

General Terms and Conditions of Lease of Boels Rental Germany GmbH



Section 1 General

1. The following Terms and Conditions of the company Boels Rental Germany GmbH (hereinafter the Lessor) apply exclusively to all current and future leases. We do not acknowledge terms and conditions from the Lessee that deviate or differ from these Terms and Conditions unless the Lessor has expressly acknowledged their validity in writing. The Lessor's Terms and Conditions shall also apply in the event that, knowing of the Lessee's conflicting terms and conditions, the Lessor carries out the supply/letting to the Lessee without reservation.
2. Individual agreements made between Lessor and Lessee in individual cases, including ancillary agreements and supplements, shall take precedence over these Terms and Conditions. The content of such agreements shall be determined by a contract in text form or a confirmation from the Lessor in text form. This shall also apply in the case of exceptions to this written agreement.
3. If a limitation of liability agreement has been made between Lessor and Lessee, our provisions for damage to or loss of the leased item shall also apply.
4. In the case of the lease of portable kitchens (PTK), our additional terms and conditions for the portable kitchens department shall also apply.

Section 2 Conclusion of contract, beginning and end of the lease period

1. Lease requests from the Lessee are binding, and represent offers to conclude a lease agreement. The lease agreement shall come into being when it is signed by both parties, when the Lessor gives written confirmation of a lease request from the Lessee, or when the Lessor delivers the leased item.
2. The lease period shall begin on the contractually agreed date and shall end on the contractually agreed date. The lease period shall, however, be extended by the period until the leased item has been delivered in full to the Lessor, or until the Lessor has collected the leased item. Furthermore, the Lessee must pay the contractually agreed lease for this period. Further damage compensation claims on the part of the Lessor shall remain unaffected. The provisions of Section 6 shall apply mutatis mutandis to the return obligation.
3. If the parties have not determined an end point for the lease when they conclude the lease agreement, the lease relationship shall end by ordinary termination when the termination period expires (Section 9).

Section 3 Lease price, security deposit, assignment for security

1. The Lessee must pay the agreed lease in return for the use of the leased item. The lease prices listed on the Lessor's applicable price list, which may be found in the Lessor's branches and on the Lessor's homepage at www.boels.de, shall apply. The day prices listed there shall apply to lease and use for up to 24 hours, the weekly prices for lease for up to 168 hours from takeover by the Lessee, and the weekend prices for lease from Friday to Monday for up to 72 hours (Sundays are not included). Machines with operating time meters are excluded from this. The day price for these applies to eight working hours and the weekly price to 40 working hours. The Lessor shall bill all further working hours separately. The Lessee may request information regarding the amount of the lease from the Lessor for leases longer than four weeks.
2. All lease amounts given to companies as Lessees are net prices and do not include applicable VAT. All lease amounts given to consumers as Lessees are final prices including VAT.
3. The lease amount does not include any transport costs, costs for an additional agreed limitation of liability, costs for fuel and other working materials for the leased item as well as any costs for sorting, packaging or cleaning the leased item, if the leased item is not sorted, packaged or cleaned according to its condition on handover. These costs shall be billed additionally.
4. The following shall be billed additionally:
 - a. Fees or tolls which arise during the lease period,
 - b. Processing flat fee in the amount of €15.00 for processing any fees or tolls, which must be paid in addition to the fee or toll,
 - c. A processing flat fee in the amount of €40.00 for handling cases of damage,The Lessee is expressly permitted to prove that no damages occurred, or that the damages were significantly below the flat fee.
5. Unless the parties to a lease agreement have agreed otherwise in writing in an individual case, the lease amount must be paid in advance. If a lease lasts for longer than four weeks, the lease amount for four weeks must be paid in advance. If the parties have agreed that the lease amount is not to be paid in advance, the Lessor shall bill the Lessee for the agreed lease amount along with any additional costs after the leased item has been returned.
6. Unless otherwise agreed in writing for an individual case, the Lessee must pay a deposit, at the latest on handover of the leased item. The deposit shall be determined by the Lessor in proportion to the lease period specified and the value of the leased item. If the Lessee wishes to extend the agreement, he shall be obligated to pay the newly-determined deposit no later than the first day of the extension.

7. If the Lessee fails to pay the deposit on time, the Lessor shall be entitled to withdraw from the agreement, and shall not be required to issue advance warning of this. The Lessor shall in this case retain the right to claim further damages.
8. The Lessee may not use any deposit paid as an advance payment against the rent due, or as compensation in the event of damages. When the lease ends, the Lessor shall in any case be entitled to offset the amounts to be paid by the Lessee (e.g. for rent in arrears or compensation in the event of culpable damage to the leased item) against the deposit. The deposit shall be returned if it is determined that the Lessee has fulfilled his payment obligations in full.
9. The Lessee may not withhold or offset payments on account of any counter-claims disputed by the Lessor. The Lessee also waives the right to assert a right of retention against surrender of the leased item as a result of counter-claims asserted against the Lessor.
10. If the Lessee is a business, it shall, as security against all the Lessor's current and future claims arising from the specific lease, assign its current and future claims against its client for which the Lessee is using the leased item, to the Lessor. The assignment shall be limited in amount to 110% of the total lease agreed for the leased item for the whole lease period, including VAT. The Lessor hereby accepts this assignment. On request, the Lessee shall provide the Lessor with a list of the assigned claims, giving the name of the Lessee's client, amount and due date. If he has good cause, especially default on payment of the agreed lease by more than 14 days or the opening of insolvency proceedings, and after prior warning and an appropriate grace period of at least a week, the Lessor shall be entitled to disclose the assignment for security to the Lessee's clients, and to dispose over the assigned claims, or collect them.
If the assignment for security is not sufficient to ensure that the Lessor's current and future claims against the Lessee are fulfilled, the Lessor may also demand from the Lessee the chattel mortgaging of goods up to the amount of 120% of the Lessor's open claims.

Section 4 Handover of the leased item

1. The Lessor shall provide the leased item in a clean, usable condition (for vehicles: with a full tank of fuel) along with associated documents, included accessories and any keys for collection by the Lessee in the collection branch agreed by the parties at the start of the lease. Any packaging belonging to the leased item shall remain with the Lessee in order to guarantee the quality and protection of the leased item, and must be returned to the Lessor along with the leased item. The Lessee may only collect the leased item during the Lessor's business hours from Monday to Friday between 8am and 5pm, unless the parties have explicitly agreed otherwise in writing.
2. The Lessee or the person acting on the Lessee's behalf, must identify themselves when taking over the leased item by presenting valid personal ID to the person acting on the Lessor's behalf, and in the case of representation prove their power of attorney.
3. The Lessee is obliged to check the leased item for defects and damage on handover, and to report any defects or damage identified immediately in written or electronic form.
4. If the Lessee is a business within the meaning of Section 14 BGB (German Civil Code), the Lessee's claims based on defects identifiable on handover which do not significantly adversely affect the intended use, are excluded, if and insofar as the Lessee does not immediately report them to the Lessor.
5. If the Lessee wishes for the leased item to be sent or delivered, it shall be sent or delivered at the Lessee's expense and risk. Any delivery dates shown in the lease agreement are non-binding. They do not indicate either the start of the lease, nor do they establish an absolute or relative time bargain or a performance date. This shall be the case unless the parties have explicitly agreed otherwise in writing.
6. In the case of delivery, the Lessee must ensure at his own expense that the Lessor has unhindered access to the delivery/assembly site, and that he is in possession of any necessary permits or approvals in due time before the delivery. The Lessee is responsible for the construction-side requirements to facilitate transport to and from his site, assembly and putting the leased item into service, including any necessary foundations. The Lessee shall bear the risk for the stability of the leased item.
7. If the Lessor enters default on the start of the lease period with the handover of the leased item, the Lessee may demand compensation if he can prove he has incurred damages as a result of the default. Regardless of Section 10, the compensation to be paid by the Lessor for each working day shall be limited to the amount of the daily net lease amount. After setting an appropriate period to provide the leased item, the Lessee may withdraw from the agreement if the Lessor is still in default at this point.
8. In the event of default on handover, the Lessor shall be entitled to provide the Lessee with a comparable leased item in order to avoid damages.

Section 5 Return of the leased item

1. The Lessee is obliged to return the leased item in the condition in which he accepted it at the start of the lease. The Lessee must return the leased item in full, in a clean, usable

- (for vehicles: with a full tank of fuel) condition, tidied and packaged as on handover, along with associated documents provided, included accessories and any keys, to the Lessor's contractually agreed branch at the end of the lease.
2. The Lessee may only return the leased item within the Lessor's business hours, from Monday to Friday between 8am and 5pm, unless the parties have explicitly agreed otherwise in writing. If the leased item was leased without an endpoint being set, the Lessee shall be obliged to inform the Lessor in writing of his intention to return the leased item or its desire to have it collected in good time before-hand, and no less than two working days beforehand (notification of availability).
3. If the Lessee fails to return the leased item after the lease ends or fails to return it in due time on the last day of the lease, he shall enter default on returning the item, without the need for a warning. During the default, the Lessee shall be liable according to Section 287 BGB for accidents, unless the damage would still have occurred had the item been delivered on time.
4. If the Lessee wishes for the leased item to be returned or collected, return or collection shall occur at the Lessee's expense. The Lessee must provide the leased item for collection in a condition according to Clause 1 of this paragraph, packaged as when it was delivered and ready for transport in a position which can be reached by vehicles without hindrance. If the leased item is not ready for transport, the Lessee must pay a flat fee for costs in the amount of €150 for the downtime resulting from this until the leased item is ready for transport. The Lessee is expressly permitted to prove that no damages occurred, or that the damages were significantly below the flat fee.
5. If the Lessee wishes for the leased item to be collected, the Lessee is likewise obliged to inform the Lessor in good time beforehand, and no later than two working days beforehand in writing (notification of availability), even if the lease is ending on a contractually agreed date.
6. If the collection of the leased item by the Lessor is agreed, collection times indicated shall be non-binding, unless the parties have explicitly agreed otherwise in writing. The Lessee's duty of care shall remain in place until the leased item has been collected.
7. The Lessee must inform the Lessor of any damage to the leased item according to Section 8 of these Terms and Conditions and also the rental station where the lease occurred in text form.
Following the item's return, the Lessor shall check it in detail to determine if its condition is contractually compliant according to Clause 1 of this paragraph. Acceptance by a haulier or a commissioned third-party provider shall not count as a check in this sense. Should the Lessee wish to be present during the check, he must specify this upon conclusion of the contract, so that a date for the check (within 24 hours of return) may be agreed. The result of the check shall be recorded by the Lessor, and any copies shall be pre-prepared. The Lessor shall invoice the Lessee for any additional work required as a result of insufficient tidying or cleaning. The Lessee shall be informed of any damage to the leased item that is discovered during the check. In the notification of damage, the Lessor shall specify a period during which the damaged leased item will be kept available for the Lessee for the purposes of checking and collecting objections. After this period elapses, the Lessor reserves the right to have the leased item repaired or replaced if necessary and to invoice the Lessee for the necessary costs. If this period is not made use of, the Lessor may carry out repairs or make a replacement purchase.
8. If the Lessee returns the leased item early, this shall not release him from his obligation to pay the rent up to the end of the agreed lease period.

Section 6 The Lessee's obligations

1. The Lessee must treat the leased item in a considerate and careful manner and refrain from anything which could damage the leased item. It must, in particular,
 - only use the leased item as intended in accordance with physical or digital operating instructions and/or instructions from the Lessor,
 - comply with applicable accident prevention and occupational safety provisions as well as road traffic regulations,
 - supply the leased item with adequate amounts of any necessary consumables or operating supplies such as oils, fats, fuels,
 - not carry out any changes (either visual or technical) to the leased item without the Lessor's consent,
 - take appropriate precautions and protective measures against the effects of weather and overloading and unauthorised third-party access and theft,
 - store the leased item where possible in an enclosed and locked space, but at least on enclosed and locked premises.
2. The Lessee shall be responsible for ensuring that all persons who use the leased item on his behalf treat it in accordance with Clause 1 of this paragraph, can operate the leased item, are qualified with regard to this operation, and have any (legally) required certificates, certificates of competence, driving licences etc.
3. If the Lessee is a business within the meaning of Section 14 BGB, it must have the leased item inspected and maintained during its lease period at its own expense according to the

- manufacturer's instructions by a specialist company, unless the parties agree otherwise in writing. If the Lessee is a consumer, he must immediately report inspection, maintenance and repair work which becomes necessary during the lease period to the Lessor, and have it carried out by the Lessor. While repair work is being carried out, the Lessee shall be obliged to continue paying the agreed lease, unless the repair work is necessary due to a defect in the leased item.
- The Lessee is obliged to inform the Lessor of damage to the leased item which occurs or threatens to occur in writing or electronically, and verbally in the event of impending danger. The same applies if a third party claims a right to the leased item. If the Lessee fails to notify the Lessor, it shall be obliged to compensate the Lessor for the resulting damages. If the Lessor is unable to remedy the problem as a result of the Lessee's failure to notify it, the Lessee shall not be entitled to claim a reduction in the lease, demand compensation or reimbursement for costs, or terminate the lease agreement without setting a grace period for remedies.
 - The Lessee may not sublet the leased item without the Lessor's explicit permission in writing or electronically, nor to pass it onto third parties or to grant other rights to the leased item. A breach of this clause shall mean that any limitation of liability agreed with the Lessee according to the provisions for damage to or loss of the Lessor's leased item shall not apply, and the Lessee shall be liable according to these Terms and Conditions and statutory provisions in the event of damage.

- Assignment of the rights arising from this agreement shall require the Lessor's explicit consent in writing or electronically. If third parties assert rights to the leased item by seizure, confiscation or due to other existing or alleged claims, or take possession of the leased item, the Lessee undertakes to inform the Lessor of this in text form without delay, at the latest within three days. At the same time, the Lessee shall be obliged to inform the third party of the Lessor's ownership of the leased item in writing or electronically, and to send the Lessor a copy of this notice.

- The Lessee must, if he is at fault, release the Lessor from any third-party actions which arise in connection with the use of the leased item. If the Lessee is at fault, he shall be obliged to compensate the Lessor for all costs of retrieval, and to provide, at the Lessor's first request, a reasonable advance payment to cover the legal costs. In the event that the Lessee breaches the aforementioned obligations, the Lessor shall be entitled to terminate the contract with the Lessee without notice and to demand the agreed rental payments as compensation. The Lessor reserves the right to claim further losses where the aforementioned breaches of contract occur.
- The Lessee undertakes to truthfully declare the respective location or place of use of the leased item in the lease agreement. The use of the leased item outside of Germany requires the Lessor's prior written consent. The Lessor shall be entitled to visit the leased item at any time, to examine it following prior agreement with the Lessee, or to have it examined by a representative.
 - The Lessee undertakes to pay all fines, tolls and other fees or taxes which the Lessor incurs during the Lessee's use, which the Lessee or a person to whom it handed over the leased item is responsible for.

Section 7 Defects in the leased item

- The Lessee is obliged to check the leased item for defects on delivery and to report identified defects without delay in written or electronic form. If the Lessee is a business, the Lessee's claims based on defects identifiable on handover which do not significantly adversely affect the intended use, are excluded, if and insofar as the Lessee does not immediately report them to the Lessor in writing.
- If a defect arises in the course of the lease period, the Lessee must report this to the Lessor in writing, and if further damage could occur, verbally. If the Lessee fails to notify the Lessor, he shall be obliged to compensate the Lessor for the resulting damages. If the Lessor is not able to remedy the problem as a result of the Lessee's failure to notify, the Lessee shall not be entitled to claim a reduction in the lease, to demand compensation or reimbursement for costs, or to extraordinarily terminate the lease agreement without setting a grace period for remedies.
- The Lessee must give the Lessor opportunity to rectify the defect at its own expense and at its own discretion by repair or by supplying another equivalent leased item.

Section 8 Damage and loss

- In the event of damage, theft or loss of the leased item, the Lessee is obliged immediately after discovering this to inform the Lessor in writing of the scope, participants and course of events, and to carefully and truthfully complete the Lessor's damage form.
- In the event of theft/loss of the leased item, the Lessee is obliged to inform the Lessor immediately upon discovery of this, and no later than within 24 hours, and to report the theft to the police immediately. The Lessee must then to submit a copy of the police report to the Lessor.

Section 9 Termination

- A lease which is entered into for a particular period may not be terminated by either party without due cause.
- A lease which is entered into for an indefinite period may be terminated without due cause by either party in accordance with the relevant termination period. Notice to terminate is permitted.
 - if the lease is calculated in days, on any day for the end of the following working day;
 - if the lease is calculated in weeks, no later than three days before the end of a billing week;
 - if the lease is calculated in months, at least two weeks before the end of a billing month.

- Either contractual party may terminate the lease extraordinarily and without notice for good cause. Good cause exists in particular
 - if the Lessee is in default on the lease for a period of more than 14 days, or
 - in the event of significant or ongoing breach by the Lessee of its obligations according to Section 6 of these Terms and Conditions.

Section 10 Liability of the Lessor

- The Lessor shall not be held liable regardless of negligence or fault for defects present at the time the contract is concluded. Article 536(1) BGB shall not apply.
- The Lessor is liable without limit
 - for intent or gross negligence,
 - for injury to life, body or health, and
 - according to the mandatory provisions of the Produkthaftungsgesetz (German Product Liability Act).
- In cases of slightly negligent breach of a duty which is fundamental to the fulfilment of the contractual purpose (cardinal duty), the Lessor's liability is limited to the damages which are foreseeable and typical for the type of business involved. This also applies for the personal liability of the Lessor's employees, representatives, bodies and vicarious agents.
- No further liability exists. In particular, the Lessor shall not accept any liability for items which are left behind or forgotten when the leased item is returned.

Section 11 Liability and limitation of liability of the Lessee

- The Lessee shall be liable to the Lessor during the lease period for damage, loss, destruction and theft of the leased item, insofar as he is responsible for the damage, loss, destruction or theft. The Lessee shall also be liable for its representatives and vicarious agents, including the operating personnel it deploys. If the Lessee allows a third party to use the leased item, it shall be responsible for the third party's fault in using the item, even if the Lessor issued permission for the leased item to be handed over.
- If the Lessee is responsible for damage to, loss of, destruction of or theft of the leased item, he must compensate the Lessor for all damages the Lessor incurs, including repair costs, replacement value, consequential damages such as disposal costs, or towing charges. In case of loss or theft, where the Lessee reported the theft to the police immediately upon discovery, the end date of the lease contract shall be held to be the date of loss as given in the police report. The lease of further objects subject to the same leased item, however, shall continue. If a lost or stolen leased item is found again, the Lessor may either take ownership of it again and refund the Lessee for any replacement value paid minus any loss of value, or sell the leased item and pay the Lessee the proceeds minus any costs of sale. In the latter case, the Lessee shall be entitled to carry out the sale himself.
- Section 5(4) of these Terms and Conditions must also be observed.
- The Lessee shall be liable for operational risk arising from the leased item, unless it is caused by a defect in the leased item. The Lessee shall be liable without limitation for all breaches of traffic and procedural laws and other legal provisions, provided that the Lessor is not at fault.
- The Lessor shall offer the Lessee the option of limiting his liability according to the provisions for damage or loss of the Lessor's leased item, in exchange for payment of an additional fee. If the Lessee rejects the Lessor's offer to limit his liability, the Lessee must immediately prove that it has comparable insurance cover. If this is not the case, the Lessor shall be entitled to refuse to conclude the contract, or to withdraw from it. If an agreement is made regarding limitation of the Lessee's liability, the provisions for damage or loss of the Lessor's leased item which are printed on the reverse of the lease agreement and provided for printout and download on the Lessor's homepage shall also apply.
- The Lessee is obliged to pay the fee for the agreed limitation of liability. The fee for limitation of liability A or B is, unless the parties have agreed otherwise, to be paid in advance for the whole agreed lease period. Where a lease period is longer than 4 weeks, the fee for the agreed limitation of liability must be paid in advance every four weeks. If the one-off fee or the fee for the limitation of liability for the first lease period is not paid on time, the Lessor, as long as the payment has not been made, shall be entitled to withdraw from the lease agreement unless the Lessee is not responsible for his failure to pay. If the one-off fee or the fee for the limitation of liability for the first lease period has not been paid when damage occurs, the Lessee may not invoke the limitation of liability, unless the Lessee is not responsible for his failure to pay. The Lessee can only invoke the limitation of liability if the Lessor has drawn its attention to this legal consequence of non-payment by a separate notification in electronic or written or by a note in the lease agreement. If a consequential fee for the agreed limitation of liability is not paid in time, the Lessor may define a payment period of two weeks for the Lessee in written or electronic form. If damage occurs after the period expires and the Lessee is still in default on payment at this point, the Lessee may no longer appeal to the limitation of liability, unless he is not responsible for his failure to pay. The Lessor shall also have a right to extraordinary termination of the lease agreement after the period expires. The Lessee may only invoke to the limitation of liability if the Lessor has informed it of these legal consequences of non-payment.

Section 12 Limitation

- The Lessor's compensation claims due to change or deterioration of the leased item shall expire in twelve months, beginning on the return of the leased item. If damage to the leased item was recorded by the police, the Lessor's compensation claims against the Lessee shall only fall due when

the Lessor has had chance to inspect the investigation files. The limitation period may begin no later than six months after the return of the leased item. Where the Lessee inspects the files, he must immediately inform the Lessee of the date of the inspection.

- The Lessee's rights to compensation for expenditure or to permit the removal of equipment become time-barred twelve years after termination of the lease.
- All other contractual compensation claims belonging to the Lessee shall expire in twelve months, calculated from the legal start of limitation according to Section 199(1) BGB, unless the damage consists of injury to the Lessee's life, body or health, or cases where the Lessor, a legal representative or a vicarious agent caused the damage intentionally or through gross negligence.

Section 13 Concluding provisions, applicable law; jurisdiction

- The place of performance is the Lessor's registered office or the agreed lease branch.
- Krefeld is the exclusive place of jurisdiction, including for actions in the documents and change process, for both parties and for all claims, if the Lessee is a business or a legal person under private or public law. The Lessor may also bring actions at the Lessee's general place of jurisdiction.
- The agreement made between the Lessor and the Lessee is exclusively subject to German law.
- Should a provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.