

## General terms and conditions of business for rental

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The following terms and conditions of business apply for the rental of lifting platforms, forklifts, mini cranes, passenger and material lifts, vans/caddy vehicles, other rental machines and accessories (these rented objects are hereinafter referred to jointly as “rental equipment”) by Roggermaier GmbH (hereinafter referred to as “lessor”).

These terms and conditions of business apply exclusively. Differing terms and conditions of the customer (hereinafter referred to as “lessee”) are not recognised by the lessor, unless it has agreed to them in writing. These terms and conditions of business shall also form a part of the contract if the lessor renders the performance to the lessee without reservations in the knowledge of terms and conditions of the lessee being contrary to or differing from these terms and conditions.

These terms and conditions of business also apply for all future transactions between the lessor and lessee. Individual arrangements made with the lessee in an individual case shall take precedence over these rental agreement terms and conditions.

### **I. General rights and obligations of the contracting parties**

1. The lessor undertakes to provide the lessee with the rental equipment for the agreed rental period.
2. The lessee undertakes to use the rental equipment for its intended purpose only and to carefully comply with the relevant accident prevention and occupational safety regulations, the operating instructions, DIN standards and traffic regulations, including with regard to the loading and transportation of the rental equipment. It also undertakes to pay the agreed rent, correctly handle the rental equipment and return it at the end of the rental period. Legally relevant declarations and notices to be issued by the lessee to the lessor after the conclusion of the contract must be in writing in order to be effective.
3. In the event of incorrect orders of rental equipment due to the provision of false information by the lessee, particularly incorrect information on the working height, lateral reach, loads, etc., which are not attributable to culpability of the lessor, the lessor shall have the right to charge the lessee the costs related to the deployment and the lost rental period.
4. Before commissioning and using the rental equipment, the lessee must take note of all the content of all documents provided (operating instructions and maintenance information) and observe that information. If it breaches this obligation, it shall be liable for all resulting losses, including in the absence of culpability, insofar as legally permissible.
5. The lessee shall be responsible for ensuring that the ground, site and other conditions at the place of deployment and on access roads – from the kerb of adjoining public roads, paths and squares – allow correct and safe fulfilment of the order and delivery of the rental equipment. It must, among other things, inform the lessor of any building structures at the place of deployment, such as channels, conduits, underground garages, as well as of possible height/weight restrictions, without being requested to do so, or obtain information in that respect for itself as a self-driver.
6. The lessee shall be responsible for the ground conditions at the place of loading and unloading and at the place of deployment, including within closed buildings, as well as on the access roads, particularly with regard to the ground pressures occurring and any other forces applied by the rental equipment.
7. The provisions of No. 5 and No. 6 shall also apply in the event that the rental equipment is provided to the lessee or delivered at the place of deployment with operating personnel. The plea of contributory negligence remains unaffected by this.

## **II. Conditions of use with operating personnel**

1. If the lessor provides, in accordance with a separate agreement, trained personnel for the duration of the rental for the purposes of operating the rental equipment, the rental equipment may only be operated by those operating personnel. In the event of damage caused by the operating personnel, the lessor shall only be liable if it failed to correctly select the operating personnel. Otherwise the lessee shall bear the liability.
2. The costs for the operating personnel and operating materials are included in the rental price.

## **III. Conditions of use for self-drivers**

1. The lessor shall brief the lessee when the rental equipment is handed over. Before it is put into operation, the lessee must take note of all the content of all provided documents (operating instructions and maintenance information) and comply with them.
2. Only the persons who have been briefed by the lessor shall have the right to operate the rental equipment. Subrental or other provision to third parties by the lessee is prohibited without the prior written consent of the lessor.
3. The lessee shall be responsible for ensuring that rental equipment (particularly self-propelled working platforms) is only operated and driven by authorised persons who hold a relevant permit/valid driving licence. The lessee must secure the rental equipment against theft and unauthorised use. The use or installation of attachments/accessories which have not been provided by the lessor as optional accessories is prohibited. If the rental equipment is transported by a vehicle of the lessee, the lessee shall be responsible for ensuring that it is properly secured in transit and that the permissible towing and load capacities are adhered to.
4. Rental equipment that has not been approved for road use may not be used on public roads, as no corresponding liability insurance exists. Therefore, the lessee is not generally permitted to participate in public road traffic with such rental equipment, unless a case referred to in section V No. 2 sentence 4 applies.
5. The oil and battery acid level in the rental equipment must be checked by the lessee during operation, according to the operating instructions. Any identified leaks must be promptly reported to the lessor. The lessee must take preventive measures to prevent consequential damage resulting from such leaks. The rental equipment is generally rented out for work on business days (Monday to Friday). The daily maximum period of use generally amounts to nine hours. Periods of use in excess of that amount must be reported by the lessee and shall be subject to separate payment.
6. During rough work, the rental equipment must be adequately covered and protected. This particularly applies to painting, welding and tree care work. Sandblasting work with the use of the rental equipment may not be carried out without the written consent of the lessor. The lessee must bear any costs incurred as a result of neglected maintenance work, improper operation or elaborate cleaning of the machine.
7. The rental equipment may only be used within the limits of the currently permitted technical load limits. The lessee must take care of the rental equipment as much as possible when using and transporting it and avoid any action that may lead to excessive strain, wear or damage. In this context, the lessee must, among other things, find out about restrictions on vertical clearance due to the vehicle superstructures.
8. The lessor shall have the right to inspect the rental equipment at any time and, after making a prior arrangement with the lessee, examine it itself or have it examined by a commissioned person. The lessee must facilitate such an examination for the lessor in every way.
9. With regard to machines to be driven by the lessee, the agreed rental price only includes the costs for the machine, excluding fuel and other consumables.
10. If a third party asserts claims to the rental equipment through seizure, attachment or the like, the lessee must promptly notify the lessor to that effect.
11. In the event of malfunctions of the rental equipment or accidents, the lessee must promptly notify the lessor and await its instructions. In the event of theft, the police must be involved.

#### IV. Warranty and liability of the lessor

1. The lessor shall make every effort to provide the rental equipment at the scheduled time. However, if schedules are not explicitly agreed as fixed deadlines, any assurances or information provided by the lessor shall generally be deemed non-binding. The lessor shall in any event only be liable for compensation for consequential losses if a deadline cannot be adhered to due to intentional or grossly negligent conduct on the lessor's part; this liability shall be limited per business day to a maximum of the amount of the daily rent. Separable parts of the lessor's performances must be considered separately with regard to deadlines and time limits.
2. Any complaints regarding the rental equipment must be submitted to the lessor promptly and no later than within three business days. In the case of complaints submitted later, any entitlement of the lessee shall be excluded.
3. The lessee may only assert claims to compensation for losses, particularly compensation for consequential losses, without prejudice to statutory claims in the absence of guaranteed properties, if:
  - a) the lessor commits an intentional or grossly negligent breach of obligation;
  - b) due to a culpable breach of key contractual obligations, the achievement of the objective of the contract is jeopardised, with regard to foreseeable losses under a typical contract;
  - c) losses arise due to loss of life or injury to the body or health that result from 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 objects.

Any other liability of the lessor is excluded.

#### V. Lessee's liability

1. If, through its own fault, it is impossible for the lessee to fulfil its obligation under section VIII 4 to return the rental equipment, it shall have to pay compensation for losses.
2. The lessee shall be exclusively liable for any damage caused to third parties by self-drivers with the rental equipment. It shall indemnify the lessor against any liability in this respect. For damage caused to third parties by self-drivers with the rental equipment that is covered by compulsory liability insurance, the lessee will have to pay an excess of € 2,000.00 per incident. If the rental equipment is a self-propelled machine or a forklift that has not been approved for road use, then it may only be used on public roads at a maximum design speed of 20 km/h. The lessee shall be liable in the event of such use for any resulting damage caused to third parties, and for that purpose shall take out its own corporate liability insurance, as no mandatory insurance exists in this respect under the German Act on Mandatory Insurance for Motor Vehicle Owners (*Gesetz über die Pflichtversicherung für Kraftfahrzeughalter – PfIVG*).
3. In the event of accidents or other damage, the lessee shall generally be liable for all damage to the rental equipment due to the accident, as well as for the losses resulting from its inoperability. The lessor's losses resulting from inoperability of the machine shall be calculated on the basis of the list prices for one-day rental of the rental equipment, at the following lump sums (the lessee shall explicitly be able to provide proof that losses have not been incurred or are lower than the flat rates): for loss of use for up to 25 business days, 70%; for further periods, 60% of the net list price of the respective rental equipment.
4. For the event that third parties are exclusively, mainly or jointly culpable for the accident, the lessor assigns to the lessee its claims against the third party, including any claims under the German Road Traffic Act (*Straßenverkehrsgesetz – StVG*), against payment of the losses. If the lessee attempts to initially obtain payments from third parties involved in the accident, no obligation of the lessor shall arise on that basis to further pursue those claims.
5. To cover the damage to the rental equipment, the lessee must take out the supplementary insurance indicated in the price lists and prospectuses against breakage, with an excess of 10% and at least € 2,000.00 per incident.

6. Even if the insured risk has been covered in accordance with section 5, the lessee shall in any event also be fully liable (in addition to the excess) for losses resulting from:
  - a) excessive use and other as breakage;
  - b) a breach of one of the obligations referred to in section III;
  - c) subletting of the rental equipment or provision to an unauthorised driver, and
  - d) causing an accident or damage through gross negligence or wilful misconduct, particularly damage to superstructures of the rental equipment, as a result of failing to observe vertical clearance or driving under the effects of alcohol, drugs or other intoxicants or without a valid driving licence.
7. The lessee shall be responsible for proving that it did not cause the losses culpably in the cases referred to in section 6 a) and b) or intentionally or due to gross negligence in the case referred to in item d). In any event, the lessee shall be liable for the conduct of its vicarious agents as if for its own culpability.
8. Where it holds its own insurance, the lessee assigns its claims from the insurance policies taken out by it to the lessor to secure the lessor's claims referred to above, insofar as damage to the rental equipment and consequential damage are insured. The lessor accepts that assignment.
9. Claims of the lessor against the lessee due to changes or deterioration of the rental equipment shall expire by time limitation, notwithstanding the provisions of law, three years from the date of return, if the lessee is a company.

## **VI. Offers, prices and invoicing**

1. Offers are subject to confirmation. Verbal offers and cost estimates are non-binding. The agreed prices should be understood as being exclusively for the provision of the rental equipment ready for operation plus the currently payable insurance premium. 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 base the billing on the price list that is valid at the time of deployment. All specified prices should be understood as being subject to the addition of the currently applicable statutory VAT.
2. The journey to and from the site shall be based on the time required to and from the lessor's base and shall be invoiced in accordance with the agreed rental rates.
3. If, on behalf of the lessee, the lessor separately handles the task of fencing off the site and/or obtaining official permits, those costs shall be charged in addition.
4. If, due to weather conditions, poor ground conditions or defective preparation by the lessee or third parties, the work with the rental equipment cannot be commenced or continued, the lessor shall nevertheless have the right to demand remuneration for the entire rental period. The lessee must pay for any downtime. The remuneration in this context shall be based on the relevant rental fee and the duration of the downtime.
5. Unless explicitly agreed, all payments must be made immediately after invoicing, strictly net and free of charges.
6. Before providing the rental equipment, the lessor shall have the right to demand an appropriate advance payment, or appropriate part payments during the lease period.
7. For the pre-notification of SEPA debit notes, a reduced time limit of one calendar day applies. The lessor's creditor ID is: DE97ZZZ00000369830.

## **VII. The lessor's right of retention**

1. In the event that payment deadlines are not adhered to, the lessor shall have the right to retain any outstanding performances until overdue payments have been settled. Agreed time limits and deadlines shall be extended accordingly as a result.
2. The lessor may, at its own discretion, either make the further provision of rental equipment conditional on payment in full of the relevant order value or withdraw from the fulfilment of the order in part or in whole without any claim for compensation of the lessee arising, and may charge as

compensation a lump sum of 25% of the order value. This does not affect its right to provide proof of higher or lower losses.

3. Setting off by the lessee with claims against the lessor is excluded, unless such counterclaims 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. Rental period / return**

1. The term of the rental agreement shall begin on the date of correct acceptance of the rental equipment by the lessee.
2. The rental period shall end at the moment when the rental equipment is fully returned to the lessor at the agreed return location, and at the earliest on the next business day after written notification of availability by the lessee, but no earlier than the end of the rental period agreed in the rental agreement. The right of extraordinary termination in accordance with section X. 3 remains unaffected.
3. The rental equipment must be returned to the lessor in accordance with the above provisions in correct and fully functional condition, cleaned and where applicable fully refuelled (condition as provided), without any damage. The lessee must report to the lessor the intended return delivery of the rental equipment in good time (by no later than 2.00 pm on the last rental day) (notification of availability).  
In the event that collection by the lessor on the lessee's behalf is agreed, the obligation to give notification of availability also includes notification of the precise location of the rental equipment. In this case, the lessee's duty of care only ends upon acceptance by the lessor. In this case, the lessor shall collect the rental equipment no later than the next but one business day from the end of the rental period. The rental equipment shall only be taken back during the lessor's business hours, unless a different time of return has been explicitly agreed.
4. If, before the rental equipment is returned, the lessee learns of circumstances that call immediate further use thereof into question or identifies damage, it must inform the lessor of this upon the return of the rental equipment.
5. The above obligations of the lessee are key obligations within the framework of the arrangements made.
6. If, in consultation with the lessor, the rental equipment is returned directly to a new lessee, the rental period shall end on the date when the rental equipment is handed over to the new lessee.

### **IX. Breach of the lessee's maintenance obligation**

1. If the rental equipment is returned in a condition that indicates that the lessee has failed to fulfil its maintenance obligation, the lessee shall have to make a payment in the amount of the agreed rental fee per day as compensation up until the completion of the necessary repair work.
2. The lessee shall be notified of the scope of the defects and damage for which it is responsible and given the opportunity to verify them.

### **X. Termination**

1. The rental agreement concluded for a definite rental period may not generally be terminated by either party.
2. In the case of 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 price is agreed per month.

3. The lessor shall have the right to terminate the rental agreement by way of extraordinary termination after issuing notice of termination and without observing a notice period, and to collect the rental equipment, if:
  - a) the lessee is late in paying a due amount by more than 14 calendar days,
  - b) after the conclusion of the contract, the lessor learns of circumstances that indicate that the lessee's creditworthiness has significantly deteriorated,
  - c) the lessee uses the rental equipment or parts thereof for a purpose other than the intended one or provides it to a third party without authorisation, breaches its maintenance obligation relating to the rental equipment or transfers the rental equipment to a location which is unknown to the lessor without its consent.

## **XI. Assignment as security**

In order to secure all claims of the lessor against the lessee under this contract and any future rental agreements of a similar type, the lessee, if it is not a consumer, assigns the following claim to the lessor: all claims against the respective client of the lessee under work or service contracts if the respective rental equipment was used by the lessee to perform the work or services in accordance with 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 Streitbeilegung in Verbrauchersachen – VSBG*)**

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 terms and conditions is not explicitly pointed out again on conclusion of the respective contract.
2. Should one of the above provisions be ineffective, the other provisions of the contract shall not be affected and a provision that comes closest in a legally permissible manner to the intended economic purpose of the ineffective provision shall be deemed agreed.
3. If the lessee is a registered trader, a legal entity under public law or a public law special fund, the place of performance and exclusive place of jurisdiction for both parties and for all claims 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 board.

**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.**