

ZECK GmbH Rental Terms & Conditions

I. Preface, area of application

For the legal relations between ZECK GmbH (hereafter referred to as: ZECK) and the renter in conjunction with the rental of machinery and other equipment (hereafter referred to as: rental object) apply to the exclusion of the general sales conditions of ZECK only these rental terms and conditions. Diverging, contradicting or additional General Terms of Business of the renter only become part of the contract if ZECK explicitly agreed to their validity in written form. This approval requirement applies in any case, for example even if ZECK, being aware of the General Terms of Business of the client, accepts their rental order without reservation. These Rental Terms & Conditions apply in their respective version also for any future contract for the rental of machines and other equipment to the same renter and ZECK is not obligated to reference them in each specific case.

II. Rental offer and conclusion of contract

1. All rental offers of ZECK are non-binding and subject to change unless a rental offer by ZECK is explicitly designated as a binding offer in writing.
2. Rental orders by the renter as well as respective additions and modifications are only binding if confirmed by ZECK in written form by an acknowledgment of the rental order. Oral (ancillary) agreements are only binding if explicitly confirmed by ZECK in writing. Concerning the conditions of the rental, especially the content and extent of the contractual performances by ZECK the contents of the acknowledgment of the rental order are exclusively authoritative.

III. Rental period, beginning and end of rental period

1. The rental period is defined according to the rental duration agreed upon by ZECK and the renter and confirmed by ZECK by their acknowledgment of the rental order. The minimal rental period is two weeks. The rental period begins with the contractually agreed beginning of the rental period when ZECK must provide the renter with the rental object and ends with the contractually agreed end of the rental period when the rental object has to be returned to ZECK again.
2. The renter must accept the rental object at the agreed beginning of the rental period and return the rental object to ZECK at the agreed end of the rental period. The right of use for the renter ends with the expiration of the agreed

rental period.

3. It is possible to extend the originally agreed-upon rental period by mutual agreement. An extension is binding when confirmed by ZECK in written form by a corresponding acknowledgment of the rental order.

IV. Delivery and return of the rental object, transport and transport costs

1. Delivery of the rental object to the renter and its return to ZECK take place at the ZECK premises. Transport of the rental object to the site of operation as well as its return transport to ZECK are exclusively the responsibility of the renter; There is no obligation on the part of ZECK therefore regarding transport.
2. On delivery of the rental object to the renter or the person tasked by the renter with collecting the rental, its configuration and condition as well as the scope of supply are recorded in an equipment list by ZECK. ZECK provides the renter this list. This list is binding between the contracting parties concerning composition, state and scope of the rental object unless the renter objects within 10 days at the latest after receiving the list to ZECK in written form. Upon delivery or receipt of the rental object, the renter is obligated to check the rental object for its road safety, operability and potential defects. In case the renter intends to use the rental object in public road traffic, he must ensure specifically that the rental object features the necessary equipment and documentation. Claims of the renter due to obvious defects are excluded, insofar as the renter does not contest the defect in writing to ZECK upon delivery or immediately after acceptance of the rental object.
3. If, following prior, written agreement with the renter and by way of exception, ZECK is obliged to ensure the transport of the rental object to the renter or its transport back to ZECK, the transport is always carried out in the name of and at the cost of the renter by a shipping agent appointed by ZECK. With the transfer of the rental object to the shipping agent by ZECK, the risk is transferred to the renter. With the transfer of the rental object to the shipping agent, ZECK has fulfilled its obligations regarding the provision and handover of the rental object. In this case, the proper return of the rental object to ZECK is only assumed when the rental object is properly delivered to ZECK by the shipping agent again. In other words, in these cases, the transport of the rental object is always carried out at risk of the renter.

V. Rental payment, fee for provision, flat-rate insurance fee, other costs, exclusion of rent reduction

1. The rental payment and additional costs owed by the renter are defined as the calendar week rental payment based on the prices agreed between the renter and ZECK and confirmed by ZECK in the acknowledgment of the rental order. In all other respects, the respective valid list price from ZECK applies to the rental of machines.
2. Besides the rental payment, the renter owes a one-off fee for provision per rental order per single rental object.
3. For rentals (geographically) within Europe, the renter is also under obligation to pay a flat-rate insurance fee for any machinery breakdown and comprehensive insurance based on the value of the rental object per rental week.
4. If, following prior, written agreement with the renter, ZECK is obliged to ensure the transport of the rental object to the renter or its transport back to ZECK, the renter is also under obligation to pay the transport and shipment costs that accrue.
5. All other costs, in particular own transport costs, the costs of operation of the rental object, costs for fuel and operating materials, cleaning costs during the rental period etc., must be borne by the renter himself.
6. The renter's obligation to pay remains unaffected by the actual use of the rental object.
7. The reduction of the rental fees by the renter is excluded. The renters right to reclaim overpaid rental fees in case of a substantiated rental deficiency remains unaffected.

VI. Terms of payment, offsetting

1. Unless otherwise agreed upon by the contractual parties, the following terms of payment apply:

For a rental period of 4 and more weeks, the rental payment, including flat-rate insurance fee, is always due for payment to ZECK immediately and without deduction 4 weeks in advance at the beginning of the respective 4-week period in each case; if a consequential rental period is only for a period of less than 4 weeks, the rental payment, including flat-rate insurance fee, is due for payment to ZECK in advance in full for the duration of this consequential rental period. Together with the first rental payment, the fees

for provision are due for payment in advance to ZECK immediately and without deductions at the beginning of the rental period.

1. For a rental duration of less than 4 weeks, the entire rental payment for the entire rental period, including the fees for provision and flat-rate insurance fees, is always due for payment to ZECK immediately and without deduction in advance at the beginning of the rental period.
2. Other costs, in particular any transport and shipment costs that accrue (see para. V.4), are due for payment to ZECK immediately and without deductions from the date of invoicing to the renter.
3. The renter can only offset claims against ZECK that are undisputed or legally established.

VII. Cancellation of the rental contract, cancellation fees

1. Up to a maximum of 1 day before the beginning of the rental period, the renter has the right to withdraw from the rental contract which must be declared in writing to ZECK.
2. In the case of such a withdrawal from contract, the following cancellation fees accrue, where what matters with regard to the timeliness of the cancellation is receipt by ZECK:
 - In the event of cancellation up to 4 weeks prior to the contractually agreed beginning of rental period: 20 % of the rental payment owed for the 1st accounting period (max. 4 weeks) excluding the fee for provision and the flat-rate insurance fee
 - In the event of cancellation, up to one week prior to the contractually agreed beginning of the rental period: 50 % of the rental payment owed for the 1st accounting period (max. 4 weeks) excluding the fee for provision and flat-rate insurance fee
 - In the event of cancellation within the last week until a maximum of 1 day before the contractually agreed beginning of the rental period: 100 % of the rental payment owed for the 1st accounting period (max. 4 weeks) excluding the fee for provision and flat-rate insurance fee.

The renter is allowed to produce evidence that, in any case, no financial loss or only minor financial loss is caused to ZECK as a result of the withdrawal from the rental contract.

VIII. Obligations of the renter, site of operation, use of the rental object

1. In compliance with the statutory provisions, the occupational safety and accident prevention regulations and the relevant requirements of the employers' liability insurance association, the renter is solely responsible for the operation of the rental object. He may only deploy the rental object properly, for its intended purpose and as is customary, and must use it in a professional and proper manner in compliance with the operating instructions.
2. When refueling the rental object, the specifications of the operating instructions must be complied with.
3. The renter is obliged to allow only technically trained persons to operate the rental object, who are familiar with the proper handling of the rental object or objects of a comparable type. The renter assures that he or the persons deployed by him have the necessary knowledge and skills for proper operation of the rental object.
4. Any transfer of use of the rental object or parts of it to third-parties is impermissible without the explicit prior written consent of ZECK.
5. Without the prior explicit written approval of ZECK, the renter is not entitled to carry out repair, servicing or repair work itself or to have it carried out by third-parties; such work must be performed in principle exclusively by ZECK.
6. Use of the rental object is only permitted to the renter at the contractually agreed site of operation (geographically) within Europe. If the renter wants to use and deploy the rental object (geographically) outside Europe, this is only admissible if it has been agreed upon beforehand explicitly with ZECK in writing and if the renter also covers an appropriate machinery breakdown and comprehensive insurance that explicitly includes the deployment of the rental object at the site of operation selected by the renter and covers the deployment of the rental object (geographically) outside Europe at his costs. ZECK can make the handover of the rental object to the renter dependent on the fact that the renter provides proof of sufficient insurance cover to ZECK before the beginning of the rental period.
7. ZECK must be immediately notified by the renter of any possible theft/loss or damage to the rental object (subsequently: event of damage). In case of theft or damage caused by a third party, the renter is obligated to immediately file a report with the police. In the event of damage, the renter must take all necessary measures to mitigate the damage and ensure the preservation of evidence. Furthermore, the renter is obliged to support ZECK at any time to the best of his ability in processing and solving an event of

damage and to share the relevant information as well as providing corresponding documentation.

8. If a third party distrains upon the rental object, the renter must immediately notify ZECK and identify the rental object as the exclusive and unconditional property of ZECK.
9. Because the transport of the rental object is exclusively the responsibility of the renter, ZECK assumes no liability for the proper loading of the rental object onto a transport vehicle of the renter or of a third-party tasked by the renter.
10. The renter must safely store the rental object, and protect and secure it against the unauthorized actions of third-parties, especially due to theft, damage or unauthorized commissioning (duty of care) – even after termination of the rental contract. The duty of care applies until the return of the rental object to ZECK or, in the case of return transport carried out by ZECK, up to collection of the rental object at the agreed place of collection.

IX. Defects, Notice of Defects, Repairs, Exclusion of strict liability for initial defects

1. The renter must notify ZECK of all defects occurring on the rental object immediately in writing. For obvious defects of the rental object upon delivery to the renter, para. IV. 2. clause 4 of these rental terms and conditions applies.
2. Defects or repairs for which the renter is not responsible will be eliminated or dealt with by ZECK on site (site of operation of the machine) or at ZECK's Scheßlitz works according to the discretion of ZECK. Travel and traveling expenses as well as any costs for the transport of spare parts etc. for eliminating the defects on site will be borne by the renter. The annual DGUV 54 examination and the main inspection are carried out at the plant in Scheßlitz. Arising transport costs for this are to be borne by the tenant.
3. Repairs or repair work that can be traced back to incorrect operation of the renter, improper use or excessive use of the rental object by the renter or due to any other cause for which the renter is responsible will be carried out by ZECK or third-parties commissioned by ZECK at the cost of the renter. In this case, the renter also bears all necessary travel transport costs, spare parts costs, transport costs etc. as a result of the repair work.
4. Liability on the part of ZECK, irrespective of fault, for initial material defects (§ 536 a subsection 1, 1st alternative of the German Civil Code (Bürgerliches Gesetzbuch - BGB) is excluded.

X. Liability

1. Unless otherwise stipulated in these rental terms and conditions, claims for damages by the renter against ZECK GmbH, its executive bodies and legal representatives and/or its agents and vicarious agents, irrespective of the legal grounds, in particular breach of obligations resulting from obligation and unauthorized action, are excluded.
2. This does not apply if liability applies:
 - according to the product liability law
 - in case of intent
 - in case of gross negligence
 - in case of malice
 - in case of non-compliance with a guarantee
 - in case of culpable injury to life, body or health, or
 - due to a culpable breach of a material contractual obligation (an obligation whose fulfillment makes the proper execution of the Agreement possible to begin with and on the adherence to which the contractual partner relies and may rely on a regular basis).

The claim for damages due to the infringement of material contractual duties, however, is restricted to the foreseeable damage related to the type of contract, unless another exception the aforementioned cases is present.

3. No change of burden of proof to the disadvantage of the renter is connected with the preceding provisions.

XI. Renter's liability, insurance

1. The renter is liable to ZECK in particular for all damage to the rental object. If there is no insurance cover for such damage from a machinery breakdown and comprehensive insurance, and it comes to an instance of insured damage, the renter undertakes to assume the excess accruing in the context of the insurance in relation to ZECK where appropriate.
2. Any claims for compensation by ZECK against the renter due to a case of damage remain unaffected by settlement of the case of damage by any existing insurance; i.e. the settlement of the case of damage by the insurance does not lead to any waiver of recourse vis-a-vis the renter.
3. If third-parties are harmed due to the use or deployment of the rental object by the renter and consequently claim compensation from ZECK, the renter is

obliged to replace any damage to ZECK incurred as a result of the claim and must indemnify ZECK from any liability towards third parties in this respect.

XII. Place of performance, place of jurisdiction, applicable legal language, binding nature of the contract

1. The place of performance for all claims from the rental relationship is the registered office of ZECK in Scheßlitz, Germany.
2. If the renter is a merchant, a legal entity under public law or a special fund under public law, the sole place of jurisdiction for all disputes arising directly or indirectly out of this rental relationship is the registered office of ZECK. ZECK GmbH is, however, also entitled to bring an action at the location where the renter is based.
3. Only the laws of the Federal Republic of Germany shall apply to these rental terms and conditions and all legal relations between ZECK and the renter to the exclusion of uniform international law, especially of the UN Convention on the International Sale of Goods. In the event of difficulties of interpretation, the German language text version of the rental terms and conditions is authoritative.
4. In the case of the invalidity of individual contractual provisions or individual clauses of these terms and conditions, the validity of the other contractual terms and conditions remains unaffected. The same applies to the case of any unintentional gap. For this case, the contracting parties undertake to replace the ineffective or omitted provision as soon as possible by way of supplementary agreements by an applicable provision that comes closest to the intended economic purpose of the ineffective or omitted provision.