

# General Terms and Conditions of VST GmbH for the Rental of Property

## § 1 General

1. The following terms and conditions for the rental of property apply to all current and future business relationships with our customers and are solely authoritative for the content of concluded rental agreements.
2. Any regulations deviating from these terms and conditions, in particular deviating, conflicting or supplementary general terms and conditions of tenants, shall not become part of rental agreements, even if they are known, unless their validity is expressly agreed in writing. Amendments and supplements to a rental agreement as well as ancillary agreements shall only be binding if they are confirmed in writing. Acceptance of the rental equipment by entrepreneurs shall in any case be deemed to be acceptance of the terms and conditions.
3. Insofar as the Tenant is a natural person to whom no commercial or self-employed professional activity can be attributed and is thus a consumer pursuant to Section 13 of the German Civil Code (BGB), the conclusion of the Tenancy Agreement shall take place exclusively in the event of the physical presence of the Tenant on the Landlord's premises.

## § 2 Subject matter of the contract

The landlord grants the tenant the right to use the items specified in the tenancy agreement for their intended purpose. The Lessee is obliged to pay the agreed rent. The rental certificate, which is an integral part of this rental agreement, specifies the rental object with information on the type of equipment, rental period, rental charge and insurance value.

## § 3 Rental period

1. The hire period shall commence on the day of delivery or handover of the hire item by the lessor to the lessee, to the forwarder, to the carrier or to any other person or institution designated to carry out the dispatch, and shall end on the day on which the hire item arrives back at the lessor's warehouse, provided that, according to the usual circumstances, receipt of the hire item can normally be expected at the hour of arrival.
2. The minimum rental period is 2 days, Saturdays, Sundays, public holidays and broken days will be charged in full. An extension of the rental period must be made in writing and requires the written consent of the landlord.
3. If the hired object is used by the hirer beyond the end of the contractually agreed hire period without the express written consent of the lessor, the hirer acknowledges that he owes the lessor a usage charge amounting to 15% of the contractually agreed a v e r a g e daily hire charge for each day broken in the period not contractually agreed.

## § 4 Duties of the tenant

1. The hirer is obliged to check the rental object for proper condition after receipt and before use. Any damage must be reported to the lessor immediately. By putting the rental object into operation, the lessee acknowledges that the rental object was in proper condition at the time of handover or delivery.
2. The tenant shall maintain the rental object in proper and functional condition. He shall ensure that the rental object is only operated by qualified personnel. When using the rental object, all instructions of the manufacturer and the lessor must be strictly observed. The rental object may only be used in accordance w i t h its intended function. The hirer is not entitled to make or attempt to make any alterations or repairs to the hired object. If a defect should occur in the leased property, this must be reported to the lessor without delay. The lessee shall arrange for the necessary repairs during normal working hours.
3. The tenant is prohibited from pledging or lending the rented property or transferring it in any form to third parties. For the duration of the rental period, the tenant must take out sufficient i n s u r a n c e to cover the rental object against all conceivable risks. The lessee is obliged to notify the lessor immediately if the leased property is destroyed or seizure measures are taken against the leased property. If the tenant is responsible for the loss of or damage to the rented property or if seizure measures are taken against the rented property, the tenant shall also owe the landlord 15% of the daily rent for the processing costs, unless the tenant can prove that no additional processing costs were incurred or that they were lower.
4. In the event of any disruptions to performance, the tenant is obliged to do everything reasonable to remedy the disruption and to minimise any possible damage.

## § 5 Duties of the landlord

If the leased property has a defect for which the lessor is responsible, the lessor is obliged to remedy the defect without delay and free of charge at the request of the tenant. If the lessor is unable to do so, he shall be obliged to provide a replacement of the same type or equivalent value. If the landlord is also unable to do so, the tenant shall be entitled to terminate the contractual relationship without notice. The burden of proof for the existence of the prerequisite for this termination without notice shall be borne by the lessee. The Lessor does not guarantee that the leased property is suitable for the intended purpose, unless this is expressly agreed.

## § 6 Liability of the landlord

The lessor shall only be liable for consequential damage caused by defects in the event of intent and gross negligence. The right to compensation is limited to the rental price. There shall be no claim for damages due to the failure or delay of a production, event or presentation. Insofar as the failure of the rental object could result in a particularly high level of damage for the lessee, the lessee must draw the lessor's attention to this circumstance when concluding the contract. In such cases, free instruction may be given for possible repairs or similar measures. In any case, the right to compensation for damages is limited to the rental price.

## § 7 Rent

1. The rent shall be based on the general price lists for the rental object of the Lessor in the respective valid version at the time of the conclusion of the rental agreement. Invoices are due immediately without deduction of any discount.
2. Insofar as a rental beyond the period of one month has been agreed, the rent shall be due on the first working day of each month and shall be paid by the Tenant without any deduction at the latest by the third working day of each month to the account indicated by the Landlord to the Tenant. A final statement of account shall be issued after the return of the rented property.

## § 8 Transport costs and insurance

1. The hirer shall bear the costs of outward and return transport and packaging. The costs will be invoiced separately.
2. The outward and return transport shall be at the risk and for the account of the hirer. The risk of damage or loss shall pass to the Hirer as soon as the Rental Firm has delivered the rented item to the forwarding agent, carrier or any other person or institution designated to carry out the shipment.
3. The return of the rental object including accessories must be properly packaged. The lessee shall ensure that the return transport to the lessor is carried out in such a way that damage to or destruction of the rental object is excluded.

## § 9 Termination of the contract

Prior to the contractually stipulated termination of the tenancy, the contractual relationship can only be terminated without notice if there is good cause.

An important reason exists in particular if

- if the tenant is in arrears with payments of the rent
- if the tenant stops making payments
- if insolvency proceedings are applied for or opened against the tenant's assets
- if the tenant pledges or encumbers the rented property contrary to the provisions of this agreement, leaves it to a third party or changes it without the landlord's consent
- if the leased property is attached to a creditor of the tenant
- if the tenant is in arrears with his payments to the landlord, for whatever legal reason.

## § 10 Compensation for damages in the event of premature termination of the tenancy agreement

1. Premature termination of the tenancy by early return or for reasons according to § 9 does not release the tenant from his obligation to pay, which he has assumed contractually.
2. If the tenancy is terminated on the grounds of § 9 or if the tenant withdraws from the contract prematurely for any reason whatsoever, he shall owe the landlord a flat rate of 15% of the total rent for additional processing costs. The hirer shall be entitled to provide evidence that the lessor has only incurred minor damage. In individual cases, the lessor may claim higher damages incurred by him.

## § 11 Loss of the rental object

1. The tenant is generally liable for the loss of the rental object. In case of loss of the rental object or in case of non-return of the rental object, despite two written requests with a deadline, the lessor is entitled to charge the lessee the list price for the rental object as compensation, without it being relevant in which condition the rental object was handed over to the lessee by the lessor.
2. The Lessee is entitled to provide evidence that the Lessor has suffered less damage than the full replacement value of the leased property as a result of the loss of the leased property.
3. The tenant hereby assigns his claims against the insurance to be taken out in respect of the rented property; the landlord accepts this assignment. In addition to the insurance, however, the tenant shall be liable in full for the lump-sum damage.
4. In the event that the rented property is not returned on time and the claim for damages is asserted, the lessor is obliged to transfer the rented property to the lessee after full payment of the principal claim and the costs of any possible proceedings.

## § 12 Offsetting and right of retention

The tenant shall not have a right of lien, right of retention or right of set-off against the landlord's claim to payment of the rent and the claim to return of the rented property unless the claim has been legally established or recognised by the landlord.

## § 13 Final provisions

1. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. Should any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.
3. If the lessee is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract shall be the registered office of VST GmbH, with the proviso that the lessor shall also be entitled to bring an action at the place of the registered office or a branch of the lessee. The same shall apply if the lessee has no general place of jurisdiction in Germany or if the lessee's place of residence or habitual abode is unknown at the time the action is brought. This shall also apply to disputes in proceedings concerning documents, bills of exchange or cheques, regardless of the place of payment resulting from the bill of exchange or cheque.
4. The tenant agrees that the landlord may use the data obtained from the business relationship with him for his own business purposes in accordance with the Data Protection Act.
5. Amendments to these provisions are only possible in writing. The written form agreement can likewise only be amended in writing.

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