

## **General Conditions of Rental of RelineEurope GmbH**

### **§ 1**

#### **Scope of application of the Rental GTC and form**

- (1) Pursuant to the following provisions, these General Terms and Conditions of Rental ("Rental GTC") shall apply to all business relations of RelineEurope GmbH (hereinafter referred to as "RelineEurope") with its customers (hereinafter referred to as "Customer") regarding the rental of movable objects ("Rental Object") by RelineEurope. The Rental GTC shall only apply if the Customer is an entrepreneur (Sec. 14 German Civil Code ("BGB")), a legal entity under public law or a special fund under public law. Insofar as these Rental GTC do not directly alter statutory provisions or exclude their application, the statutory provisions shall complement these Rental GTC.
- (2) These Rental GTC shall also apply to future contracts without RelineEurope having to refer to them again in each individual case. If RelineEurope amends the General Terms and Conditions of Rental and the amended version is provided to the Customer in text form or posted on the website of RelineEurope at [www.relineeurope.com](http://www.relineeurope.com), the amended version last provided or posted at the time of the respective order shall apply to any future contracts.
- (3) These Rental GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and insofar as RelineEurope has expressly agreed to their validity. This requirement of consent shall apply in any case, for instance even if RelineEurope does not object to the Customer's general terms and conditions and/or performs the service with knowledge thereof.
- (4) Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Rental GTC. For the content of such agreements, subject to proof to the contrary, a written contract or the written confirmation of RelineEurope shall be authoritative.
- (5) Legally relevant declarations and notifications of the Customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction of rent) shall be made in writing, unless a stricter form is prescribed by law. Insofar as these Rental GTC or the contract require written form, written or text form (e.g. letter, e-mail, fax) shall suffice for this purpose.

## **§ 2**

### **Conclusion of contract, Rental Object**

- (1) Offers of RelineEurope are subject to change and non-binding and do not constitute an offer to conclude a contract.
- (2) An order placed by the Customer shall constitute a binding offer to conclude of contract. Unless otherwise stated in the order, RelineEurope shall be entitled to accept this offer of contract within two weeks after receipt by RelineEurope.
- (3) The acceptance may be made either in writing (e.g. by order confirmation) or by implication (e.g. by performance or invoicing).
- (4) The Customer's offer shall specify the details of the respective order, in particular the type and scope of the services, remuneration and cost specifications. If the Customer does not determine these details, RelineEurope may determine them itself at its equitable discretion.
- (5) In the absence of an express agreement to the contrary, the Rental Object shall include necessary accessories which are required for the commissioning of the Rental Object, but not consumables.

## **§ 3**

### **Commencement of Lease, Term of Lease and Termination**

- (1) Unless otherwise agreed in the contract, the rental agreement shall commence with the handover of the Rental Object, i.e. usually collection by the Customer or handover by RelineEurope to a transport company, is concluded for an indefinite period of time and may be terminated by either party with a notice period of two (2) weeks to the end of a calendar month. If a return date has been agreed, exceeding or changing the return date requires the written consent of RelineEurope.
- (2) Agreements on the date of commencement of the lease shall only lead to a relative or absolute fixed-time transaction if this has been expressly agreed, so that the failure to hand over the goods on time shall otherwise neither entitle the Customer to withdraw from the contract without setting a reasonable grace period nor lead to the impossibility of performance by RelineEurope.
- (3) In case of an important cause RelineEurope is entitled to terminate the rental agreement without notice. Cause shall exist in particular if (i) insolvency proceedings are opened against the Customer's assets, (ii) the opening of insolvency proceedings is rejected due to insolvency, (iii) the Customer otherwise falls into financial collapse, (iv) the Customer is in default with the payment of the rent or a not insignificant part of the rent for two consecutive dates, or (v) the Customer is in default with the payment of the rent in a period that extends over more than two dates in an amount that reaches the rent for two months.

- (4) Any notice of termination must be at least in text form pursuant to sec. 126b BGB.

#### **§ 4** **Rent and deposit**

- (1) Unless expressly agreed otherwise, the rent shall be due for payment upon conclusion of the contract. If monthly rent payment is agreed, the rent shall be paid in advance by the third calendar day of each month at the latest.
- (2) The rent shall only cover normal wear and tear. The respective applicable value added tax, cleaning, repair, fuel, customs duties, transport costs as well as costs for loading and unloading, shall be added to the agreed rent, if applicable.
- (3) If a deposit has been agreed, it shall be due upon conclusion of the contract and prior to handover.
- (4) In addition to the agreed rent, the Customer undertakes to pay all expenses, fines, fees, duties and taxes (including taxes for the use of public areas) incurred by RelineEurope in connection with the use of the Rental Object by the Customer or third parties.

#### **§ 5** **Handover**

- (1) Unless expressly agreed otherwise, the place of handover of the Rental Object is the registered office of RelineEurope in Rohrbach near Landau in der Pfalz.
- (2) If requested by the Customer or RelineEurope, a handover certificate shall be prepared within the scope of the handover of the Rental Object, in which the handover, the condition of the Rental Object and any defects shall be recorded.
- (3) The Customer is obliged to inspect the Rental Object for any defects immediately after handover. In case of defects already existing at the time of the conclusion of the contract, the Customer may only claim damages if RelineEurope is responsible for the defect. Sec. 11 remains unaffected.

#### **§ 6** **Return**

- (1) The Customer shall return the Rental Object complete, cleaned and in a condition in accordance with the contract.
- (2) Unless expressly agreed otherwise, the place of return of the Rental Object shall be the place of handover. If requested by the Customer or RelineEurope, a handover certificate is to be made upon the return of the Rental Object, in which the return, the condition of the Rental Object and any damage are recorded.

- (3) Even if the day of return is not determined by a date, but only a beginning and a duration of the rental period is agreed, the return has to take place on the day which would result even in case of a delayed handover based on the agreed beginning of the rental period. Notwithstanding this, RelineEurope is also entitled to offer a correspondingly delayed return in the event of a late handover for which RelineEurope is responsible, in order to avert any damage to the Customer.
- (4) In case of late return, the Customer shall pay a contractual penalty in the amount of twice the (calculated) daily rent for each day of delay. Further claims for damages by RelineEurope, in particular due to non-performance or delay in performance, remain unaffected.
- (5) The Rental Object will be checked after the return at RelineEurope or at a company authorized by RelineEurope. If the Customer wants to be present at the inspection, he has to indicate this at the conclusion of the contract or in any case in due time before the return of the Rental Object, so that an appointment for the inspection can be arranged. The results of the inspection are binding for the Customer, even if he does not use the possibility of participation. If it is determined during the inspection that the Rental Object is not clean, RelineEurope is entitled to clean the Rental Object itself or to have it cleaned, each at the expense of the Customer. If, during the inspection, damage and/or a defect is found for which the Customer bears the costs (e.g. in accordance with Sec 7 cl. 3 sentence 2 of these Rental GTC), RelineEurope is entitled to repair the damage and/or the defect of Rental Object itself or to have it repaired, each at the expense of the Customer.

## **§ 7**

### **Notification of defects, maintenance Wear and tear repairs**

- (1) The Customer shall immediately notify RelineEurope in writing of any defects or deficiencies occurring during the rental period and of any need for maintenance, servicing or repair.
- (2) The Customer undertakes to have all repair and maintenance work as well as any repairs and technical modifications carried out exclusively by RelineEurope or by a third party designated by RelineEurope or otherwise in a professional manner after consultation with RelineEurope.
- (3) Defects for which the Customer is not responsible, repairs due to normal wear and tear as well as maintenance and repair work shall be performed or carried out by RelineEurope at its own expense. However, the Customer shall bear the costs for the repair of such damages and defects that have arisen due to improper use or use not in accordance with the contract or due to the Customer's failure to notify RelineEurope immediately in accordance with sec. 7 cl. 1.

## § 8

### Other obligations of the Customer

- (1) The Customer is responsible for the operation of the Rental Object at his own expense and he shall treat the Rental Object with due care and consideration. He is obliged to use the Rental Object only as intended and to observe the relevant accident prevention and occupational safety regulations as well as any instructions for use of the manufacturer or RelineEurope and the specifications of the operating instructions.
- (2) The Customer is obliged to keep the Rental Object in a proper and roadworthy condition and to protect and secure it against harmful weather and unauthorized interference by third parties, in particular by theft, damage and unauthorized use.
- (3) The Customer may not alter, convert or otherwise modify the Rental Object. The Customer may not remove, cover or make unrecognizable any trademarks, signs or other references to the property of RelineEurope.
- (4) The Customer is obligated to immediately notify RelineEurope of any defects he recognizes in the rented item, any damage to the rented item and any loss, theft or destruction of the rented item. Likewise, the Customer must immediately report any seizures, confiscations or other access to the Rental Object by third parties. Furthermore, the Customer is obliged to support RelineEurope at any time in the best possible way in the further processing and clarification of a claim. In the event of theft or damage caused by third parties, the Customer shall also immediately report the matter to the police at the request of RelineEurope.
- (5) If the opening of insolvency proceedings on the assets of the Customer is applied for, insolvency proceedings are opened or the opening of insolvency proceedings is rejected due to a lack of assets, the Customer has to report this immediately.
- (6) The Rental Object may only be used by professionally trained persons. The Customer is obliged to properly instruct all employees, freelancers or other workers who are to transport, maintain, clean, operate or otherwise use the Rental Object prior to commencing their activities. The transfer of the Rental Object to third parties requires the prior written consent of RelineEurope.
- (7) The Customer does not have to insure the Rental Object against machine breakage, since RelineEurope takes out a machine breakage insurance and includes the costs of the insurance in the rent. The liability of the Customer in the amount of the excess of RelineEurope provided for in this insurance remains unaffected. As a rule, it amounts to EUR 1,500.00 per case of damage.
- (8) Upon request of RelineEurope the Customer shall provide RelineEurope at any time with information about the location of the rented item and shall give RelineEurope the opportunity to inspect the rented item itself or to have it inspected by third parties and to have its condition checked in accordance with the contract.

**§ 9**  
**Force majeure**

- (1) "Force Majeure" means the occurrence of an event or circumstance that prevents RelineEurope from performing one or more of its contractual obligations under the contract and which is beyond its reasonable control, could not reasonably have been foreseen at the time of the conclusion of the contract and could not reasonably have been avoided or overcome by RelineEurope.
- (2) In the absence of proof to the contrary, RelineEurope shall be presumed to have suffered force majeure in the following events (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or governmental orders, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic (including COVID-19 pandemic), natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power; (vii) general labor unrest such as boycotts, strikes and lockouts, slowdowns, occupation of factories and buildings.
- (3) RelineEurope shall promptly notify the Customer of a Force Majeure Event and shall then be relieved from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time the impediment makes it impossible for it to perform. If the notification is not made immediately, the release shall take effect from the time the notification is received by the Customer. If the effect of the asserted impediment or event is temporary, the consequences set forth above shall apply for as long as the asserted impediment prevents RelineEurope from performing under the contract. If the duration of the asserted impediment has the effect of substantially depriving the parties of that which they had a right to expect by virtue of the contract, either party shall have the right to terminate the contract by giving notice to the other party within a reasonable time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the hindrance exceeds 90 days.

**§ 10**  
**Consultations, clarifications and information**

- (1) Information provided by RelineEurope regarding the Rental Object (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) shall only serve to individualize the contractual object. They are not binding and are not quality characteristics unless this is expressly agreed.

- (2) Insofar as RelineEurope provides advice, in particular technical advice, or clarification or information to the Customer before or after conclusion of the contract, that RelineEurope is not obliged to provide, RelineEurope shall do so to the best of its knowledge. Unless expressly agreed otherwise, any advice, clarification or information given may not be relied on and may not lead to any obligation or (performance-related) collateral duty.

## **§ 11** **Liability Customer**

- (1) The Customer shall be liable from the handover until the due return of the Rental Object for any damage to the Rental Object, including consequential damage such as transport costs, expert fees, legal costs, loss of rental income as well as pro rata administrative costs, in accordance with the respective statutory provisions, unless it proves that it is not responsible for the damage.
- (2) The Customer shall indemnify RelineEurope against claims asserted by third parties against RelineEurope in connection with the use of the Rental Object by the Customer.

## **§ 12** **Liability for damages**

- (1) RelineEurope' liability for damages or compensation of futile expenses shall be governed by the statutory provisions, whereby the liability for fault - irrespective of the legal grounds - shall be subject to the limitations set forth in the following paragraphs.
- (2) RelineEurope shall only be liable for damages if RelineEurope has caused such damages intentionally or by gross negligence or if RelineEurope has negligently breached a material contractual obligation (cardinal obligation, cf. cl. 3). RelineEurope shall be liable in the event of a breach of material contractual obligations due to simple negligence only for the foreseeable damage typical for the contract at the time of the conclusion of the contract. Liability for damages caused by the breach of non-essential contractual obligations due to simple negligence is excluded. The exclusion of liability and the limitation of liability shall not apply to claims for damages arising from the delay in performance (damage caused by delay) and from warranty, insofar as RelineEurope has fraudulently concealed a defect or has assumed a (quality) guarantee. Furthermore, the exclusion and limitation of liability shall not apply to damages to life, body or health or in other cases of mandatory unlimited liability.
- (3) "Material contractual obligations" in the aforementioned sense are obligations that protect the Customer's legal positions material to the contract, which the contract must grant to the Customer according to its content and purpose; material contractual obligations are also obligations whose fulfilment makes the proper

execution of the contract possible in the first place and on whose fulfilment the Customer has regularly relied and may rely.

- (4) The above liability provisions shall also apply in case of breaches of duty by or in favor of persons whose fault RelineEurope is responsible for according to statutory provisions.

### **§ 13**

#### **Limitation**

- (1) Claims for damages by the Customer (i) under the Product Liability Act, (ii) for damage to life, limb or health and (iii) for damage as a result of intent or gross negligence shall become statute-barred exclusively in accordance with the statutory limitation periods. In all other respects, the statute of limitations for claims by the Customer shall be governed by the statutory provisions, unless otherwise provided below.
- (2) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Customer subject to the regular statutory limitation period (sec. 195 and sec. 199 BGB), which are based on a defect of the goods, unless the application of the regular statutory limitation period would lead to an earlier limitation period in the individual case.

### **§ 14**

#### **Property rights**

- (1) RelineEurope retains ownership and copyright of all offers and cost estimates submitted by RelineEurope as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents, aids and data made available to the Customer. The Customer may not make these items and data accessible to third parties, disclose them, use them itself or through third parties or reproduce them without the express consent of RelineEurope, neither as such nor in terms of content or in extracts.
- (2) Upon RelineEurope's request, the Customer shall return such items in their entirety to RelineEurope and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The Customer undertakes not to remove manufacturer's information, in particular copyright notices, or to change them without the prior consent of RelineEurope.

### **§ 15**

#### **Set-off, right of retention**



The Customer may only offset or derive a right of retention from counterclaims that have been acknowledged by RelineEurope, are undisputed or have been established by a court of law. Furthermore, the Customer shall be entitled to set-off against claims for damages due to defective performance or non-performance, provided they are based on the same contractual relationship, as well as against in a synallagmatic manner linked counterclaims. The Customer's rights to refuse performance shall remain unaffected.

## **§ 16**

### **Choice of law, place of performance and jurisdiction**

- (1) These Rental GTC and the contractual relationship between RelineEurope and the Customer shall be governed by the substantive law of the Federal Republic of Germany, excluding the law on conflicts of law and international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- (2) Place of performance and exclusive — also international — place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of RelineEurope. However, RelineEurope is also entitled in all cases to bring an action at the place of performance of the obligation to perform according to these Rental GTC or a prior individual agreement or at the general place of jurisdiction of the Customer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

## **§ 17**

### **Severability clause**

Insofar as the contract or these Rental GTC contain regulatory gaps, those legally effective provisions shall be deemed to have been agreed to fill these gaps which the contractual partners would have agreed to in accordance with the economic objectives of the contract and the purpose of these Rental GTC if they had known about the regulatory gap.

Version: February 2021