

Müssel Maschinenbau GmbH general terms and conditions for rental tools

(Supplement to our general terms and conditions of sale)

1. General obligations

- 1.1. The lender commits himself to relinquish the rental object to the borrower for the duration of the specified rental time.
- 1.2. The borrower commits himself to pay the rental rate as agreed, to treat the rental object properly and according to the agreement and upon termination of the rental time to restate it in a cleaned and operational state.

2. Start and period of the rental business

- 2.1. The rental period starts with providing the rental object at the storage location in Marktrechwitz or, when the lender assumes the delivery and nothing else has been agreed regarding the passing of risks (on factory leaving).
- 2.2. The rental period expires at the day the rental object arrives at the storage location of the lender with all the parts in a proper and operational condition, according to the agreement, that are necessary to its operation, at the earliest, at the expiration of the agreed rental period. The day of handover and of the restitution is also completely comprised in the rental time.
- 2.3. The rental time can be prolonged by mutual agreement. The request of extension must reach the lender on time, at least 2 days, before the rental time expires.

3. Handing the rental object over, defect complaint and liability

- 3.1. The lender has to hand the rental object over in a faultless and operational state and to keep it ready for collection. The borrower is bearing the risk for the rental object from the collection date or with handing it over to the forwarding agent or to the freight carrier, at the latest on factory or warehouse leaving. This is also valid when a carriage paid delivery has been agreed. The shipment is effected by order of the borrower.
- 3.2. When taking the delivery of the rental object over the borrower or the person he has tasked with the receipt has to sign a handover certificate, in which possibly determined faults or damages are documented. Visible faults or damages that are not recorded in the handover certificate cannot be reprovved. When delivering a rental object to the borrower, he has to check immediately the rental equipment upon receipt whether there are discernible damages in transit or visible faults.
- 3.3. Should the borrower discover in the course of the aforementioned verification some damage or default, he has to report it to lender immediately within 10 days, at the latest, after the detection. Concealed defaults, damages and malfunctions are to be immediately reported to the lender as soon as they have been identified.
- 3.4. The borrower can ask for the elimination of such defects which considerably affect the safety/or the operability of the rental object and that are consented by the lender. For this the lender is bearing the costs. The rental date of start is adjourned to the whole procedural repair time needed for. Should the lender let him a reasonable deadline pass for the elimination of a defect attributable to him (lender) or for an initial one owing to his fault, the borrower has a right of withdrawal. The same applies for the case a replacement product should not be provided within the time limit. The right of withdrawal of the borrower consists also in miscellaneous cases of failure or in the elimination by the lender of an initial or attributable default.
- 3.5. Further claims for damages against the lender are excluded, unless the lender had been grossly negligent or had deliberately acted. The lender is not responsible for damages that occurred during the usage of rental object.

4. Invoicing and payment of the rental rate:

- 4.1. The rental rate is invoiced according to our price list *rental tools*.
- 4.2. Unless nothing else arises from the order confirmation, our prices are quoted ex-works, loading at the works included, but excluding packing, freight, transfer, insurance, customs duties, mounting and the corresponding valid legal VAT.
- 4.3. Furthermore, the clauses of the chapters 3.3, 3.4, 3.5, 3.6, 3.7 und 3.8 of general terms and conditions of sale of Müssel Maschinenbau GmbH, based in Markttredwitz, are here applying.

5. Maintenance obligation of the borrower

- 5.1. The borrower commits himself to:
 - 5.1.1. To read attentively the operating instructions and safety instructions preliminary to operating the rental object, to observe these and in case of further queries to contact immediately the lender;
 - 5.1.2. To protect the rental object in every way against any overstraining;
 - 5.1.3. To ensure a proper and professional maintenance and care of the rental object; to use particularly operating materials (water, oils, grease, fuel), detergents only in an impeccable consistence or according to the operating instructions or to the prescriptions of the lender;
 - 5.1.4. To inform promptly the lender of the potentially occurred damages or malfunctions and to switch them off, if necessary.
 - 5.1.5. To let immediately a specialist perform the necessary overhauling works that are incumbent to him in a proper and professional way, using original or equivalent spare parts at his own expense.
 - 5.1.6. To carry out no technical modification on the rental object; to protect the rental object against theft and beyond the working hours to protect them best against climatic influence.
- 5.2. The lender is entitled to view the rental object at any time and even to examine it following to a prior clearance with the borrower, or let it examine by a designated person. The borrower commits himself to make the examination easier for the lender in every way. The costs of the examination will be paid by the lender.

6. Particular obligations of the borrower

- 6.1. The borrower should neither sublet the rental object to a third party, nor let it for being used otherwise by a third party, nor subrogate rights from this contract, nor grant rights for the rental object in any other way.
- 6.2. Should a third party assert claims on a rental object by means of a confiscation or a pledge or the same rights, the borrower is then obliged to advise immediately the lender of this and to inform the third party by means of a registered letter with reply advice.
- 6.3. The borrower has to take care that all persons who are using the rental object during the rental time have been before entrusted with the safety and correct handling of the rental object and have gained a technical knowledge on it. He will allow only certain persons who are in a good physical and mental condition to use the rental object. The rental object should only be utilized for operational purposes that have been intended by the construction department.
- 6.4. The borrower commits himself to keep the rental object safe at the appropriate height.

7. Return delivery of the rental object:

- 7.1. The borrower has to send back the rental object in an operational and cleaned condition with all its accessories or to prepare it for being picked up.
- 7.2. Should the rental object show, by returning, any damages, defects or impurities that were not reported in the handover certificate, it is then disputably presumed that these have been caused by the borrower, for example, by the nonobservance of the maintenance obligations. In this case the rental time is extended to a period needed for carrying out the deferred maintenance/cleaning works that are contrary to contract or for repairing the rental object.

The extent of the defects and damages attributed to the borrower has to be reported to the lender, giving him the opportunity to check again this matter. The costs of the overhauling work necessary for the elimination of the defects have to be communicated by the lender to the borrower, possibly, before the start of the repair work and taking possible deductions into account and having regard to the point new for old.

- 7.3. Should there be any disagreement regarding the condition of the rental object or the repair time and the costs, it is then necessary to have the rental object checked by a technical expert. The technical expert has to prepare an expertise on it. The lender and the borrower are bearing the costs for the technical expert in equal shares.
- 7.4. The correct return delivery of the rental object is considered as admitted by the lender, when a written notice of defect has not been sent to the borrower within 14 days -at the latest- after the restitution or the collection of the rental object.

8. Loss of the rental object

- 8.1. In case of destruction or loss of the rental object, the rental contract is ending on the day the lender receives the written report on it. In this case the borrower commits himself to make equivalent restitution. In a financial compensation, the amount that has to be paid, is the one required from the procurement of an equivalent tool at a agreed redelivery place and at the effective date of the compensation payment.
- 8.2. Losses caused by theft or robbery have to be immediately reported to the competent police authorities. In case of theft or robbery the borrower commits himself to make an equivalent restitution for the stolen rental object; it is incumbent on the lender to demand a financial compensation or an equivalent tool.

9. Cancellation

- 9.1. A rental contract which has been concluded over a certain time is basically irredeemable for both parties.
- 9.2. The lender is entitled to terminate the rental contract without observing any time limit,
 - 9.2.1. when after the conclusion of the contract, the lender is aware of facts that are lessening the credit-worthiness of the borrower according to banking aspects;
 - 9.2.2. when the borrower is not using the rental object or a part of it according to the terms of contract without the consent of the lender or is using the rental object at a place which is different from the one stipulated in the contract, or relinquishes it to a third party;
 - 9.2.3. in non-compliance cases with regulations of the paragraphs *5, 6 and/or 7*.
- 9.3. Owing to reasons that are attributable to the lender, the borrower can cancel the rental contract following to a notification and without observing a time limit, when the usage of the rental object - not only short term - is not possible.

10. Rental deposit

- 10.1. A financial security has to be provided at the collection, or prior to shipping the rental object. The amount of the rental deposit is indicated in the **price list rental tools**.
- 10.2. If the borrower has provided the lender with a rental deposit, the lender is then entitled, at the termination of the rental contract to define the summation on the legitimate claims arising from the rental contract with regard to the deposit repayment. No interest is payable from the rental deposit.

11. Other regulations/Place of jurisdiction

- 11.1. Any deviating agreements and /or supplements must be done in a written form.
- 11.2. Should individual regulations be completely or partly effectless or will be become effectless, the other regulations remain untouched.
- 1.3. The place of jurisdiction is our registered office. We are however entitled to file a suit against the borrower at another statutory jurisdiction.