

(Stand: 08/2018)

Preamble

The firm Thiet GmbH (Lessor) surrenders to the Lessee the equipment and machines listed in detail in the contract for use agreed upon in the contract. This obligation applies to the contract period agreed upon in the contract or in the addendum. Upon transfer of the machinery and equipment to the Lessee, the Lessee acknowledges the functional capability of the equipment. The Lessee is obligated to pay the agreed rental fee, to treat the equipment according to the rules stipulated in the agreement and to return the equipment cleaned and in functional working order at the end of the rental period.

General

These general terms and conditions for construction equipment and machinery rental (GTC) apply exclusively for all rental contracts and other contracts negotiated with Jürgen Thiet GmbH (Lessor) for the use of construction equipment and machinery.

We do not acknowledge general terms of business of the customer which deviate from or are in conflict with our GTC unless we have agreed explicitly to the validity of said terms. Our GTC also apply if we unconditionally execute delivery or service to the customer with knowledge of customer terms which deviate from or are in conflict with our GTV. The GTC also apply to all future transactions undertaken with the contracting party.

§ 1 Rental Period

The rental period begins at the latest on the day that the equipment including all necessary start-up components leave the place of business or the Lessor's warehouse; this applies regardless of whether transport of the equipment is carried out by the Lessor or the Lessee.

The rental period does not end until the day the equipment and all necessary start-up components have been returned in proper condition agreed upon in the contract to the place of business or the Lessor's warehouse or to another agreed upon destination, unless individual contract agreements have been confirmed in writing. The return should be made during the Lessor's normal business hours so as to ensure an examination of the rented object by the Lessor on the same day. The Lessor should be notified in writing indicating the return of the rented object (Notification of availability).

§ 2 Transfer of risk and notification of defects

Risk is assumed by the Lessee upon transfer of the rental object to the Lessee. The Lessee has the responsibility to inspect the rental object for defects and operability immediately after receipt. Noticeable defects should be reported in writing to the Lessor immediately, at the latest within 8 days of handover of the rental object (Entry at Lessor's). The Lessor is responsible for the costs of remedying such initial and punctually detected defects. Upon the existence of such a defect, the Lessor has the right to remedy the defect himself or have it remedied by a third party.

§ 3 Liability

Claims for damages against the Lessor, even for initial defects, are excluded provided that these defects are not deliberate or a result of gross negligence on the part of the Lessor. The Lessor is generally not liable for damages, especially for consequential damage to other legal goods resulting from use of the equipment by the Lessee or his personnel.

§ 4 Rental fee, prices, conditions of payment and electronic invoicing

The rental fee paid for the use of the rental object shall be negotiated on an individual contract basis. The calculation of the rental fee is based on the operating time of the equipment and always refers to the timeframe agreed upon in the

contract. If this timeframe is exceeded, the rental fee shall be proportionately increased.

The stated rental price and all other conditions of payment are quoted in euros plus current legal sales tax (VAT) unless stated otherwise. The rental fee does not include operating or transport costs, loading or unloading costs, costs of assembling and dismantling, installation costs, installations of any type or technical support of the rental object.

Rates for delivery or pick-up include a maximum of 1 hour for loading times. Delivery shall take place during the course of the desired business day. Fixed appointment delivery is possible for an extra charge. The unloading area must be suitable for installation and freely accessible. Unloading takes place centrally; an alternate delivery location of individual rental objects and waiting times at the customer's request shall be charged according to time and effort.

Prices are quoted in net cash. Granting of cash discount is excluded if not expressly agreed upon and confirmed in writing by Jürgen Thiet GmbH. The Lessee may only declare a set-off of his own claims against claims by the Lessor if the Lessee's counter-claims have been undisputedly confirmed by way of a final decision by the courts. This alone applies for the assertion of a right for retention.

If the Lessee fails to fulfill the conditions of payment or has late or incomplete payments, the Lessor may terminate the rental contract without notice and demand the return of the rental object. If, in such an occurrence, the Lessee fails to deliver the equipment immediately, the Lessor or a hired third party shall pick up the rental object at the expense of the Lessee. In this case, the Lessee must guarantee the Lessor access to the rental object.

The lessee agrees that the bills of the lessor are generally sent in electronic form to the specified invoice recipient and that he no longer receives paper invoices. The Lessor will send the statutory requirements relevant electronic invoice to the registered email address.

The lessee can disagree with the transmission of invoices in electronic form at any time. In this case the lessor will provide the paper invoices to the lessee and the lessee has to absorb the additional costs for sending the invoice in paper form.

The lessee is responsible for receiving the electronic invoices or for picking up the invoice in electronic form, if agreed. Interferences of the reception facilities or other circumstances that prevent access, comes in the lessee's responsibility. An invoice has been received, once it is received in the domain of the lessee. If the lessor only sent a notice and the lessee can call the bill itself or if the lessor provides the invoice on demand, the bill is received if it has been accessed by the lessee. The lessee is obliged to access the provided invoices in reasonable periods of time.

If an invoice can't be received, the lessee will inform the lessor immediately. In this case the Lessor will send a copy of the invoice and marked this as a copy. If the fault of the transmission is not eliminated quickly, the lessor is authorized to send the invoice in paper form until the fault is repaired. The costs of sending the paper invoices must be carried over by the lessee.

Any logins, usernames or passwords given by the lessor to the lessee are strictly confidential and must be protected against unauthorized access.

If the lessee becomes aware that the information has been obtained by unauthorized persons he has to inform the lessor immediately.

§ 5 Maintenance obligations of the Lessee

The Lessee is obligated to provide maintenance as well as proper and professional servicing and care for the rented equipment. All applicable inspections and repair work must be notified in time by the Lessee and provide the rental equipment

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to perform the work through us by appointment at our business premises or have them on the spot to make with him. The trip paid for by the Lessee. In this way, the rental object is especially protected from operational demands in excess of the maximum exposure limits set by the manufacture or Lessor. No structural alterations may be made to the rented equipment by the Lessee without the Lessor's written consent. Insofar as repairs are carried out on the rented equipment at the instigation of the Lessor and at the expense of the Lessee, original or of equal-value replacement parts are to be used. Diesel generators and auxiliary tanks are to be operated exclusively with standard commercial-grade diesel fuel (DIN EN 590). Filling-up of generators and tanks is permitted only if it is carried out in compliance with water regulations. The Lessee shall cede to the Lessor his claims toward the client by whom the equipment is being used in the amount of the agreed back rent, provided the Lessee must not acknowledge a non-assignment clause.

If the equipment is returned in a condition that proves the Lessee failed to comply with the maintenance obligation as provided in § 5, the rental period shall be extended until the end of the time required to complete the repair work performed contrary to contract. The Lessee should notify the Lessor of the scope of defects and damages and provide the Lessor with an opportunity to examine the equipment. The costs for repair work to remedy the defects are to be rendered on the part of the Lessor to the Lessee in an estimated amount if possible before the repair work has begun. If the materials provided during deliver fail to be returned to the Lessor in their entirety, costs will be assessed based on the replacement value.

§ 6 Insurance

The rental equipment is insured according to the additional sheet "Declaration of machinery and accessories insurance". For uninsured equipment or accessories, the Lessee is liable for all damages in full scope. In case of damage, the lessor must be informed immediately in writing by the lessee and has to obey the instructions of the lessor.

§ 7 No subletting

The Lessee is not authorized to pass on or sublet the rental object to third parties. This requires an extraordinary and written consent of the Lessor. The Lessee also does not have the right, to cede rights from the rental contract to third parties or to renounce such rights in favor of third parties.

The Lessee can however use the rental object at its own external building sites with written consent from the Lessor. In this case, the Lessee shall cede for the security of the Lessor's claims existing against him to the Lessor the compensation claims directed to the client.

§ 8 Defects upon return of rented equipment

If a dispute arises between the Lessor and the Lessee upon return of the rental object regarding the condition of the equipment, the existence of defects or the required costs for remedying the defects, the equipment shall be examined by an expert authority. The expert authority is to prepare an expert opinion regarding his examination. The cost for the expert authority shall be carried in equal portions by the Lessor and Lessee. The selection of the expert authority shall be arranged by both parties.

If the parties fail to reach an agreement in choosing the expert authority, the expert authority shall be named by the chairperson of IHK, in whose district the equipment is located according to contract.

The return of the rental equipment shall be recognized by the Lessor as proper and free of defects if a written notice of defect has not been mailed to the Lessee 6 months after the arrival of the equipment at the destination.

§ 9 Other Conditions

The law of the Federal Republic of Germany applies exclusively for the legal relationships between the Lessor and the Lessee resulting from the rental contract. The regulations of the United Nations Convention on Contracts for the International Sale of Goods have no application.

Provided that the Lessee is a merchant, a juridical person of public law or of a special fund under public law, the Lessor's place of business shall be the place of fulfillment for all obligations resulting from this contract and the exclusive domicile for all contractually-founded legal disputes.

§ 10 Severability Clause

If one of the abovementioned clauses proves to be void/invalid due to violation of legal provisions, the existence of the remaining clauses shall remain thereof unharmed. The void/invalid clause shall be replaced by statutory provision; in the instance of several possible provisions, the provision that comes closest to matching the economic import of the void/invalid clause shall be used.