

Doppstadt Group

GENERAL RENTAL CONDITIONS

§ 1 General Information

1. The rental of mobile equipment (hereinafter „rental object“) of the Doppstadt Group (hereinafter „DG“) is exclusively based on these General Rental Conditions (hereinafter „AGB-Miete“). We will not approve the renter's general rental conditions or other general terms and conditions unless otherwise expressly agreed. Our AGB-Miete shall also apply if we, being aware that the renter's terms and conditions are conflicting with or differing from our AGB-Miete, hand over the rental object to the renter without reservation.
2. These AGB-Miete shall be the framework agreement for future rental agreements for mobile equipment with the same renter, even if we do not refer to the validity of the AGB-Miete explicitly. This shall particularly apply to any – even oral/ by phone - follow-up business. The AGB-Miete shall apply as amended, the renter will be informed immediately of any change.
3. The renter agrees with these AGB-Miete by concluding the rental agreement being aware of these AGB-Miete, at the latest on receipt of the rental object.
4. Our AGB-Miete are only valid for contractors (§ 14 BGB), corporate bodies under public law or special funds under public law.
5. Individual agreements with our renters (including supplementary agreements, supplements and amendments) shall have priority over these AGB-Miete. This kind of agreements must be put down in a written agreement or in our written confirmation, which will be decisive for their contents.

§ 2 CONCLUSION OF THE RENTAL AGREEMENT

1. Unless otherwise expressly agreed, our oral offers are without engagement and not binding.
2. The renter has to accept our offer immediately by signing the agreement, at the latest within 5 working days after we have submitted the offer. A later acceptance shall be deemed to be a new offer and is subject to our acceptance.
3. Recommendations, approvals or other statements concerning the suitability of the rental object only refer to the application specified by the renter. The renter bears all the risks of faulty transmission of such specifications.

§ 3 HANDOVER OF THE RENTAL OBJECT, NOTICE OF DEFECTS, DELAY OF THE OWNER

1. We hand over the rental object to the renter according to the rental agreement in good condition and working order and filled up with the required documents and loan it to the renter during the agreed rental period.
2. Unless otherwise agreed, we make the rental object available for pick-up. On the renter's request and at the renter's risk and expense, we dispatch the rental object to another destination. On pick-up/delivery, the risk of transport will pass on to the renter.
3. If the transport and return is carried out by us, the renter has to ensure free access to the place of lading/assembly.
4. Assembly, mounting, commissioning or dismounting of the rental object shall be at the renter's expense and risk.
5. The renter has the right to inspect the rental object before the rental starts.
6. The renter confirms the condition of the rental object taken over and the range of accessories. Visible defects will be specified in the handover record. Defects that are visible on handover, which the renter does not complain about immediately, cannot be claimed. The rental object shall be deemed as approved with regard to these defects. The renter must notify us immediately after detection of hidden defects existing on handover. Clauses 2 and 3 shall apply accordingly.
7. We have to repair defects detected in time on handover or immediately after detection according to § 3 clause 6 at our expense. The renter must enable us to repair these defects. We have the right to exercise our warranty duties towards the renter by means of the Telematik system (through fault diagnostic or repair of damages). The renter shall take reasonable part in the use of the Telematik system. The Telematik systems has to be used in compliance with the legal provisions. If the use of the Telematik system is not possible or made more difficult for reasons for which the renter is responsible the renter will have to bear the expenses resulting from this. The renter must not carry out the repair of defects on his own responsibility. Instead of the repair of damages we may also place an equivalent substitute at the renter's disposal.
8. If we are in delay in delivery of the rental object the renter may claim compensation. In case of negligence however, the compensation to be paid by us is limited to the amount of the daily rental fee per each working day. After setting a reasonable deadline, the renter may cancel the agreement if we are still in delay at that time. We reserve the right of proof of a minor damage.

§ 4 RENTER'S DUTIES

- a. The renter undertakes to use the rental object according to the rental agreement including the instructions for use, the operator's manual and the other operation documents for no other than the intended use, to treat it correctly, to observe and comply with the corresponding accident prevention, health and safety, road traffic and other legal and administrative regulations

related to the possession, the use and the maintenance of the rental object;

- b. to pay the rental fee as agreed;
- c. to supply the rental object at his own expense with sufficient quantities of fuels, cleaning agents etc. of faultless quality or as prescribed by us;
- d. to check the fluid levels of the rental object (engine oil, coolant, hydraulic oil) every day and to refill then at his own expense;
- e. to grease the machines every day according to the specifications in the operator's manual;
- f. protect the rental object in any way against overstraining. In particular, the renter must not exceed the specifications and/or requirements concerning the scope of use of the machine stipulated in the agreement
- g. to have all maintenance work carried out by us or a third party appointed by us. In case of rental periods of less than one month, the maintenance will be at our expense; otherwise, the renter will bear the expenses.
- h. To let only duly instructed personnel use the rental object;
- i. To provide for the on-site conditions for delivery and return, commissioning and use of the rental object;
- j. To provide for a sufficient protection against climatic exposure and unauthorized use. In particular, the renter must observe the safety measures for single component groups and components. The machines must be locked;
- k. To inform us about the location and site of operation of the rental object. The use of the rental object outside Germany and outside the radius of 50 km from the site of operation is not allowed without our prior written approval.
- l. **The first use of the rental object requires an instruction of the renter by trained employees, whom we will appoint. Without this instruction, the renter is not allowed to use the rental object.** This shall also apply if the rental object has been developed by us or by the manufacturer and the instruction has only taken place for an older model. The instruction can only be waived in exceptional cases and on the basis of separate agreements between the renter and us if the renter is already familiar with all the details of the operation of the rental object and only after we have confirmed this explicitly to the renter in writing.
1. We have the right to visit and examine the rental object during the normal working hours of the renter or to have it examined by an authorized agent.
2. The renter has to obtain official approvals, permissions, consents or special permits at his own expense if required for the use of the rental objects.
3. The rental object is leased exclusively to be used by the renter and his personnel. The renter must neither sublease nor pass on the rental object to third parties without our consent. The assignment of rights under the agreement and the granting of any rights in the rental object to third parties are subject to our consent.
4. The renter must not change the rental object (e. g. by modifications, extensions etc).
5. The renter must neither detach, damage, change, garble, nor cover owner's signs on the rental object and other plates, numbers or tags we fixed on the rental object. The renter must neither attach nor run advertisement unless approved by us nor have it attached or run. The renter has to accept advertisement of the DG and advertisement approved by us on the rental object.
6. If third parties claim rights to the rental object by means of seizure, or other rights to the rental object, the renter must inform us immediately and inform the third party of the present rental agreement and our property.

§ 5 CALCULATION AND PAYMENT OF THE RENTAL FEE

The rental fee, additional costs, special services or special hours of use shall exclusively be based on our current rental prices and on the provisions of the agreements.

Unless otherwise agreed in individual agreements, the rental fee must be paid in advance without deduction.

The rental is only the equivalent for the rental of the rental object. Further costs such as transport, instruction, erection, mounting commissioning, dismounting, auxiliary and operating materials, insurance, cleaning costs etc. have to be paid by the renter. We will charge these costs separately to the renter's account. Part transport and return on the renter's request will be charged separately.

3. If the rental period exceeds one month, the renter has to pay the costs of wear parts and exchange.

All prices have to be paid plus VAT.

Special agreements concerning the rent shall become invalid if the minimum rental period falls below the minimum rental period. The rental prices of the rental price list which is valid at the time of conclusion of the agreement shall be considered as agreed from the beginning.

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6. The contractual rental prices are based on the renter's specifications concerning the scope and the period of use of the rental object and on the maximum hours of operation of the rental object stipulated in the rental agreement. The calculation of the rental is based on operating times from Monday to Friday. In case of longer daily operation and operation on Saturdays and Sundays or public holidays, the rental prices will be recalculated according to our current price list and charged separately to the renter's account. The renter must inform us in advance if he wants to exceed the stipulated rental periods on which the calculation is based. If the rental object is used less than agreed, these hours will not be credited.

7. If the hourmeter shows that the renter has used the rental object more hours than notified the renter has to pay the additional hours separately unless we are responsible for the difference.

8. If the renter is in default with the payment of the rental fee we shall have the right to charge interest amounting to the interest our commercial bank charges for commercial loans, at least, however, interest on arrears amounting to 9% above the respective basic interest rate. We reserve the right to claim for further damages caused by default, including possible exchange losses, and other legal claims. If the renter is a trader our entitlement to commercial interest counting from the due date, § 353 HGB, will remain unaffected.

9. The renter has no right to offset counterclaims unless these receivables are uncontested, legally binding or ready for decision. The renter's rights of retention under a separate agreement are excluded. The renter's rights of retention under the same agreement are also excluded unless the counter claim is uncontested, legally binding or ready for decision.

§ 6 RENTER'S DELAY IN ACCEPTANCE

1. If the renter is in default of an agreed pickup or in default of acceptance of the rental object we will have the right, after having extended the deadline by a reasonable period, to withdraw from the agreement and to dispose of the rental object otherwise. In such a case, the renter is not entitled to performance.

2. Renter's default does not affect the agreed start of the rental period. During the default, the renter is in particular committed to the payment of the stipulated rental fee.

3. Our further legal claims shall remain unaffected.

§ 7 START AND END OF THE RENTAL PERIOD, RETURN OF THE RENTAL OBJECT

1. The rental period starts on the agreed day. The rental object will be handed over during our usual business hours. The day of pickup/dispatch is considered to be a rental day, differing provisions must be agreed upon in writing.

2. The rental period ends when the rental object is returned to us, at the earliest when the stipulated rental period ends.

3. The machines must be returned complete, cleaned, filled up and in working order.

4. In case of rental periods of more than one month, we will replace the wear parts at the renter's expense.

5. If the renter fails to return the rental object in the condition described in § 7 section 3. We have the right to restore this condition at the renter's expense. We also have the right to repair damages and faults at the renter's expense if the rental object is returned in a condition that shows that the renter has breached the incumbent obligations according to §§ 4 and 8 of these AGB Miete. We give the renter the opportunity of an immediate examination. If the repair of the rental object is not possible or economically unacceptable the renter has to compensate for the current value.

6. The renter must notify us in good time about the intended return of the rental object (notice of availability).

7. The proper return must be carried out during our normal working hours and early enough, so as to enable us to check the rental object the same day. It has been carried out when the rental object with all the parts and accessories required for startup is handed over to us at the place of delivery or is delivered to another – stipulated – place. The rental period is extended if the renter has not fulfilled his maintenance obligations according to §§ 4 and 8 of these AGB Miete and the neglected work has to be completed.

8. If pickup by us is stipulated the renter has to fix the exact time of handover until 3 pm on the working day preceding the pickup at the latest. In case of long-term rental agreements – at least one month – the notice of availability must be given one week before the pickup at the latest. If the pickup cannot be carried out and the renter is at fault (e. g. no access, missing key) the rental period will be extended accordingly and the renter will have to pay the costs of the additional transport.

9. If we fail to pick up the rental object at the fixed date or time the customer has to require the pickup again in writing and/or by phone immediately. The renter's duty of care according to § 4 of these AGB Miete shall remain valid.

10. In case of pick-up by us the renter has to make the rental object available in transportable condition, otherwise the required waiting period will be charged separately to the renter's account.

11. The return must be put down in a return record, which must be signed by the renter. If the renter is not present the owner's representative shall be entitled to binding ascertainties.

§ 8 INSPECTIONS AND REPAIRS

1. The renter has to notify us in time about necessary inspections and repairs and we have to carry them out immediately. The renter has to bear the expenses if the inspections and repairs have become necessary due to the use of the rental object and/or result from the renter's risk area, if, for example the renter and/or his assistants have demonstrably failed to exercise due care. If the rental period is less than one month the required inspections, if any, will be carried out at our expense. The insurance obligation according to § 11 of these AGB Miete shall not be affected.

2. The renter has to give notice of damages and faults immediately.

3. The renter shall be liable for damages due to a delay in notification of defects.

4. Standstill of the rental object during the repair shall not affect the renter's obligation to pay the stipulated rental fee unless the standstill is due to a defect of the rental object.

§ 9 LOSS OR DAMAGE OF THE RENTAL OBJECT

1. In case of loss or damage of the rental object the renter must inform us immediately in writing about the scope and the course of the occurrence of damage and if any the parties involved. In case of theft, damages by third parties or traffic accidents the offence must be reported to the police.

2. If the renter is responsible for the loss or damage of the rental object the renter has to pay damages. The liability to pay damages amounts to the replacement value in case of loss of the rental object or in case of damage, if the damage is equivalent to a total loss. In case of other damages the renter has to pay damages amounting to the repair costs.

§ 10 LIMITATION OF LIABILITY OF DG

1. Unless otherwise provided in these AGB Miete, our liability is excluded – irrespective of the kind of legal nature of the claim – in particular the indemnity for damages that have not occurred to the rental object itself unless we are liable according to the following provisions:

a. Irrespective of the legal nature of the claims we will assume the liability for damages if they are caused by intent or gross negligence of one of our legal representatives or executives or by intent of other vicarious agents.

b. Furthermore, we will assume full liability for damages due to injury of life, body or health, due to acceptance of guarantee, according to the product liability law if we have concealed a defect fraudulently and in case of initial incapacity and impossibility of performance for which we are responsible.

c. Furthermore, we will assume liability for damages due to the breach of fundamental contractual obligations, i. e. without the performance of these obligations the correct execution of the agreement would not have been possible and the contracting party relies and may rely in these obligations. In this case, the liability is limited to the compensation of the foreseeable, typically occurring damage

d. Furthermore, we will assume liability for damages due to gross negligence of other vicarious agents. The liability is limited to such typical damages, which have to be expected within the scope of an agreement like present one.

e. In case of a producer's liability irrespective of the limitations of liability pursuant to the above chapters it will be limited for property damages or a resulting financial damage to the compensation of the insurance. This shall not apply if the insurance does not cover the damage or not completely, in this case we will assume liability up to the amount of coverage.

f. As far as our liability is excluded or limited this shall also apply in favour of our employees or other vicarious agents if the renter engages them directly.

2. If the rental object cannot be used by the renter according to the agreement due to our fault as a result of neglected or faulty execution of proposals and consulting services before or after conclusion of the agreement or of other secondary contractual obligations – in particular the instruction to operation and maintenance of the rental object – the provisions according to § 8 and in the above chapter 1. shall apply accordingly excluding any other claim of the renter

3. We are not liable for damages caused exclusively by the renter's personnel even if they have been supervised and instructed by DG's technical personnel.

§ 11 RENTER'S LIABILITY, INSURANCE

1. The renter shall be liable for the operating risks posed by the rental object unless it is due to a defect of the rental object.

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2. If third parties assert a claim against us due to personnel or material damages caused by the renter the renter shall indemnify us to the amount of the justified claim for compensation.
3. The renter shall be liable from handover to the return of the rental object for any damage of the rental object unless he proves that he is not responsible for the damage. He shall be liable in particular for but not limited to damages caused by him due to unsuitable or inappropriate use, faulty mounting or setting into operation, modifications or repairs contrary to the agreement, incorrect or negligent treatment, in particular overstrain by the renter or by third parties commissioned by him, the use of unsuitable operating materials and replacement materials, faulty construction works, unsuitable foundation ground, chemical, electrotechnical or electrical impacts. This shall also apply to corrosion and rust damages. Furthermore, the renter shall be liable for consequential damages resulting from such a damage incurred by us such as for example expert costs, towing service costs, loss of rent etc.
4. The rental object shall only be covered by third party insurance as far as it is legally required. Especially in case of machines that do not reach more than 20 km/h speed, this is not the case.
5. The renter has to take out an insurance against theft, fire and machine breakage for the rental object at his own expense until the actual return – amounting at least to the coverage according to the „Allgemeinen Bedingungen für die Maschinen- und Kaskoversicherung von fahrbaren oder transportablen Geräten“ (ABMG 2011) Version 01.01.2011 (GDV 0813) (General Machine Insurance Conditions).
6. In case of an insurance agreement with a third party, the renter shall subrogate his rights against the insurer to ensure our receivables. We accept this subrogation.
7. Our claims against the renter in case of damage are not limited to the insurance coverage. This shall apply irrespective of the insurance covering or refusing the coverage in part or completely or the damage exceeding the insurance coverage. Insurance payments we receive shall be offset against our claims against the renter.
8. In individually regulated cases we insure the rental objects against machine breakage, natural hazards, fire and theft. This arrangement has to be put down in writing. The insurance costs will be specified separately in the rental agreement in addition to the rental fee.
9. If we take out the insurance of the rental object the **Bedingungen der Doppstadt-Gruppe für die Versicherung der Mietsache und Haftungsbegrenzung (Doppstadt Group Conditions of insurance of the rental object and limitation of liability)** shall apply in addition.

§ 12 PERIOD OF LIMITATION OF CLAIMS FOR COMPENSATION

To prevent precipitate appeals to the court, in case of loss or damage of the rental object, we will at first examine the facts of the case thoroughly. Our claims due to change or deterioration of the rental object shall only be payable two months after return of the rental object. The limitation period will be postponed accordingly.

§ 13 TERMINATION

1. A rental agreement concluded for a certain rental period cannot be terminated during this fixed rental period by either party.
2. This shall also apply to the minimum rental period under rental agreements concluded for an indefinite time. After the end of the minimum rental period, the notice period shall be
 - a. One day if the rental fee has been stipulated per day
 - b. Two days if the rental fee has been stipulated per week
 - c. One week if the rental fee has been stipulated per month.
3. The right to extraordinary notice of cancellation shall not be affected.
4. Our reasons for an extraordinary notice of cancellation are in particular:
 - a. The renter modifies the rental object or has it modified or uses the rental object under difficult, unapproved conditions;
 - b. The renter breaches one of the fundamental provisions of this agreement;
 - c. In case of continued failure to exercise the duties according to §§ 4, 8 of these AGB Miete.
 - d. The renter is in default of payment of the rental fee of two successive dates or of a considerable part of the rental fee
or
the renter is in default of payment of the due rental fee amounting to the rental fee of two months;
 - e. After conclusion of the agreement it turns out that the entitlement to the payment of the rental fee is endangered by the renter's insufficient economic capacity or
 - f. insolvency proceedings have been initiated with respect to the assets of renter, and also the renter's insolvency or repeated cheque or bill

protests; the insolvency administrator's option or other statutory rights in favour of the insolvency administrator shall remain unaffected;

4. In these cases, we have the right to pick up the rental object and dispose of it otherwise after having given notice at the renter's expense, who has to grant access to the rental object and enable the transport. Our rights under the agreement for the stipulated period of the agreement shall persist. Amounts we achieve or could have achieved by other rentals will be taken into account after deduction of the expenses incurred. Our further claims for damages shall remain unaffected.
5. The renter may terminate the rental agreement after having given notice without adherence to a time limit in particular if the use of the rental object is not possible for a longer periods due reasons for which are responsible.
6. The extraordinary notice of cancellation by the renter must be put down in writing.

§ 14 OTHER PROVISIONS

1. Unless otherwise explicitly stipulated in the agreements with the renter, the place of performance and payment shall be Velbert.
2. The place of jurisdiction is Velbert. Furthermore, we also have the right to bring an action against the renter at the place of his head office.
3. Should one of the provisions of these conditions be or become totally or in part invalid, the validity of all the other provisions will not be affected. Instead of the invalid provision, a valid provision that corresponds to the invalid provision and that achieves the same business purpose as the provision shall be agreed upon. This shall also apply in case of gaps in this agreement.

Doppstadt Group Conditions of insurance of the rental object and limitation of liability

1. In individually regulated cases we insure the rental objects against machine breakage, natural hazards, fire and theft according to ABMG. The insurance costs will be specified separately in the rental agreement in addition to the rental fee. Furthermore, the renter has to pay possible deductible amounts.
2. The renter's third party risk is not insured. There is no third party insurance cover unless legally required. Especially in case of machines that do not reach more than 20 km/h speed, this is not the case. Damages to tyres, wear and conveyor belts are excluded from the deductible amount according to the following provisions.

4. The renter's liability for damages that occur during his use shall amount to 10.000,00€ per damage unless otherwise provided in these conditions.

A liability reduction above and beyond has to be agreed upon in writing in the rental agreement. The liability reduction shall only apply if the renter attends to his duty to co-operate in the fault diagnosis.

5. Our claims against the renter in case of damage are not limited to the to the insurance coverage. This shall apply irrespective of the insurance covering or refusing the coverage in part or completely or the damage exceeding the insurance coverage. Provisions concerning the deductible amount shall be unaffected. Insurance payments we receive shall be offset against our claims against the renter.

6. Theft, Defalcation

In case of damages due to theft, robbery or defalcation, the renter's deductible amount shall be 10% of the net replacement value of the equipment, at least however 10.00,00€. In case of theft, the renter is not entitled to the deductible amount unless he reports the damage to the competent police department immediately after the occurrence of the damage and he provides a proof. In case of defalcation, there will be no possibility of reduction of liability; in case of unauthorized transfer of rental objects to third parties, the demarcation of liability will not be possible.

7. Delay in Payment, Termination

If the renter is in default of payment of the rental fee and/or of payment of the contribution to the insurance /demarcation of liability at the time of damage the damage will not be covered. In case of damage, we may terminate the liability demarcation agreement then without notice from the time of occurrence of the damage.

8. Insurance by the Renter

If the renter furnishes proof of a similar insurance coverage for the rented machine by an insurance he has taken out the payment of the contribution liability demarcation may be dropped.
The renter has to send us an insurance certificate of his insurer.
The renter shall provide us any support in the assertion of compensation claims against the insurer.