

# General Rental Conditions

## I. Validity

1.

The present General Rental Conditions of the Lessor apply to all offers and rental agreements for the rental of aerial work platforms, construction machinery, cranes, forklifts and other construction equipment and industrial machinery. The rental contract conditions of the Lessee are expressly rejected.

2.

These General Rental Conditions also apply to future contracts for the rental of movable property with the same Lessee.

3.

Individual agreements made with the Lessee in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these rental conditions. The content of such agreements shall be determined by the Lessor's confirmation in text form or applicable framework agreements, e.g. between members of the PartnerLIFT rental association.

4.

Unless otherwise stated, all rental offers by the Lessor are non-binding.

## II. Handover of Equipment, Notification of Defects and Liability, and Rental with Operating Personnel

**The recipient is authorized to sign the corresponding documents, including upon return.**

1.

The Lessor shall keep the equipment in operational condition ready for collection or dispatch it. Upon collection/dispatch, including when transport is carried out with the Lessor's vehicles, the risk of transport passes to the Lessee. This only applies if the Lessee is an entrepreneur, a legal entity under public law, or a special fund under public law pursuant to Section 310 (1) sentence 1 of the German Civil Code (BGB) (hereinafter also collectively referred to as "Entrepreneur"). In the event of delay, the Lessor is also entitled to provide the Lessee with a functionally equivalent rental object for the purpose of remedying the damage, provided this is reasonable for the Lessee.

2.

The Lessee is free to inspect the equipment in good time before dispatch/collection.

3.

Defects recognizable at the time of handover which not insignificantly impair the intended use can no longer be reported if they were not immediately reported in text form to the Lessor after inspection. Other defects already present at the time of handover must be reported in text form immediately upon discovery.

4.

The costs of remedying any defects attributable to and acknowledged by the Lessor shall be borne by the Lessor.

5.

The Lessor shall remedy defects acknowledged by him. He may also have the remediation carried out by the Lessee. In the latter case, the Lessor shall only bear the costs of defect

remediation up to the amount of a cost estimate expressly approved by the Lessor from the Lessee. The agreed rental period shall be extended in both cases by the time that elapses from the notification of the defect until its remediation. No rent shall be payable for this period, provided the Lessee does not use the equipment. Costs incurred by the Lessee for equipment downtime shall not be borne by the Lessor. The Lessee is not entitled to make changes to the rental object, in particular additions, modifications or installations, or to remove markings without the prior consent of the Lessor.

6.

If the Lessor, through his own fault, allows a deadline set by the Lessee for the remediation of a defect present at handover to expire without result, the Lessee shall have the right of withdrawal. The right of withdrawal also exists in other cases where the Lessor fails to remedy a defect present at the time of handover.

7.

All further claims for damages against the Lessor, in particular compensation for damages not arising on the rental object itself, may only be asserted by the Lessee in the following cases: intentional or grossly negligent breach of duty by the Lessor, a legal representative or vicarious agent of the Lessor; culpable breach of material contractual obligations insofar as the achievement of the contractual purpose is jeopardized, with regard to the foreseeable damage typical of the contract; damages arising from injury to life, body or health based on a negligent breach of duty by the Lessor, a legal representative or vicarious agent of the Lessor; liability of the Lessor under the Product Liability Act for personal injury or property damage to privately used items; defects that were fraudulently concealed or whose absence the Lessor guaranteed. All other liability for damages is excluded.

8.

If, through the fault of the Lessor, the rental object cannot be used by the Lessee in accordance with the contract due to omitted or defective implementation of suggestions and advice provided before or after conclusion of the contract, as well as other ancillary contractual obligations – in particular instructions for operation and maintenance of the rental object – the provisions of Clauses II No. 5 and II No. 6 as well as Clause II No. 7 shall apply accordingly, to the exclusion of further claims by the Lessee.

9.

When renting equipment with operating personnel, the operating personnel may only be used to operate the equipment and not for other work. In the event of damage caused by the operating personnel, the Lessor shall only be liable if the Lessor failed to properly select the operating personnel. Otherwise, the Lessee bears the liability.

10.

The Lessee is also liable for ensuring that the operating personnel, insofar as they are not provided by the Lessor, are suitable for operating and handling the equipment and only put the equipment into operation after appropriate instruction.

11.

The Lessee is obligated to inform the Lessor immediately upon request of the current location or place of use of the rental object as well as any intended change of location or place of use. Use of the rental object outside the Federal Republic of Germany is only permitted with the prior written permission of the Lessor in text form.

12.

The Lessee may neither hand over the rental object to a third party nor assign rights under this contract or grant rights of any kind to the rental object. Subletting to third parties is therefore also not permitted without the express written consent of the Lessor in text form. Subletting of the rental object by other machinery rental companies, in particular by members of the PartnerLIFT rental association, is permissible even without the prior consent of the Lessor.

### **III. Commissioning of Equipment**

1.

The Lessee is obligated to familiarize himself with the operating and maintenance instructions on the equipment before commissioning, and to carefully observe the further operating and maintenance instructions provided at handover.

2.

The Lessee is obligated to strictly comply with the statutory provisions and relevant accident prevention regulations as well as occupational safety regulations and road traffic regulations. This also applies to the loading and transport of the equipment.

3.

The Lessee is responsible for ensuring that the rented equipment is suitable for its intended use. Furthermore, the Lessee shall ensure:

- free access to properties and premises for delivery, removal and service work on the equipment
- the procurement and organization of all official permits and barricading work on site
- safe use on site with regard to deployment and weight restrictions, ground conditions and the environment

4.

Rental equipment without registration (official license plate requirement) is generally not approved for use on public roads. Attention is drawn to the lack of compulsory third-party insurance. The Lessee/operator of the machine is liable for damages caused by the use of self-propelled work machines not subject to registration with speeds up to 20 km/h.

### **IV. Rental Price and Payment, Assignment as Security for Rental Debt**

1.

The rental calculation is based on the normal shift time of up to 8 hours per day during a 5-day week and up to 23 working days per month.

2.

The full rental rate is also payable if the normal shift time has not been fully utilized or 23 working days per month have not been reached.

3.

Hours exceeding the normal shift time on a working day are considered overtime, for which a surcharge will be charged.

4.

If the Lessee changes the normal operating times of the equipment (e.g. overtime, Saturday, Sunday and public holiday use, standstill periods), the Lessee must reach an agreement with the Lessor beforehand. If the Lessee culpably provides incorrect information about the operating times, the Lessee shall pay a contractual penalty to the Lessor amounting to four times the amount of the evaded rent. The Lessor has the right to monitor the operating times by means of time recording devices and through personal inspection by its authorized representatives.

5.

The agreed rent is exclusively for the equipment itself, without operating personnel. All additional costs for loading and unloading, transport, insurance, fastening, operating materials, etc. will be charged separately.

6.

The rent as well as ancillary costs are to be paid in advance, unless otherwise agreed. The same applies if the rental period is extended.

7.

If the rent owed is not paid by the Lessee as agreed, or if the Lessee falls into payment default from other business dealings between the Lessee and the Lessor, or if there are other important reasons that make the continuation of the rental relationship no longer reasonable for the Lessor, the Lessor is entitled to immediately repossess the equipment without recourse to the courts. The Lessee is obligated to enable the Lessor access to the equipment and its removal. If the Lessor incurs costs and other demonstrable damages from the premature termination of the agreed rental period, the Lessee shall compensate for these.

8.

The Lessee has the right to withhold payments or to offset counterclaims only insofar as the counterclaims are undisputed or have been finally adjudicated, or insofar as they are counterclaims ready for decision in final proceedings; this only applies if the Lessee is an Entrepreneur.

9.

The Lessor undertakes to release the securities to which the Lessor is entitled at the Lessee's request, insofar as their value exceeds the claims to be secured by more than 25%.

10.

The Lessee hereby assigns in advance, in the amount of the agreed rental price, its claims against its client, for whose order the equipment is used, to the Lessor. The Lessor hereby accepts this assignment.

11.

The Lessor undertakes to release the securities to which the Lessor is entitled at the Lessee's request, insofar as their value exceeds the claims to be secured by more than 20%.

## **V. Beginning and End of the Rental Period and Return of Equipment**

1.

The rental period begins and ends on the agreed day/hour. If the Lessee wishes to extend the agreed rental period, this must be communicated to the Lessor immediately in writing or in text form. The intended return delivery of the equipment must be reported to the Lessor in good time beforehand in writing or in text form (release notification).

2.

The return delivery is considered completed when the equipment arrives with all parts required for its operation in proper condition in accordance with the agreed conditions at the Lessor's storage site or at another agreed location. The Lessee shall return the rental object in operational, fully fueled or with fully charged batteries, and in a clean condition.

3.

For daily rentals, the day of handover and return counts in full as rental time. For hourly rentals, the rental period ends at the full hour of return of the equipment. Any regulation contrary to these provisions requires a written agreement.

4.

If the Lessee requests that the return be made directly to a new lessee, the rental period ends on the agreed day of dispatch or collection for that purpose. The costs of the return transport are then to be paid proportionally by the original Lessee.

5.

If the equipment is returned later than agreed, the rental period ends on the day/hour of the return. The rental period overrun shall be compensated to the Lessor; furthermore, the Lessee is obligated to compensate the Lessor for any further damages.

6.

If the Lessor is in default with the provision of the equipment at the beginning of the rental period, the Lessee may demand compensation if the Lessee has demonstrably suffered damage due to the default. Without prejudice to Clause II No. 7, in the case of slight negligence, the compensation to be paid by the Lessor for each working day is limited to a maximum of the daily net rental price. After setting a reasonable deadline, the Lessee may withdraw from the contract if the Lessor is still in default at that time.

## **VI. Maintenance Obligations of the Lessee**

1. The Lessee is obligated to:

a)

protect the rented equipment from overuse in every respect. This also means refraining from using the rental object for special purposes that endanger the rental object itself, such as in particular use in tunnel or water construction sites, or construction sites where the rental object comes into contact with salts, acids, alkalis, or sewage sludge, or also concrete spraying and sandblasting work, unless the Lessor has given express consent in text form.

b)

ensure proper and professional maintenance of the equipment. In the event of malfunctions of the operating functions and/or operational safety, operation must be stopped immediately and the Lessor must be notified.

c)

report damage to the equipment to the Lessor within 1 working day.

d)

have necessary repair work carried out immediately by the Lessor. The costs shall be borne by the Lessor, provided the Lessee and its auxiliary personnel are not liable for them.

e)

return the equipment in proper, operational, cleaned and complete condition.

2.

The Lessor is entitled to inspect the rented equipment at any time or to have it inspected by an authorized representative. The Lessee is obligated to facilitate the inspection for the Lessor in every way and to allow the Lessor access to the construction site.

## **VII. Liability of the Lessee, Limitation of Liability, Deductible**

1.

In the event of rental contract violations, damage to the rental object or loss of the rental object, the Lessee is generally liable according to the general liability rules. The Lessee is obligated to report the loss of rental equipment as well as any damage to rental equipment to the Lessor immediately in text form.

2.

The Lessee is free to limit this liability to a deductible amount vis-à-vis the Lessor by paying a special fee. By agreeing to the liability limitation fee, the Lessee's liability for each individual case of damage to the rental object (machine breakdown) caused by negligent

personal fault is limited to a deductible of 10% of the list price of the rental object as new, with a minimum of €1,500 and a maximum of €7,500.

In the context of demolition work, i.e. work with hydraulic hammers, demolition and sorting grabs, demolition shears, etc., double the deductible according to the above scale is agreed in the event of damage. Damage to tires, tracks and rubber crawler belts of a rental object is excluded from the above limitation of liability.

3.

In the event of loss or theft of the rental object, the Lessee's deductible is 25% of the list price as new of the equipment, with a minimum of €1,500. In the event of loss or theft of the rental object due to intent or gross negligence of the Lessee, the full replacement value of the rental object must be paid.

4.

The limitation of liability does not apply to damages arising from the use of or defect in the rental object vis-à-vis third parties.

5.

For damages inflicted on third parties by the Lessee with the rental equipment which are covered under a motor vehicle liability insurance policy, the Lessee assumes a deductible of a maximum of €1,500 per equipment unit and individual damage event.

6.

For damages to the rental object caused by improper use – in particular by operating errors and overloading – as well as due to intent of the Lessee, the Lessee shall pay full compensation for damages. Also excluded from the limitation of liability are damages arising from the use of the rental object for special purposes that endanger the rental object itself, such as in particular use in tunnel or water construction sites, or construction sites where the rental object comes into contact with salts, acids, alkalis, or sewage sludge, or also use for concrete spraying and sandblasting work, unless the Lessor has given express consent in text form. In the event of grossly negligent causation of damage, the Lessor is entitled to hold the Lessee liable to an extent corresponding to the severity of the fault, up to the full amount of the total damage.

7.

If no limitation of liability is agreed, the Lessee is liable for any and all damages to the rental equipment (regardless of whether caused by the Lessee or third parties) and for loss or theft during the rental period. In this case, the Lessee is obligated to insure the equipment for the duration of the rental period against all types of insurable damages in favor of the Lessor and to present the insurance coverage confirmation to the Lessor before the start. The insurance certificate must be presented to the Lessor within 14 days upon request. If a damage event occurs, the Lessee must immediately notify the Lessor, stating the time and cause of the damage event as well as the extent of the damage. If the Lessee insures the rental equipment for the Lessee's own benefit, the Lessee hereby assigns in advance its claim to the insurance benefit to the Lessor, so that the Lessor can assert the claim directly with the insurance company. The Lessor accepts this assignment.

## **VIII. Obligations of the Lessee in Special Cases**

1.

The Lessee may not, without the prior written consent of the Lessor, sublet the equipment to a third party, hand it over, assign rights under this contract, or grant rights of any kind to the equipment. In the case of subletting or sub-rental by machinery rental companies permitted under Clause II No. 12, it is understood that the rental objects are passed on to end customers or other machinery rental companies. The respective machinery rental company

as Lessee is in these cases responsible for the proper handover and instruction to its customer.

2.

Should a third party assert rights to equipment through seizure, attachment or similar measures, the Lessee is obligated to notify the Lessor immediately and to inform the third party thereof by registered letter.

3.

In the event of traffic accidents, the police must be called. The Lessee must notify the Lessor immediately of all accidents.

4.

The Lessee must take appropriate measures to secure against theft or misappropriation of the equipment.

5.

If the Lessee culpably violates the above provisions 1 through 4, the Lessee is obligated to compensate the Lessor for all damages arising therefrom.

## **IX. Loss of the Rental Object**

1.

Should it be impossible for the Lessee, for any reason whatsoever, even if the Lessee is not responsible for such reasons, as well as in cases of force majeure, to fulfill the obligation to return the equipment, the Lessee is obligated to provide equivalent replacement in kind or in money, unless the machinery insurance covers the compensation.

2.

In any case, until the commissioning of a replacement machine, the agreed rent shall continue to be paid at 75%, unless the Lessee can demonstrate that the Lessor suffered no damage or less damage than 75% of the rent due to the days of non-operation.

## **X. Termination**

1.

The rental agreement concluded for a specific rental period is generally non-terminable for both contracting parties. The same applies to the minimum rental period within the framework of a rental agreement concluded for an indefinite period. After expiry of the minimum rental period, the Lessee has the right to terminate the rental agreement concluded for an indefinite period with one day's notice. In the case of rental or sub-rental to machinery rental companies, the separately agreed notice periods with the machinery rental company apply.

2.

The Lessor is entitled to terminate the rental agreement without notice for good cause:

a)

If the rent is not paid as agreed, or if, after conclusion of the contract, facts become known according to which the Lessor can reasonably assume a material deterioration in the creditworthiness of the Lessee from a banking perspective.

b)

If the Lessee, without the consent of the Lessor, uses the rental object or part thereof not for its intended purpose or moves it to another location.

c)

In cases of violations of Clause VI No. 1a, b, d and Clause VIII No. 1, 4.

3.

The Lessee may terminate the rental agreement after giving notice without observing a notice period if the use of the rental object is not possible for more than a short period for reasons attributable to the Lessor.

## **XI. Consumer Dispute Resolution and Other Provisions**

1.

The Lessor is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration body.

2.

The place of performance is the registered office of the Lessor. The exclusive place of jurisdiction, if the Lessee is a merchant, a legal entity under public law, or a special fund under public law, is, for both parties and for all present and future claims arising from the business relationship, the registered office of the Lessor or, at its option, the location of its branch office. The Lessor may also bring proceedings at the Lessee's general place of jurisdiction. German law applies exclusively.

## **XII. Hook Load Insurance**

For crane and lifting services performed by our personnel, we are liable for damage to the goods being lifted in accordance with the conditions of AVB Heavy Transport and Crane 2013, including the extension to the current conditions of the GTC-BSK Sections 407–450 of the German Commercial Code (HGB).

For goods damage up to 600 TSDE, insurance cover applies regardless of weight and freight.

Beyond this, the statutory regulations according to the GTC-BSK apply again.