

I. General rights and obligations of the contractors

1. The Lessor undertakes to provide the Lessee with the rental equipment for the agreed rental period. The following rental terms and conditions apply exclusively.
2. The Lessee undertakes to only use the rental equipment for its intended purpose and to carefully comply with the relevant accident prevention and occupational safety regulations, as well as traffic regulations. It also undertakes to pay the agreed rental fee, properly handle the rental subject and return it when the rental period ends.
3. In the event of incorrect orders of rental equipment due to incorrect evaluation of working heights, inadequate lateral range, etc., which are not attributable to the Lessor's fault, the Lessor shall have the right to charge the Lessee for the costs associated with the deployment and the lost rental time.
4. The Lessee is responsible for ensuring that the ground and spatial conditions and other conditions at the place of deployment and on the access roads, from the kerb of adjoining public roads, paths and squares, permit the order to be carried out/the subject of the rental to be delivered correctly and safely. It must, among other things, inform the Lessor of any building structures at the place of deployment such as channels, conduits or underground garages and of any height/weight restrictions, without being requested to do so/as the driver obtain information in this respect.
5. The Lessee is responsible for the ground conditions at the loading/unloading point/the place of deployment, including inside closed buildings and on the access roads, particularly with regard to the ground pressures occurring and any other stresses due to the subject of the rental.
6. The provisions of sections 4 and 5 also apply in the event that the subject of the rental is provided to the Lessee or delivered to the place of deployment with operating personnel. The plea of contributory negligence remains unaffected by this.

II. Conditions of use with operating personnel

1. The Lessor shall provide the rental equipment with a trained operator. The rental equipment may therefore only be operated by that person. In the event of damage caused by the operating personnel, the Lessor shall only be liable if it did not properly select them. Otherwise, the Lessee shall bear the liability.
2. The costs for the operating personnel and operating materials are included in the rental fee.

III. Conditions of use for self-drivers

1. The Lessee shall be briefed by the Lessor when the rental equipment is handed over. Before putting the equipment into operation, the Lessee must take note of and observe all the content of all the provided documents (operating instructions and maintenance information).
2. Only the persons briefed by the Lessor have the right to operate the rental equipment. Subleasing or other provision to third parties by the Lessee are prohibited.
3. The Lessee is responsible for ensuring that self-propelled working platforms are only driven by authorised persons holding a valid driving licence. The Lessee must secure the rental equipment against theft. If the rental equipment is transported by a vehicle of the Lessee, the Lessee shall be responsible for appropriate transport safety and compliance with the permitted trailer load and additional load weights.
4. The Lessee must check oil and battery acid levels during operation according to the operating instructions. Any leaks that occur must be promptly reported to the Lessor. Preventive measures must be taken by the Lessee to avoid resulting consequential damage. The machine is rented exclusively for work on business days (Monday to Friday). The daily maximum period of use amounts to eight hours. Any further periods of use must be reported by the Lessee and separately paid for.
5. For rough work the equipment must be sufficiently covered and protected. This particularly applies for painting, welding and tree care work. Sandblasting work may not be carried out. The Lessee must bear any costs that arise due to neglected maintenance work, improper operation or complex cleaning of the machine.
6. The rental equipment may only be used within the limits of the currently permitted cage load. The Lessee must use and transport the equipment with the greatest possible care and protection and avoid anything which could lead to excessive stress, wear and tear or damage. In this connection the Lessee must obtain information on restrictions on vertical clearance due to the vehicle superstructures.
7. The Lessor shall have the right to view the rental equipment at any time and, following a prior arrangement with the Lessee, either inspect it itself or have it inspected by a representative. The Lessee must facilitate the inspection for the Lessor in every way.
8. In the case of self-propelled machines, the agreed rental fee includes the equipment costs only, without fuel and operating materials.
9. If a third party asserts rights to the subject of the rental through seizure, attachment or the like, the Lessee must promptly inform the Lessor to that effect.
10. The Lessee must promptly notify the Lessor in the event of malfunctions of the rental equipment or accidents and await its instructions. In the event of theft the police must be called in.

IV. Warranty and liability of the Lessor

1. The Lessor shall make every effort to provide the rental equipment on/at the envisaged date/time. However, if dates/times are not explicitly agreed as fixed dates/times, as a rule any assurances or information provided by the Lessor shall be deemed to be non-binding. In any case, the Lessor shall only be liable for compensation for consequential losses insofar as the date/time cannot be complied with due to intentional or grossly negligent conduct of the Lessor, and even then only up to a maximum limit per business day in the amount of the daily rental fee. Separable parts of the Lessor's performances must be assessed separately with regard to deadlines and time limits.
2. Any complaints regarding the rental equipment must be reported in writing to the Lessor promptly and no later than within three business days. In the case of complaints submitted later, any claims of the Lessee shall be excluded.
3. Otherwise the Lessee may only assert claims for compensation for losses, particularly for compensation for consequential damage, without prejudice to the statutory claims in the absence of guaranteed properties, insofar as:
 - a) the Lessor breaches an obligation due to wilful misconduct or gross negligence;
 - b) due to a culpable breach of key contractual obligations the achievement of the objective of the contract is jeopardised with regard to the losses foreseeable under a typical contract;
 - c) losses due to loss of life or injury to the body or health occur as a result of a negligent breach of obligation by the Lessor or a statutory representative or vicarious agent of the Lessor; or
 - d) the Lessor is liable under the German Product Liability Act (*Produkthaftungsgesetz*) for personal injury or property damage to privately used items.

V. Liability of the Lessee

1. Should it be impossible for the Lessee through its own fault to fulfil its obligation to return the rental equipment under section VIII.1, it shall have to pay compensation for losses.
2. The Lessee shall be exclusively liable for any damage caused with the equipment to third parties by self-drivers. It indemnifies the Lessor against any liability in that respect. In the event of damage caused to third parties with the equipment by the self-driver which is covered under a compulsory liability insurance policy, the Lessee shall accept a deductible of €2,000.00 per claim.
3. In the event of accidents or other damage, as a rule the Lessee shall be liable for all damage caused to the equipment as a result of the accident, as well as for the losses resulting from its malfunction. The Lessor's malfunction losses shall be charged as a flat amount on the basis of the listed prices for one-day rental (the Lessee will explicitly be able to provide proof that losses have not been incurred or are lower than the flat rate), as follows: in the event of a malfunction for up to 25 business days 70% and for further periods 60% of the net listed price for the respective rental equipment.
4. If third parties caused the accident alone or predominantly caused it or partly caused it, the Lessor shall assign to the Lessee its claims against the third party, including any claims under the German Road Traffic Act (*Strassenverkehrsgesetz*) against payment of the losses. If the Lessee initially attempts to obtain payments from third parties which were involved in the accident, this shall not give rise to any obligation of the Lessor to pursue those claims further.
5. In order to cover damage to the equipment and consequential damage the Lessee must take out the supplementary insurance against breakage specified in the price-lists and prospectuses, with a deductible of 10% and for at least €2,000.00 per claim.
6. In any event, besides the agreed deductible the Lessee shall be fully liable, including if it is covered for the insured risk, for any losses resulting from the following causes:
 - a) excessive use and use other than for the intended purpose as breakage;
 - b) a breach of one of the obligations referred to in section III;
 - c) subleasing of the vehicle or its provision to an unauthorised driver, and
 - d) grossly negligent or intentional causing of an accident or damage, particularly damage to superstructures caused by failure to observe the vertical clearance, as well as driving under the influence of alcohol, narcotics or other intoxicants or without a valid driving licence.

7. The Lessee shall be responsible for providing proof that it did not cause the damage in the cases referred to in section 6 a) and b) culpably and in the case referred to in section d) intentionally or due to gross negligence. In any event the Lessee shall be liable for the conduct of its vicarious agents as for its own fault.

8. In the event it holds insurance for its own account, the Lessee hereby assigns its claims under insurance policies taken out by it to the Lessor in order to secure its claims as detailed above, insofar as damage to the equipment and consequential damage are insured. The Lessor accepts that assignment.

9. Claims of the Lessor against the Lessee due to changes in or deterioration of the subject of the rental shall expire by time limitation, notwithstanding the statutory provision, three years from the moment of return.

VI. Offers, prices and charging

1. Offers are subject to confirmation. Oral offers and quotations are non-binding. The agreed prices should be understood as being exclusively for the provision of the equipment ready for operation, subject to the addition of the insurance premium to be calculated. Unless special prices have been explicitly agreed for the time of deployment on the basis of written offers, the Lessor shall have the right to take the price-list valid at the time of deployment as the basis for the settlement. All prices specified should be understood as being subject to the addition of the currently applicable statutory VAT.
2. The journey to and from the place of deployment shall be based on the time required for travel to and from the Lessor's base and shall be invoiced in accordance with the agreed rental rates.
3. If, by order of the Lessee, the Lessor separately handles the task of fencing off and/or obtaining official approvals, these costs shall be additionally charged.
4. If the work with the rental equipment cannot be commenced or continued due to weather conditions, poor ground conditions or defective preparation by the Lessee or third parties, the Lessor shall nevertheless have the right to demand remuneration for the entire rental period. Any downtimes shall be paid for by the Lessee. The remuneration shall be based on the duration of the downtime and the relevant rent.
5. Unless an explicit agreement has been made, all payments shall be due immediately after invoicing strictly net and free of charges.
6. The Lessor shall have the right to demand an appropriate advance payment before providing the rental vehicle or to demand reasonable part payments during the rental period.

7. For the pre-notification of the SEPA direct debits a shortened time limit of one calendar day applies. Our creditor ID is: DE97ZZZ0000369830.

VII. Right of retention of the Lessor

1. In the event that the Lessee fails to meet payment deadlines, the Lessor shall have the right to retain any outstanding performances until outstanding payments have been made. Agreed time limits and deadlines shall be extended accordingly as a result.
2. The Lessor will be able, according to its choice, either make the further provision of equipment conditional on payment in full of the relevant order value or, according to its choice and without giving rise to any claim for compensation of the Lessee, entirely or partially withdraw from the performance and charge as compensation a flat rate of 25% of the order value. The right to provide proof that the losses were higher or lower shall remain unaffected.
3. Any setting off by the Lessee with claims against the Lessor is excluded, unless such counter-claims are undisputed or have been established with legally binding effect. The right of retention may only be exercised by a Lessee which is not a company, and only if its counterclaim is based on the same contractual relationship.

VIII. End of the rental period/return

1. The rental equipment must be returned to the Lessor in accordance with the above provisions, fully functional and in a correct, clean condition appropriate for hand-over and without any damage. The Lessee must notify the Lessor with sufficient advance notice of its intention to return the subject of the rental (notification of availability). In the event that collection by the Lessor by order of the Lessee is agreed the obligation to give notification of availability shall also include reporting the precise location of the subject of the rental. In such a situation, the Lessee's duty to take care of the subject of the rental shall only end when the Lessor takes possession of it. The Lessor shall collect the subject of the rental no later than on the next but one business day after the end of the rental period. The subject of the rental shall only be taken back during the Lessor's business hours, unless a different time of return has been explicitly agreed.
2. If, prior to return, the Lessee identifies circumstances which call into question immediate further use of the rental equipment or damage, it must inform the Lessor to that effect upon its return.
3. The above obligations of the Lessee are key obligations within the framework of the agreed arrangements.
4. The rental period shall end on the day when the subject of the rental with all the parts necessary for its operation arrives at the Lessor's base in a correct and contractually compliant condition, and at the earliest at the end of the agreed rental period. The right of extraordinary termination in accordance with section X.3, remains unaffected.
5. If the return delivery is carried out directly to a new lessee, the rental period shall end on the date of the handover of the subject of the rental to the new lessee.

IX. Breach of the Lessee's maintenance obligation

1. If the subject of the rental is returned in a condition which indicates that the Lessee has failed to fulfil its maintenance obligation, the Lessee shall have to pay as compensation the agreed daily rental fee until the end of the necessary repair work.
2. The Lessee shall be informed of the scope of the defects and damage for which it will be held responsible and given the opportunity to carry out a verification.

X. Termination

1. As a rule, a rental agreement concluded for a fixed rental period may not be terminated by either party.
2. For rental agreements for an indefinite term without a minimum rental period, the notice period for termination amounts to:
 - 1 day if the rental price is agreed per day,
 - 2 days if the rental price is agreed per week, and
 - 1 week if the rental fee is agreed per month.
3. The Lessor shall have the right to terminate the rental agreement by way of extraordinary termination after giving notice without observing a notice period and to collect the rental equipment, if:
 - a) the Lessee is in arrears with the payment of a due amount for longer than 14 calendar days,
 - b) if, after the conclusion of the contract, the Lessor learns of circumstances according to which the creditworthiness of the Lessee is significantly worsened,
 - c) if the Lessee uses the subject of the rental or parts thereof otherwise than for their intended purpose, breaches its maintenance obligation with regard to them or relocates them to a place unknown to the Lessor.

XI. Assignment as security

In order to secure all receivables of the Lessor against the Lessee under this contract / future rental contracts of a similar type, the Lessee assigns to the Lessor the following claim: all receivables from work or service contracts of the Lessee against the respective principal, provided that for the performance of the work or service the respective rental equipment has been used by the Lessee for the performance of the contract. The Lessor accepts that assignment.

XII. Miscellaneous/consumer arbitration under Article 36 of the German Act on Alternative Dispute Resolution in Consumer Matters (Gesetz über die alternative Streitbeteiligung in Verbrauchersachen)

1. Any differing arrangements or additions to the contract must be in writing. This also applies for all future rentals, even if the effectiveness of these provisions is not explicitly pointed out once again when the respective contract is concluded.
2. If one of the above provisions is ineffective, the other provisions of the contract shall not be affected and a provision which in a legally permissible manner comes closest to the intended economic purpose of the ineffective provision shall be deemed to be agreed.
3. The place of performance and exclusive place of jurisdiction for both parties and for all claims, if the Lessee is a registered trader, a legal person under public law or a special fund under public law, is the Lessor's registered office. The contractual relationship is subject to the laws of the Federal Republic of Germany. The Lessor is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.
4. In the event of a dispute only the German version of the rental terms and conditions is legally binding. The lessor takes no responsibility for the English version.