

General Terms of Rental Agreements for Renting Work Platforms, Construction Machinery and Equipment and Industrial Machinery

1. General – Scope and conclusion of contract

1.1 The present General Terms of Rental Agreements of the Lessor apply to all offers and rental agreements for the hiring of work platforms, construction machinery and equipment and industrial machines; the application of the General Terms & Conditions of the Lessee is hereby expressly rejected.

1.2 Should one of the following provisions be or become ineffective, then the provision which comes as close as possible to the economic intent intended in a manner permitted by law is deemed to be agreed. The effectiveness of the remaining provisions shall remain unaffected thereby.

1.3 These General Terms of Rental Agreements also apply to all future contracts regarding the hiring of movable objects with the same Lessee, insofar as the Lessee is an entrepreneur pursuant to clause 1.6.

1.4 Individual agreements made separately with the Lessee (including collateral agreements, supplements and amendments) take priority over these Terms of Rental Agreements in each case. Only agreements made in writing shall apply.

1.5 Any legally relevant declarations and notifications which are to be submitted by the Lessee to the Lessor following conclusion of the contract must be provided in text form in order to be valid.

1.6 The underlying rental agreement, as well as these General Terms of Rental Agreement, apply to both a consumer (hereinafter referred to as "consumer") and an entrepreneur, a legal entity under public law or a legal entity with special funds under public law pursuant to § 310 para. 1 sentence 1 BGB (German Civil Code) (hereinafter referred to as "entrepreneur").

1.7 All offers of the Lessor are non-binding and subject to availability.

Also in the online shop:

1.8 The offers in the online shop constitute a non-binding invitation to submit a request to hire the respective technical equipment. The potential Lessee makes an offer to conclude a rental agreement. When the potential Lessee directs an order to the Lessor, the Lessor sends a message confirming receipt of the order and listing its details (order confirmation).

1.9 If the offer from the potential Lessee is accepted and the rental agreement is concluded, the Lessor sends the Lessee an order confirmation of acceptance of the offer and clarification of the contractual terms.

2. General rights and duties of Lessor and Lessee

2.1 The Lessor undertakes to hand over the rental item to the Lessee for the agreed rental period. At the handover other operating and service instructions, as well as a datasheet about how to behave in the event of accidents, are also handed over together with the vehicle documents and the instruction manual. The Lessee is obligated to take note of the full content of all documentation presented before commissioning and observe the instructions and notices contained therein. In addition, the Lessee shall brief personnel/employees it has appointed, as well as any family members, about the instructions and notices, as well as the documentation it has received, and document the briefing in writing. Should the Lessee fail to honour the aforementioned obligations, it shall be liable for all damage caused thereby.

2.2 The Lessee undertakes to only use the rental item for its intended purpose, particularly to carefully follow the relevant accident prevention and health and safety regulations, as well as road traffic regulations, also with regard to loading and transporting the rental item, to pay the rent as agreed, to properly handle the rental item and upon expiry of the rental period to return the rental item with a full tank and in a clean condition.

2.3 The Lessee shall immediately inform the Lessor upon request about the respective location and operation site of the rental item, as well as each intended change of location or operation site.

2.4 Insofar as the Lessee wants to use the rental item in locks, on water construction sites and during flooding, in salt mines or for sandblasting works, the prior written consent of the Lessor must be obtained.

3. Handover of the rental item, default on the Lessor's part

3.1 The Lessor shall hand over the rental item to the Lessee in a proper and operational state with a full tank and with the necessary documents.

3.2 If the Lessor is behind schedule with the handover at the start of the rental period, then the Lessee can demand compensation if it can demonstrate that it suffered loss/damage as a result of the delay. Irrespective of clause 5.1, for minor negligence the compensation to be paid by the Lessor for each working day is limited to maximum 10% of the net individual order value. After setting an appropriate period of grace, the Lessee can withdraw from the contract if the Lessor is still in default at this time.

3.3 If the Lessee is an entrepreneur, the Lessor is also entitled in the event of a default to provide the Lessee with a functional and equivalent rental item to remedy the damage, insofar as this is acceptable to the Lessee.

4. Defects upon transfer of the rental item

4.1 The Lessee is entitled to inspect the rental item in good time before the commencement of the rental period and to notify any defects. The Lessee shall bear the costs of any examination or inspection.

4.2 If the Lessee is a consumer, the statutory provisions apply to defects upon handover of the rental item. If the Lessee is an entrepreneur, clauses 4.3 and 4.4 apply and the following also applies: Visible defects upon handover, which do not impair the intended use considerably, can no longer be the object of a complaint if they were not indicated to the Lessor immediately after examination in text form. Other defects already present upon handover must be notified in writing immediately after discovery.

4.3 The Lessor shall eliminate duly notified defects which were present upon handover at its own expense. At the Lessor's discretion the Lessor may also allow the Lessee to remedy the defect; then the Lessor shall bear the necessary costs. The Lessor is also entitled to provide the Lessee with a functional and equivalent rental item if this is acceptable to the Lessee. In the case of significant impairments to the rental item, the payment obligation of the Lessee is postponed by the period set aside for the suitability for contractual use. For the period during which the suitability is impaired, the

Lessee shall only pay an appropriately reduced rent. An insignificant reduction of suitability shall not be taken into account.

4.4 If the Lessor misses a reasonable deadline set for the elimination of a defect present at handover without result, then the Lessee shall have the right to withdraw from the contract. The Lessee also has a right of withdrawal in other cases of failed elimination of a defect present at handover by the Lessor.

5. Limitation of liability of the Lessor

5.1 Further claims for compensation against the Lessor, particularly compensation for damages not incurred by the rental item itself, can only be asserted by the Lessee in the following cases

- intentional breach of duty by the Lessor;
 - grossly negligent breach of duty by the Lessor or intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the Lessor;
 - culpable breach of essential contractual duties, as well as the achievement of the purpose of the contract is at risk, with regard to the foreseeable damages typical of the contract;
 - damages arising from loss of life, physical injuries or damage to health which are based on a negligent breach of duty by the Lessor or deliberate or negligent breach of duty by a legal representative or vicarious agent of the Lessor
 - if the Lessor is liable under product liability law for personal damages or material damage to objects in private use.
- Otherwise, the liability for damages is ruled out.

5.2 If the rental item cannot be used by the Lessee as per agreement and it is the fault of the Lessor due to complete or partial failure to implement suggestions and/or advice or a breach of other additional obligations from the contract, in particular instructions for servicing the rental item, then the provisions of clauses 4.3 and 4.4 (insofar as the Lessee is an entrepreneur), as well as clause 5.1 (for entrepreneurs or consumers as Lessee), apply accordingly with the exception of further claims from the Lessee.

6. Rental price and payment, assignment as security for the rent due

6.1 A daily working time of 8 hours underlies the calculation of the rent. The billing is based on a five-day week (Monday to Friday). Work at weekends and on public holidays, overtime and additional shifts must be notified to the Lessor; they are billed separately.

6.2 Unless otherwise agreed, all prices are exclusive of the statutory value added tax.

6.3 The Lessor is entitled to demand a reasonable advance payment of the rental price from the Lessee at any time.

6.4 If the Lessee is an entrepreneur, the Lessee is only entitled to withhold payments or offset payments with counterclaims if its counterclaims are undisputed, legally binding or ready for decision in any proceeding pending at law.

6.5 If the Lessee is in default of the payment of an amount due longer than 14 calendar days after a written reminder, then the Lessor is entitled to collect or otherwise dispose of the rental item following notification without recourse to the courts at the expense of the Lessee, who must facilitate access to the rental item and removal. The claims to which the Lessor is entitled shall remain unaffected thereby; however, the amounts which the Lessor obtained within the agreed contractual period such as from another rental are offset after deducting the costs of the return and removal.

6.6 If the Lessee is an entrepreneur, the amounts due are received in a current account with regard to a current account for a reservation of title agreed between the contracting parties for deliveries.

6.7 The Lessor is entitled at any time to demand a reasonable non-interest-bearing (if the Lessee is an entrepreneur) or interest-bearing (if the Lessee is a consumer) deposit as security.

6.8 The Lessee assigns its claims against its customer on whose behalf the rental item is used to the Lessor amounting to the agreed rental price less any deposit received. The Lessor accepts the assignment. If the value of the securities due to us exceed our receivables by more than 20%, then we are obligated at the request of the Lessee to release securities to the amount of the exceeding value at our discretion. We only disclose the assignment if payment is not received following a reminder or if we receive knowledge in another way of payment difficulties experienced by the Lessee.

6.9 If the Lessee falls behind with the payment of the (first) invoice, then all benefits and payment terms of other invoices are forfeited, no matter if these have already been received or are received at a later date. Such outstanding invoices must be settled immediately irrespective of a later due date recorded thereon.

7. Lay-up clause

7.1 If activities at the place of work for which the equipment is hired are suspended due to circumstances for which neither the Lessee nor its customer is responsible (e.g. frost, flood, strike, civil unrest, war events, official orders) on at least 10 consecutive days, then this time is deemed to be an idle period or lay-up from the 11th calendar day.

7.2 The rental term agreed at a certain time is extended by the idle period or lay-up.

7.3 The Lessee shall pay the agreed percentage of monthly rent agreed corresponding to the duration of the idle period or lay-up calculated according to a shift time of 8 hours per working day; unless otherwise agreed, the standard percentage of 75% applies; if the Lessee is a consumer, he is free to provide evidence that this rate was not incurred or not incurred to this extent.

7.4 The Lessee shall immediately inform the Lessor in writing of the cessation of activities and their resumption and shall prove the idle period or lay-up by means of documentation upon request.

8. Maintenance obligation of the Lessee

8.1 The Lessee is obligated

- a) to protect the rental item against overuse in any manner;
- b) to carry out proper and appropriate maintenance and care of the rental item at its own expense

c) notify any necessary inspection and repair work in good time and have such work implemented by the Lessor. The Lessor shall bear the costs if the Lessee and its auxiliaries can demonstrate that they have shown every reasonable care.

8.2 The Lessor is entitled to survey the rental item at any time and, following prior agreement with the Lessee, examine it or have it examined by an authorised representative. The Lessee is obligated to facilitate the survey for the Lessor or its authorised representative in every way. The Lessor shall bear the costs of the examination or inspection.

9. Liability of the Lessee for hiring with operating personnel

Where the rental item is hired out with operating personnel, the operating personnel may only be appointed for the operation of the rental item, and not for any other work. In the event of damage caused by the operating personnel, the Lessor is only liable if it did not properly select the operating personnel. Otherwise the Lessee assumes liability.

10. Termination of rental period and return of rental item

10.1 The Lessee is obligated to duly notify the Lessor beforehand of the intended return of the rental item (notification of availability).

10.2 The rental period ends on the day on which the rental item with all parts required for its commissioning arrives at the storage location of the Lessor or another agreed destination in a proper and contractually agreed state, at the earliest however upon expiry of the agreed rental period; clause 6.5 sentence 2 applies accordingly.

10.3 The Lessee shall return or have ready for collection the rental item with a full tank and ensure it is clean and safe to operate; clause 8.1 lit. b) and c) apply accordingly.

10.4 The rental item must be returned on time during normal business hours (7:00 - 18:00) of the Lessor so that the Lessor is able to check the rental item on the same day. In the case of a return of work platforms outside business hours without an arrangement, the Lessee shall be liable for any damage arising in the period between return and beginning of the opening times - even if the Lessee is not at fault.

11. Breach of maintenance obligation

11.1 If the rental item is returned in a condition which suggests that the Lessee has not met his intended maintenance obligation pursuant to clause 8, then the Lessee shall be obligated to pay contingency costs acc. to the list of construction equipment 2007 as compensation until such time as the maintenance work omitted in violation of the agreement has been completed. If the Lessee is a consumer this only applies if the breach of the maintenance obligation of the Lessee laid down in clause 8 was a culpable act. The Lessee reserves the right to furnish proof of the absence of damages or lower damages.

11.2 The scope of the defects and damages for which the Lessee is responsible must be notified to the Lessee and it must be given an opportunity to verify such defects or damages. The estimated costs of the repair work required to eliminate the defects and damages must be submitted to the Lessee by the Lessor where possible before the start of the repair work.

11.3 The proper return of the rental item is recognised by the Lessor if visible defects are not contested immediately upon timely return pursuant to clause 10.4 and otherwise in the case of other defects if they are not contested within 14 calendar days of arrival at the destination.

12. Other duties of the Lessee

12.1 The Lessee shall not transfer the rental item to a third party without the prior written consent of the Lessor or cede rights from this contract or confer any rights to the rental item. In the case of authorised re-rental of the rental item, the Lessee shall ensure that the rental device is only used in compliance with these rental terms.

12.2 If a third party asserts rights to the rental item through seizure, attachment or similar, then the Lessee is obligated to notify the Lessor immediately thereof in writing and beforehand verbally and to inform the third party immediately thereof through verifiable notification in text form.

12.3 The Lessee shall adopt suitable measures to protect against theft and unauthorised use of the rental item by third parties.

12.4 The Lessee shall inform the Lessor of all accidents and await its instructions. In the event of traffic accidents and suspected cases of criminal practice (e.g. theft, damage to property), the police must be consulted.

13. Termination

13.1

a) Ordinary termination of the rental agreement concluded for a certain rental period shall not be possible for both contracting parties.

b) The same shall apply to the minimum rental period within the framework of a rental agreement concluded for an indefinite period. Following expiry of the minimum rental period the Lessee has the right to terminate the rental agreement concluded for an indefinite period by observing a period of notice of one day.

c) In the case of rental agreements for an indefinite period without a minimum rental period, the period of notice is

- one day, if the rental price is agreed per day
- two days, if the rental price is agreed per week
- one week, if the rental price is agreed per month

13.2 The Lessor is entitled to terminate the rental agreement following notification without observing a period of notice/for good cause and without giving notice

- a) in cases laid out in clause 6.5;
- b) if it is apparent to the Lessor following conclusion of the contract that the entitlement to receive payment of the rent is at risk due to the Lessee's inability to pay;
- c) if the Lessee uses the rental item or part of it for a purpose other than the intended purpose without the consent of the Lessor or takes it to another location outside the Federal Republic of Germany without the prior written consent of the Lessor;
- d) in cases of breaches of clause 8.1 and clause 12.1.

13.3 If the Lessor makes use of its right of termination as set out in clause 13.2, clause 6.5 shall apply accordingly in conjunction with clauses 10 and 11.

13.4 The Lessee can terminate the rental agreement following notification without observing a period of notice if the use of the rental item is not possible in the longer term for reasons attributable to the Lessor.

14. Loss of the rental item

If, for reasons for which it is culpable or, insofar as the Lessee is an entrepreneur, for compelling technical reasons, it is not possible for the Lessee to fulfil its obligation to return the rental item pursuant to clause 10.3, it shall be obliged to pay compensation.

15. Insurance cover

15.1 If expressly agreed and for payment of the premiums specified in the contract documents, the Lessee is co-insured with the agreed deductible:

a) for vehicles for which registration is required in the legally required liability insurance with flat-rate cover of minimum € 2 million, which is based on the conditions approved by the Federal Supervisory Office. The Lessee shall meet the obligations contained therein, particularly in the event of accidents. The Lessee shall be liable for all consequences of its inaction or failure or improper performance.

b) against unforeseeable damage to the co-insured rental item based (here in particular section A § 2, Insured losses and risks) on the **General Terms & Conditions for Machinery Breakdown and Comprehensive Insurance of Mobile or Transportable Equipment (ABMG)**, can be retrieved online on our homepage – www.mateco.de – under "Downloads".

In addition to § 2 clause 4 of ABMG, regardless of contributory causes, there is **no insurance cover** for damages

- from improper refuelling with the wrong fuel
- from height-related collisions (bridges, trees, etc.)
- from failure of its obligation to inform and instruct as set out in clause 2.1
- after unauthorised re-rental or transfer of the equipment to an unauthorised operator or operator who has not received any instruction or briefing

15.2 If the Lessee does not take out any insurance policies suggested by the Lessor after explicit agreement, the Lessee shall waive any claims against the Lessor which would be covered under the insurance policy if the respective policy was concluded and/or any claims to defences which would become superfluous in the case of the insurance company's obligation to indemnify.

15.3 In the case of self-insurers, the Lessee now transfers its claims from contracts it has concluded to the Lessor insofar as damages to the equipment and consequential damages are insured. The Lessor accepts the assignment.

15.4 The Lessee undertakes to independently respect the obligations from the insurance contracts, particularly from the **General Conditions for Motor Vehicle Insurance and the aforementioned ABMG**. The Lessee has the following obligations in particular in the event of damage or loss:

- The damage or loss must be notified immediately to the Lessor in text form and if necessary the police must be informed thereof.
 - The Lessee is obligated to avert the damage where possible or at least to limit the damage.
 - The Lessee is obligated to help examine the cause of the loss/damage and extent.
 - The Lessee shall leave the damage pattern unaltered until an inspection by the Lessor or its authorised representative, unless this is not acceptable to the Lessee.
- The legal consequences of a breach of the duties incumbent on the Lessee are derived from the German Insurance Contract Act (VVG).

16. Applicable law and jurisdiction

16.1 This contract is governed by the law of the Federal Republic of Germany.

16.2 The place of performance for all services arising from or in connection with the contract is the registered office of the Lessor or the office of its subsidiary who concluded the contract.

16.3 If the Lessee is a merchant, legal entity under public law or a legal entity with special funds under public law, the sole place of jurisdiction for all disputes arising from the contractual relationship, directly or indirectly, is the registered address of the Lessor or, at its discretion, the office of its subsidiary who concluded the contract. However, the Lessor may also sue in the court responsible for the Lessee.