

## **General Terms & Conditions of Hire**

### **1. General**

These terms and conditions also apply to future business transactions conducted between the contracting parties. These General Terms & Conditions of Hire apply exclusively. The General Terms & Conditions of Business of the customer are only valid if the supplier has expressly approved their validity in writing.

### **2. Period of rent**

The period of rent is calculated according to full calendar days. The period of rent commences upon dispatch of the equipment to the place of use and ends when the equipment is returned to the lessor. There is no minimum rental period.

### **3. Dispatch and transfer of risk**

The equipment is dispatched at the expense of the lessee using normal shipping methods, unless the lessee has expressly stipulated a certain shipping method. The cost of transport insurance is borne by the lessee. The transfer of risk commences upon pick-up or collection of the equipment from the lessor and ceases upon return of the equipment to the lessor.

### **4. Use of the rental property**

The rented equipment remains the property of the lessor. The lessee must use the equipment with care, adhere to all obligations related to the possession, use and preservation of the rental property, and comply with the lessor's recommendations for maintenance, support and use. Any necessary repairs arising from improper use shall be invoiced to the lessee separately. The status and repair report from the lessor forms the basis of the invoice and is made available to the lessee.

### **5. Liability and guarantee**

To the exclusion of other claims, the lessor is responsible for the functional operation of the rented equipment at the time of the transfer of risk in the following way: If the rented equipment has a fault at the time of the transfer of risk, which voids its capability for the contractual use or reduces its scope of use amounting to its invalidation, the lessor can at his own discretion eliminate the fault, replace the faulty equipment or rescind the contract. The rental price is reduced accordingly for the duration of the fault. For damage arising from the use of the rental object by the lessee, the lessor is only liable if this is based on a fault existing at the time of transfer of risk. The liability extends to the cost of repairs to the amount of the rental price claim of the lessor, with which any subsequent claim for damages must be invoiced. Furthermore, any resulting claims from the lessee, in particular for damages, are excluded. Cases of fatal or serious personal injury and damage to health are exempt from the limitation of liability clause.

### **6. Liability of the lessee**

The lessee is liable to the lessor for all damage arising from the non-intended and improper use of the rental object. Furthermore, the lessee shall bear the costs of any claims for accidental destruction, accidental damage, as well as theft. The lessee is obligated to insure the rental property against loss and/or damage. In the case of complete damage, the lessee must provide the replacement value.

### **7. Third party rights**

The lessee must keep the rental property exempt from all charges, demands and liens from third parties. He is obligated to immediately inform the lessor, by making available all necessary documents, if, during the period of the rental agreement, the rental property is subject to a lien or any other such charge by third parties. The lessee shall bear all costs necessary to cancel any such third party intervention.

### **8. Payment**

The rental price is due immediately upon receipt of the invoice and payable without deductions.

### **9. Return of the rental property**

The lessee must return, at his own risk and expense, the rented equipment immediately upon expiry of the period of rent to the lessor.

### **10. Deposit**

The lessor reserves the right to charge a deposit. The deposit is payable before the rental property has been transferred and is returned to the lessor once the rental objects have been returned or is charged against any unpaid invoice.

### **11. Final provisions**

Verbal supplementary agreements are null and void. Any amendments made to this contract are required in writing. Should one clause of this contract not be legally effective, the validity of the other clauses remains unaffected. Incidentally, the General Terms & Conditions of Business of the lessor apply, in addition to the terms and conditions stated herein.