excluded. Cardinal obligations are essential contractual obligations, i.e., those duties that define the nature of the contract and on which the contracting party may rely; these are the essential rights and obligations that create the conditions for fulfilling the contract and are indispensable for achieving the purpose of the contract.

(3.4) The same exclusions, limitations, and exceptions apply to claims arising from pre-contractual liability.

(3.5) In the case of claims for reimbursement of expenses (with the exception of those under Sections 439 II and 635 II of the German Civil Code), this Clause 3 shall apply accordingly.

(3.6) Any exclusion or limitation of our liability also applies to our legal representatives and vicarious agents.

(3.7) A reversal of the burden of proof is not intended.

Clause 4 Payment Terms

(4.1) Unless otherwise specified in the order confirmation (alternatively in the invoice), the invoice amount is due for payment in advance (without deduction).

(4.2) If the customer defaults on payment, we are entitled to charge default interest at a rate of 9 percentage points above the base interest rate. We may at any time prove and charge a higher interest loss. In the event of payment default, we are also entitled to revoke any agreed discounts, rebates, and other benefits. We reserve the right to make further deliveries only against advance payment.

(4.3) Non-compliance with the payment terms, default, or circumstances that are likely to reduce the customer's creditworthiness will result in the immediate maturity of all our claims.

(4.4) The customer is entitled to offset rights only if their counterclaims have been legally established, are undisputed, or have been acknowledged by us.

(4.5) The customer is entitled to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship or the counterclaim is acknowledged, legally established, ready for decision, or undisputed.

(4.6) We are not obligated to accept bills of exchange or checks. Credits in this regard are always conditional upon redemption (payment in lieu, not in fulfillment); they are processed with value date on the day we can dispose of the equivalent amount. Bills of exchange will be credited with the deduction of the discount charged to us at the time of transfer, stamp duty, and bank fees, as well as collection costs if applicable.

(4.7) Further contractual or statutory claims in the event of default remain reserved.

(4.8) In the case of outstanding claims against us, we will notify you via email, SMS, post, or by phone and may send you a reminder. If and to the extent that payment from your side is not made as a result, we will initiate a collection procedure against you. The collection procedure will be carried out by a collection service provider commissioned by us. As far as necessary for the execution of the collection procedure, the collection service provider will conduct address investigations and will access public registers to locate you as the debtor.

In the context of a legal dispute with you, we process your personal data to enforce and/or defend our rights. To the extent necessary for the conduct of the legal dispute, we will also access data from other sources (e.g., public registers).

These data processing activities are necessary for the performance and processing of the contract (Art. 6 para. 1 sentence 1 lit. b GDPR) and to safeguard our legitimate interests in preventing the misuse of our services and in asserting, enforcing, or defending legal claims (legal basis: Art. 6 para. 1 sentence 1 lit. f GDPR).

Clause 5 Place of Performance, Jurisdiction, Applicable Law, Contract Language, and Burden of Proof

(5.1) The place of performance is the Ecokraft facility specified in the contract form.

(5.2) The place of jurisdiction is our business location, provided the customer is also a merchant, a legal entity under public law, or a special public fund. The same applies if the customer has no general place of jurisdiction within the country. We are entitled to bring legal action against the customer in other permissible jurisdictions.

(5.3) For all claims and rights arising from this contract, the non-unified law of the Federal Republic of Germany (BGB, HGB) applies. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of the Introductory Act to the German Civil Code (EGBGB) is expressly excluded. The contract language is German.

(5.4) None of the clauses in these terms and conditions are intended to alter the statutory or judicial allocation of the burden of proof.

Clause 6 Confidentiality

Ecokraft and the customer commit to not disclosing the trade secrets of the other party to third parties and to instruct their employees accordingly.

Clause 7 Data Storage

Our company regularly checks your creditworthiness when concluding contracts and in certain cases where there is a legitimate interest. For this, we work with Creditreform Regensburg Aumüller KG, Villastraße 4, 93055 Regensburg, from whom we receive the necessary data. For this purpose, we transmit your name and contact details to Creditreform.

Clause 8 Written Form Requirement

Side agreements, additions, or modifications to these terms are only valid in written form.

PART II. SPECIAL TERMS FOR SALES

Clause 1 Scope of Performance

(1.1) Ekokraft delivers the machines specified in the contract under the conditions outlined therein and in these General Terms and Conditions.

(1.2) Information, illustrations, and drawings related to the purchase item in brochures, advertising materials, or other sales documents are only approximately accurate and therefore not binding. They are only considered as quality or durability guarantees if expressly confirmed as such by Ekokraft in writing.

(1.3) Technical and constructive commercial changes to the products are reserved, provided they do not unreasonably disadvantage the customer and do not affect the usability of the purchased item.

Clause 2 Delivery Modalities and Delivery Obstacles

(2.1) The delivery period begins with the dispatch of the order confirmation, but not before the provision of the documents, approvals, and releases to be obtained by the customer, as well as the receipt of an agreed advance payment and clarification of all technical questions.

(2.2) The delivery period is considered met if the delivery item has left the factory by the time it expires or if readiness for shipment has been communicated.

(2.3) In the event of unforeseen obstacles that are outside of our control and that we could not avoid despite reasonable diligence under the circumstances—regardless of whether they occur at our premises or at a subcontractor's facility—such as force majeure (e.g., war, fire, and natural disasters), delays in the delivery of essential raw materials, official interventions, particularly the untimely granting of any required export or other permits by German and/or Austrian authorities, etc.—we are entitled to withdraw from the supply contract in whole or in part or to extend the delivery time by the duration of the obstacle. The same rights apply to us in the event of strikes or lockouts at our premises or those of our suppliers. We will inform the customer of such circumstances without delay and promptly refund any payments made by the customer. Should the obstacle lead to a delay of more than one month, we also have the right to withdraw from the supply contract in whole or in part.

(2.4) Proper and timely self-supply is reserved. We will inform the customer of any delays. If we do not receive proper or timely deliveries from our suppliers and we are not at fault, the performance period will be extended accordingly. In this case, we may also declare withdrawal from the contract regarding the undelivered items, provided that the performance period is extended by more than one month due to improper or untimely self-supply. To the extent permissible under competition law, we will assign our claims against the supplier for non-contractual delivery to the customer. Further claims for damages and reimbursement of expenses from the customer against us are excluded.

(2.5) In the event of a delivery delay, the customer may withdraw from the contract after an unsuccessful, reasonable deadline has passed; in the event of impossibility of our performance, this right is also granted without setting a deadline. Claims for damages (including any consequential damages) are excluded without prejudice to clause 2.6 and § 3 of Part I, which are not intended to reverse the burden of proof; the same applies to claims for reimbursement of expenses.

(2.6) If a fixed transaction has been agreed upon, we are liable according to statutory provisions; the same applies if the customer can assert that their interest in contract fulfillment has lapsed due to our fault in delay.

(2.7) If the shipment is delayed at the request of the customer, they will be charged the costs incurred due to storage starting one month after notification of readiness for shipment.

Clause 3 Transfer of Risk, Acceptance of Products, and Partial Deliveries

(3.1) The risk passes to the customer in the case of a pickup obligation upon separation of the products and their agreed provision. The same applies to shipment obligations from the moment of handover to the carrier. In the case of delivery obligations, the risk passes when leaving the factory premises. The same applies in the event of the creditor's delay.

(3.2) Delivered items must be accepted by the customer, even if they have minor defects, without prejudice to their rights under Clause 3 of Part I and Clause 6 of Part II. Partial deliveries are permitted, provided they are reasonable for the customer.

(3.3) At the customer's request, Ekokraft will insure the products against transport damages at the customer's expense. The transport insurance will cease in any case upon arrival of the products at the customer's premises or at the delivery location designated by them.

(3.4) Products that are ready for shipment must be called off immediately. Otherwise, Ekokraft is entitled to store them at the customer's expense and risk at its own discretion and consider them delivered ex works. If the delivery of a ready-to-ship item is postponed at the customer's request for more than one month, Ekokraft is entitled to charge the customer storage fees amounting to 0.5% of the invoice amount of the relevant item, but not exceeding a total of 10%, for each commenced month. The customer may prove that no storage costs or significantly lower costs have been incurred.

Clause 4 Prices and Delivery Conditions

(4.1) The prices stated in the purchase contract are net prices excluding value-added tax, which will be charged to the customer separately at the applicable legal rate. Prices are generally understood to be ex works.

(4.2) The purchase price plus value-added tax must be paid in advance without deductions or against cash on delivery (plus cash on delivery fee). The determining factor is when the credit is received in our account.

(4.3) If, on a delivery date that is four months after the conclusion of the contract, changes in the price basis occur (e.g., price increases for raw materials, wage increases), we reserve the right to make an appropriate price adjustment after informing the customer.

(4.4) We expressly reserve the right to refuse checks. The acceptance of checks is always for the purpose of payment. Payment by check only occurs when the corresponding amount has been irrevocably credited to our bank account.

(4.5) If, after the conclusion of the contract, Ekokraft becomes aware of circumstances that result in a significant deterioration of the customer's financial situation, such as the opening of insolvency proceedings or delays in previous deliveries, Ekokraft has the right to declare all outstanding payment claims against this customer due immediately or to require the provision of securities. If the customer does not comply with our request for security within a reasonable period, we are entitled to withdraw from the contract; in this case, the customer is not entitled to any claim for damages.

Clause 5 Retention of Title

(5.1) Until payment for the products has been made, they remain our property. We reserve ownership of all delivered products in transactions with entrepreneurs until the customer has paid all current and future claims arising from the business relationship. The retention of title also applies to replacement or spare parts, even if they are incorporated, as they do not thereby become essential components within the meaning of § 93 BGB.

(5.2) In the event of a breach of contract by the customer, particularly in the case of payment default, we are entitled to take back the products after a fruitless deadline has been set. A mere return of the products is only considered a withdrawal from the contract if a reasonable period for performance set by us has expired without success, and the withdrawal is expressly declared. The costs incurred by us from the return (in particular transport costs) shall be borne by the customer. Furthermore, we are entitled to prohibit the customer from any resale, processing, combining, or mixing of the products delivered under retention of title and to revoke the collection authorization (§ 7 V). The customer may only request the delivery of the products that have been taken back without an express declaration of withdrawal after full payment of the purchase price and all costs.

(5.3) The customer is obliged to handle the products with care (including necessary inspection and maintenance work).

(5.4) The customer may not pledge or transfer the delivery item and the claims arising in its place as security, nor assign them. In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can file a lawsuit according to § 771 ZPO. The costs of such a lawsuit that remain with us despite a favorable outcome under § 771 ZPO shall be borne by the customer.

(5.5) The customer is entitled to resell, process, or mix the purchased item in the ordinary course of business; however, he hereby assigns to us all claims arising from the resale, processing, mixing, or for other legal reasons (in particular from insurance or tortious acts) in the amount of the agreed final invoice amount (including VAT) as well as all ancillary rights. If the delivered product is co-owned by us due to the retention of title, the assignment of claims occurs in proportion to the shares of co-ownership. If the delivered product is sold together with products from third parties that do not belong to the customer, the resulting claims shall be assigned to us in the proportion that corresponds to the final invoice amount of our products to the final invoice amount of the third-party products. If the assigned claims are included in a running account, the purchaser already assigns a corresponding part of the balance (including the final balance) to us; if intermediate balances are drawn and their carryforward is agreed upon, the claim to which we are entitled according to the above regulation from the intermediate balance shall be treated as assigned to us for the next balance. The customer remains authorized to collect these claims even after the assignment, whereby our right to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the customer fulfills his payment obligations from the collected proceeds, is not in default of payment, and no application for the opening of insolvency proceedings has been filed or a cessation of payments is present. If this is the case, the customer must inform us upon request of the assigned claims and the debtors, provide all necessary details for collection, hand over the related documents, and notify the debtor (third party) of the assignment. This also applies if the customer resells, processes, or mixes the purchased item in violation of the contract.

PART III. SPECIAL CONDITIONS FOR RENTAL AGREEMENTS

Clause 1 Performance Relationship

The contracting parties are the signatories of the rental agreement. Multiple customers as tenants are jointly and severally liable. Oral side agreements are not valid.

Clause 2 Rent, Lease Duration, and Payment Method.

(2.1) The rental price is based on the currently valid price list.

(2.2) The chargeable rental period begins on the day of pickup and ends, even in the case of early return, with the agreed-upon end of the rental. If the machine is not picked up or is returned early, Ekokraft (the lessor) is entitled to the agreed rental fee.

(2.3) In special cases, a deposit may be required at the time of order placement or a security deposit upon pickup. The corresponding deposit or security deposit will be credited to the customer after deducting the rental fee upon return or refunded.

Clause 3 Obligations of the Tenant

(3.1) The tenant must handle the machine with care. They are required to follow technical regulations and operating instructions. The machine will be handed over to the tenant cleaned and must be returned in the same condition. Otherwise, a charge of ½ day's rental fee will apply.

(3.2) Only the tenant and listed persons who meet the minimum requirements are authorized to operate the machine, unless expressly agreed otherwise in writing. If the machine is handed over to third parties, the tenant is in any case responsible for ensuring that these parties comply with the terms of this contract and for their behavior as if it were their own actions.

(3.3) In the event of damage, the tenant is obliged to inform Ekokraft immediately about the damage. A report must be created, including the names and phone numbers of those involved and a description of the circumstances of the damage. If there are personal injuries, the police must be notified. The police report of the accident or the confirmation of rejection of the accident report by the police must be submitted.

(3.4) Operating the rental item under the influence of alcohol or other drugs is not permitted.

(3.5) Upon termination of the rental agreement, the tenant must return the rental item in a proper condition, particularly cleaned and complete, taking into account normal wear and tear for the rental period, without delay. The tenant does not have a right of retention.

Clause 4 Claims for Defects

(4.1) The lessor shall maintain the rental item in operational condition at their own expense. They will rectify any damage arising from proper use, provided that the tenant has demonstrably fulfilled their maintenance obligations.

(4.2) The responsibility for rectifying all other damages, particularly those arising from improper or unsuitable use, faulty assembly or commissioning, unauthorized modifications, unprofessional maintenance work by the tenant or third parties commissioned by the tenant, negligent treatment, excessive use, unsuitable operating materials or replacement parts, defective construction work, unsuitable building ground, or chemical, electrotechnical, or electrical influences, lies with the tenant, unless the damages are attributable to the lessor's fault. This also applies to corrosion and rust damage.

(4.3) Any disturbances that occur must be reported to the lessor immediately. The tenant must provide the lessor with sufficient opportunity to remedy disturbances and address damages after consultation; otherwise, the lessor is released from liability for defects. Only in urgent cases that threaten operational safety, which the tenant must report immediately, does the tenant have the right to rectify the defect themselves or have it rectified by third parties and demand reasonable reimbursement of costs from the lessor.

(4.4) The tenant's warranty rights expire 12 months from the occurrence of the claim. If the law mandatorily provides for a longer period, that longer period shall apply.

(5.6) The retention of title also extends to products created through the processing or transformation of our products, to their full value, with these processes occurring for our benefit, such that we are deemed the manufacturer. If the processing or transformation occurs together with other products that do not belong to us, we acquire co-ownership in proportion to the objective values of these products, and it is hereby agreed that the customer shall carefully store the products for us. If our reserved goods are connected with other movable items to form a unified item or are inseparably mixed, and the other item is to be regarded as the principal item, the customer assigns us co-ownership in proportion to the value of the principal item, as far as the principal item belongs to him; the customer shall hold the resulting (co-)ownership for us. The same provisions apply to such resulting items as apply to those delivered under retention of title.

(5.7) The securities to which we are entitled are not included to the extent that the estimated value of our securities exceeds the nominal value of the secured claims by 50%; the decision regarding which securities are released is left to our discretion.

(5.8) Insofar as the validity of the retention of title in the destination country is subject to special conditions or formal requirements, the customer is responsible for ensuring compliance with them.

Clause 6 Liability for Material and Legal Defects

(6.1) If there is a defect in the purchased item, we are entitled, at our discretion, to either remedy the defect or deliver a defect-free item; in transactions with consumers, they have the right to choose. The prerequisite for this in transactions with other entrepreneurs is that the defect is not insignificant. If one or both forms of subsequent performance are impossible or unreasonable, we are entitled to refuse them. We can refuse subsequent performance as long as the customer has not fulfilled their payment obligations to us to the extent corresponding to the defect-free part of the performance. In the case of subsequent performance, we only bear the expenses up to the amount of the purchase price, provided that these do not increase because the purchased item was provided at a location other than the place of fulfillment. We bear the expenses necessary for subsequent performance, especially transport, travel, labor, and material costs; reimbursement of costs is excluded to the extent that additional costs arise from transporting the item to a location other than the place of fulfillment.

(6.2) If the subsequent performance mentioned in paragraph 1 is impossible or fails, the customer has the right to choose either to reduce the purchase price accordingly or to withdraw from the contract in accordance with legal provisions; this applies especially in the case of culpable delay or refusal of subsequent performance, as well as if it fails for the third time. Further claims by the customer, regardless of the legal reason, are excluded or limited according to clause 3 part 1.

(6.3) No warranty is assumed for damages arising from the following reasons: unsuitable or improper use, faulty assembly by the customer or third parties, natural wear and tear and usual deterioration, improper or negligent treatment, excessive strain, unsuitable operating resources, defective construction work, unsuitable building ground, substitute materials, chemical, electrochemical, or electrical influences (provided they are not attributable to us), improper and unauthorized changes or repairs by the customer or third parties. Warranty is also excluded for defects resulting from the customer not adhering to the commissioning requirements of Ekokraft or not maintaining them during operation, from not following the operating or maintenance instructions of Ekokraft, or from the customer making changes to or replacing parts of the delivery items that do not conform to the specifications of Ekokraft.

(6.4) Claims due to defects shall expire 12 months after commissioning. The claims for reduction and the exercise of a right of withdrawal are excluded as long as the claim for subsequent performance has expired. However, in the case of sentence 3, the customer may refuse to pay the purchase price to the extent that they would be entitled to do so based on withdrawal or reduction; in the event of exclusion of withdrawal and subsequent refusal of payment, we are entitled to withdraw from the contract. A reversal of the burden of proof is not intended.

(6.5) Limited liability for the quantity and quality of goods produced with the purchased item. The specifications provided by Ekokraft regarding the production performance and the qualities of the respective machine depend significantly on the type and moisture of the test material. Subsequent changes regarding raw materials, quality, and/or moisture of the raw materials cannot be taken into account during the material testing process. The information in the test protocol serves only as a reference with respect to the influencing factors of the respective material. Information regarding the performance of the machines concerning quality and productivity is not possible and is not part of the purchase contract.

(6.6) General requirements for smooth and wear-reducing operation of the machines and plants: Examination and cleaning of the starting material from metals, stones, and other foreign bodies, possibly using metal separators, stone traps, manual measures, and/or other measures.

Clause 5 Liability of the Tenant

(5.1) The tenant is liable for all damages for which they are responsible that occur during the rental period to the rented machine and its equipment. In the event of damage, they are liable according to legal provisions, specifically for:

- a) The necessary repair costs, the amount of which can also be determined by expert appraisal
- b) In the case of total loss or theft, the value of the rental item must be compensated
- c) Recovery and return costs
- d) Appraisal costs
- e) Depreciation (technical & commercial)
- f) The lessor's loss of profit for the duration of the repair, and in the case of total loss, for the appropriate replacement period
- g) All ancillary costs of damage remediation
- h) Any downgrade damages with insurance by the lessor

(5.2) There is generally no machine breakage insurance for the rented machines provided by the lessor. It is the tenant's responsibility to check whether and to what extent the rental machine is covered by the tenant's personal liability insurance or the business liability insurance in the case of companies.

Clause 6 Access by Third Parties

(6.1) In the event of seizures, attachments, or similar actions, regardless of whether they are initiated by an authority or a private party, the tenant must immediately inform about the ownership situation both orally and in writing.

(6.2) Furthermore, the tenant must notify the lessor and provide any necessary documents.

(6.3) The tenant must inform the lessor without delay if an application for forced auction or compulsory administration concerning the properties on which the rental item is located has been filed.

(6.4) Any claims for compensation that may arise for the tenant due to access by third parties are hereby assigned to the accepting lessor.

(6.5) The tenant bears the costs for all measures taken to remedy such interventions.

Clause 7 Modification of the Rental Item

(7.1) Modifications to the rental item, such as additions, installations, or connections with other items, may not be made without the prior consent of the lessor.

(7.2) If modifications are required by authorities, the lessor must be notified immediately.

(7.3) The lessor may demand that the original condition of the rental item be restored.

(7.4) Modifications made to the rental item without the lessor's consent become the property of the lessor; no compensation is owed, and there is no right to remove them.

Clause 8 Obligations of the Lessor

(8.1) If a repair becomes necessary before or during the rental period without the tenant's fault, the lessor will attempt to provide a replacement machine. If a replacement machine cannot be provided and/or the repair is not possible, the lessor is obliged to waive the rental fee for the downtime. Any additional claims for damages from the tenant due to the machine's downtime are not permitted.

(8.2) The lessor is liable for damage to the tenant solely in accordance with Section I, Clause 3 of these General Terms and Conditions of Ecokraft.

(8.3) The lessor is not liable for valuables and/or items left behind when the machine is returned.

Clause 9 Right of Inspection by the Lessor

The tenant must grant the lessor or their authorized representative access to the location of the rental item at any time upon request and by prior arrangement during normal business hours to check the use and operational readiness of the rental item. The costs of the inspection are borne by the lessor. The costs incurred by the tenant shall be borne by the tenant themselves.

Clause 10 Return

(10.1) The machine must be returned to the lessor on the date specified in the rental agreement.

(10.2) The lessor may terminate the rental agreement prematurely and without notice if the continuation becomes unreasonable for legitimate reasons; this is particularly the case if false information about the tenant is revealed, if there are doubts about the tenant's creditworthiness, serious unreliability, or violation of contractual obligations. Additionally, claims for damages from the lessor remain unaffected. A valid reason for termination also exists if the tenant is in arrears with the payment of rent or a significant portion of the rent for two consecutive payment dates or has been in arrears for an amount that reaches the rent for two months over a period extending beyond two payment dates.