

General Rental Terms and Conditions

(Last revised: May 2024)

1. Definitions and general provisions

Definitions

In these Terms and Conditions, the following terms have the meanings set out below.

"**Business Day**" means a day (not a Saturday, Sunday or public holiday) on which banks are open for business operations in Hamburg;

"**Repair Service**" means the measures to remedy defects in the Goods by the Company for the Lessee as described in clause 10.19-10.21 b;

"**Commissioning Service**" means the commissioning of the Goods by the Company for the Lessee, as described in clause 10.10-10.13 b;

"**Company**" means MUNTERS GmbH, entered in the commercial register of Hamburg Local Court under HRB B6863, with its registered office in Hans-Duncker-Straße 8, 21035 Hamburg;

"**Terms and Conditions**" means these General Rental Terms and Conditions;

"**Pollutants**" means all substances (whether airborne or otherwise) that contaminate, infect, damage or come into contact with the Goods in a manner inconsistent with the intended use of the Goods;

"**Contract**" means the Contract comprising the Offer accepted by the Lessee and the Terms and Conditions between the Company and the Lessee in relation to renting the Goods and/or the provision of Services to the Lessee in accordance with these Terms and Conditions;

"**Delivery**" means the transfer of physical possession of the Goods to the Lessee at the Location or other place specified in the Offer;

"**Documents**" means written Documents, drawings, maps, plans, diagrams, drafts, computer programs, pictures or other images, tapes, disks or other data carriers containing information that the Company makes available to the Lessee;

"**Goods**" means the Goods (including partial deliveries of the Goods or parts of them) that the Company is to make available to the Lessee on a rental basis in accordance with the Contract;

"**Rental Fee**" means the fee payable by the Lessee for renting the Goods;

"**Rental Period**" means the period from the time the Goods have left the Company's warehouse or have been dispatched from another location until they are returned from the Lessee's Location;

"**Lessee**" means the other company indicated in the Offer as the Lessee to whom the Company rents the Goods and/or provides Services;

"**Installation Service**" means the installation of the Goods by the Company for the Lessee as described in clause 10.19-10.8 b;

"**Intellectual Property Rights**" means patents, rights in inventions, copyrights and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to a get-up, rights in goodwill or rights to sue for misrepresenting or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and all other Intellectual Property Rights, whether registered or unregistered, and including all applications (or rights to applications) for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection that subsist or will subsist in any part of the world now or in the future;

"**Location**" means the Location where the Goods are used by the Lessee for their intended purpose;

"**Maintenance Service**" means the ongoing maintenance of the Goods by the Company for the Lessee, as described in clause 10.10-10.18 b;

"**Price**" means the Rental Fee and/or the Price to be paid for the Services;

"**Offer**" means the price offer or other form of quotation made by the Company to the Lessee, including any reference to a specification or other Documents describing and setting out the Goods and/or Services to be supplied or provided by the Company to the Lessee and setting out the Terms and Conditions on which the Goods and/or Services will be supplied and provided; and

"**Services**" means the partial or complete Commissioning Service, Installation Service, Maintenance Service or Repair Service together with other Services provided by the Company to the Lessee in accordance with the Contract.

General provisions

1.1 These Terms and Conditions apply to all business relationships with the Lessee if they are a business (section 14 German Civil Code (*BGB*)), a merchant as defined in the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law.

1.2 These Terms and Conditions apply exclusively; any general terms and conditions of the Lessee that conflict with, supplement, or deviate from these General Terms and Conditions are hereby rejected and do not form part of the Contract, unless the Company expressly agrees to their validity in writing.

2. Entering into the Contract; written form (section 126 German Civil Code (*BGB*)); representation

2.1 The Company's Offers are non-binding and subject to change without notice unless they are expressly marked as binding and indicate a specific deadline by which they must be accepted.

2.2 The Lessee's order is a binding offer to enter into a Contract. Unless otherwise indicated in the Lessee's offer, the Company may accept it within ten (10) Business Days of receipt.

2.3 Acceptance by the Company will be declared in writing (order confirmation). The content of the order confirmation is decisive for the content of the Contract. Any statements or information of legal relevance provided by the Lessee after the Contract has been entered into must be in written form to be valid (e.g. deadlines, reminders, complaints regarding defects). Fax or email, in each case unsigned (text form as defined in section 126b German Civil Code (*BGB*)), are also sufficient to meet the written form requirement.

2.4 Any individually negotiated terms – including those agreed verbally – will always take precedence over these Terms and Conditions (section 305b German Civil Code (*BGB*)). If proof of their content is required, subject to proof to the contrary, any written arrangement, or, if there is no such written arrangement, the written confirmation will be authoritative.

3. Prices

3.1 Unless otherwise stated in the order confirmation, the net prices listed in the Offer apply, plus statutory Value Added Tax.

3.2 The Company reserves the right to adjust the Price to reflect increases in the Company's costs of Goods, materials and labor. The Lessee must be notified of this four (4) weeks in advance. In the event of a price increase, the Lessee is entitled to terminate the Contract with one (1) week's notice to the date on which the price increase comes into effect. Sentences 2 and 3 of clause 5.2 apply accordingly.

3.3 Only the Goods and/or Services expressly listed in the Offer are included in the Price. Other goods or services requested by the Lessee will be delivered/provided to the Lessee at additional cost.

3.4 All of the Company's personnel costs included in the Price for presence at the Location have been calculated on the basis that the activities take place on consecutive Business Days, unless otherwise agreed. Additional costs for additional visits due to circumstances beyond the Company's control will be borne by the Lessee.

3.5 If the Lessee is in default of acceptance, fails to cooperate as required or if the Delivery or transfer of the Goods or provision of the Services by the Company is delayed for other reasons for which the Lessee is responsible, the Company will be entitled to demand compensation for the damage incurred by the Company as a result, including the additional expenses incurred (e.g. storage costs).

3.6 The Company has calculated the Price on the basis that the Lessee has disclosed all Pollutants and other relevant conditions of the operating environment to which the Goods will be exposed at their Location. If these conditions were not disclosed, the Price was calculated on the assumption that the Goods would be operated in an environment consistent with the operating environment described in the user manual. The Company reserves the right to assert against the Lessee any additional costs and damage incurred as a result of the Lessee's failure to disclose the relevant conditions of the operating environment.

4. Terms of payment; due date; rights of retention and set-off; default

4.1 The Company is entitled to carry out a credit check on the Lessee.

4.2 Unless otherwise stated in the Offer, these terms of payment apply for renting the Goods and for the Services. Provided that the Company has established the Lessee's creditworthiness, the Rental Fee for the month in question will be invoiced to the Lessee at the beginning of the relevant billing month. The Lessee is required to pay by standing order if the Company so requests. Notwithstanding the above, the Lessee will be invoiced for the Rental Fee at the end of the Rental Period if the Rental Period is one (1) month or less. These terms of payment apply unless otherwise stated in the Offer. All invoices issued to the Lessee by the Company must be paid within fourteen (14) calendar days of receipt of the invoice. All payments must be made without deductions and in euros (€) by bank transfer to the account specified in the invoice.

4.3 If the Lessee's creditworthiness cannot be established, the Company is entitled to make handover/Delivery of the Goods and the provision of the Services dependent in whole or in part on advance payment by the Lessee. The Company will exercise this right at the latest with the order confirmation (clause 2.3).

4.4 The Lessee is only entitled to set-off or to assert a right of retention if its counterclaim (a) is undisputed by the Company or (b) has been declared final and absolute or (c) in the case of a set-off is in a reciprocal relationship (synallagma) with the claims of the Company against which the Lessee is setting off or, in the case of the assertion of a right of retention, is based on the same contractual relationship as the claim of the Company against which the Lessee is asserting the right of retention.

4.5 The Lessee is automatically in default when the deadline for payment expires. During the period of default, interest will accrue on the Price at the statutory default interest rate. The standard statutory default fee is due as well. The Company reserves the right to assert further losses incurred as a result of default and - in the case of merchants - statutory interest on arrears (sections 352, 353 German Commercial Code (*HGB*)).

5. Term of the rental, termination of the Contract

5.1 The Contract enters into force as soon as the Company accepts the Offer in accordance with clause 2.3 and, unless otherwise agreed, is entered into for an indefinite term from Delivery of the Goods..

5.2 The Company and the Lessee may terminate the Contract with notice of fourteen (14) calendar days. Notice of termination must be in the written form (section 126 German Civil Code (*BGB*)). In the event of termination and without prejudice to any other rights or appellate remedies to which the Company may be entitled, the Lessee must pay the Company without undue delay:

- (i) outstanding amounts of the Rental Fee;
- (ii) the Price for Services already provided by the Company; and
- (iii) the entire remaining amount of the Rental Fee that is due by the end of the notice period specified above.

5.3 If the Lessee terminates the Contract less than fourteen (14) calendar days before the scheduled handover date, the Lessee must pay to the Company as a Rental Fee an amount equal to a Rental Period of thirty (30) calendar days or, if the Rental Period is less than thirty (30) calendar days, the full Rental Fee.

5.4 The Company and the Lessee may terminate the Contract without notice for good cause. Good cause for termination by the Company exists in particular if the Lessee breaches material contractual duties and, despite a written warning from the Company, does not cease the breach of duty or does not remedy the consequences of the breach of duty.

5.5 In the event of termination without notice, the Company has no further obligations under the Contract and, without prejudice to any other appellate remedy available to the Company, any unpaid portion of the Rental Fee and the Price of Services already provided will become immediately due and payable. The Company's consent to possession of the Goods by the Lessee will end with immediate effect. The Company is authorized to take possession of the Goods, regardless of where they are located.

6. Handover/Delivery; inspection of Goods by Lessee

6.1 Unless otherwise agreed, the Company will ship the Goods to the place of destination specified by the Lessee. The Company is entitled to specify the shipping details (including but not limited to the transportation company, shipping route and packaging) at its due discretion. The Lessee bears the shipping costs ex warehouse and the costs of any transport insurance requested by the Lessee, which will only be taken out at the express request of the Lessee. The risk of accidental loss and accidental deterioration of the Goods passes to the Lessee upon receipt by the Lessee of the notification of readiness for shipment or, at the latest, upon handover of the Goods to the forwarding agent, carrier or other person designated to ship them.

6.2 The Lessee is required to unload the Goods delivered by the Company at the Location. The waiting time for unloading the Goods is limited to two (2) hours. The Lessee will be charged separately for any additional waiting time. The Lessee must inspect the Goods for recognizable defects upon Delivery/handover of the Goods. The Company must be notified in writing without undue delay if a defect is discovered upon Delivery/handover, inspection or at any later point in time. In any case, obvious defects must be reported in writing within three (3) Business Days of Delivery/handover and defects that are not recognizable during inspection within the same period after they are discovered. If the Lessee fails to give such notice, the delivered Goods will be deemed to have been delivered on time, installed in good condition, free from any obvious defects or damage and to the Lessee's

satisfaction.

7. Reservation of rights; confidentiality

7.1 The Company reserves all property rights, copyrights and other industrial property rights in all Goods, Documents and materials provided to the Lessee and, insofar as such exist in or arise from the Services (including, but not limited to, all Intellectual Property Rights in Documents). The Lessee is not entitled to use the Company's copyrights or other industrial property rights, except to the extent absolutely necessary for the purpose specified in the Contract. The Lessee is prohibited from examining, testing, reconstructing, disassembling or dismantling the Goods or other Documents and materials (prohibition of reverse engineering).

7.2 The Lessee may not make the aforementioned items or their contents, or Documents and information marked as confidential or recognizable as such, accessible to third parties or its own employees who are not involved, or disclose, exploit, reproduce or modify them. It must treat them as confidential, use them solely for the contractual purposes and at the Company's request return them in full and destroy/erase any copies (including electronic copies), provided it no longer needs them to comply with statutory retention obligations or to perform the Contract. At the Company's request, confirmation must be provided stating that the items have been returned in full or destroyed/deleted and, where such confirmation is not provided, a written statement must be provided stating which items are still required and the reasons why they are still required. The aforementioned confidentiality obligations do not apply if and to the extent that the aforementioned items and their content and Documents and information (i) are generally known or accessible to the public, (ii) the Lessee receives them from third parties without an obligation of confidentiality or (iii) the Lessee develops them independently, i.e. without using or referring to the Company's confidential information.

8. Obligations of Lessee in relation to the Goods; insurance coverage

8.1 The Lessee agrees:

- (i) to store and use the Goods safely and in accordance with their description and the Company's operating instructions. In particular, the Lessee may not provide the rented item to a third party (e.g. by way of subletting) or move it to a place other than the Location without prior written consent;
- (ii) to ensure that the Goods are not operated or used if they are defective or have been damaged or are in a dangerous condition or in a condition that violates statutory provisions;
- (iii) to maintain the Goods in a condition suitable for use in accordance with the Contract at its own expense, to remedy the consequences of wear and tear, ageing, weathering or deterioration and to prevent damage. The Company must be informed without undue delay of any damage, malfunction or defect relating to the Goods;
- (iv) to comply with the provisions of all laws, regulations and articles of association applicable to the use of the Goods by the Lessee and to obtain all necessary permits or other authorizations, orders and conditions required in connection with the operation and use of the Goods;
- (v) not to modify the Goods in any way, or alter, remove, deface or cover any serial numbers or other markings of the Company on the Goods (including the marking indicating that the goods are the property of the Company in accordance with clause 11);
- (vi) where necessary, to keep accurate, complete records of the Goods, their use and operation and, where carried out by a party other than the Company in accordance with clause 9.2, also of their maintenance, repair or replacement. The Lessee will allow the Company to inspect and copy these records at any time;
- (vii) to return the Goods at the end of the Contract in a condition in accordance with the Contract and at an address in Germany specified to the Lessee by the Company or, if agreed, to enable the Company to collect the Goods from the Location.

8.2 The Lessee is liable for all damage to the Goods resulting from failure to observe the care customary in the industry, the recognized rules of technology or improper use of the Goods. If the Goods do not correspond to the contractual condition upon return, the Company's claims, e.g. for compensation for the damage incurred, will be governed by the statutory provisions.

8.3 The Lessee is required:

- (i) to insure the Goods against all usual risks, including total loss. The minimum insurance coverage must be at least equal to the list price of the rented item;
- (ii) to maintain (third-party) liability insurance covering all claims by third parties in relation to the operation of the Goods during the Rental Period. The minimum insurance coverage must be at least equal to the list price of the rented item;
- (iii) and provide the Company with written proof of the insurance policies referred to in (i) and (ii) upon request.

If the Lessee fails to meet its obligations under this clause 8.3, the Company reserves the right to arrange for the insurance coverage at its own discretion. Upon request, the Lessee will bear the costs incurred by the Company in this connection.

9. Obligations of Lessee in relation to the Services

9.1 To enable the Company to provide the agreed Services, the Tenant will provide the Company with all necessary information and Documents in good time and grant the Company all necessary access to the premises on which the Services are to be performed, including suitable safe workstations, site services and facilities (e.g. parking facilities, lifting aids, ladders, access to sanitary facilities for use by the Company's staff), including, but not limited to, supplying electricity and water.

9.2 The Lessee is not permitted to carry out the Services itself or through a third party without the prior written consent of the Company. If the required consent is granted, the Lessee will bear the costs for these Services; these costs will not affect the Rental Fee.

9.3 The Lessee will make all arrangements necessary to enable the Company to provide the Services on site at the agreed time. If the personnel present and those working for and on behalf of the Company are unable to start the Services on site at the agreed time due to a safety or environmental risk, the Company will be entitled to charge the Lessee for the costs incurred.

10. Services

The following provisions also apply with regard to agreed Services:

Installation Service

10.1 Unless otherwise stated in the Offer, the scope of the Installation Service will be based exclusively on the specifications agreed with the Lessee in writing or verbally and, in the absence of such an agreement, on the specifications resulting from the service descriptions published for the specific

service. The fee for the Installation Service is included in the Rental Fee, unless the Offer indicates the Price separately.

10.2 The date on which the Company performs the Installation Service will be specified in the Contract. If the date is to be specified in a notification sent by the Lessee to the Company, the notification must be given in writing at least twenty-one (21) calendar days before the date requested by the Lessee.

10.3 The Installation Service includes a standard one-hour site safety meeting between the Company's commissioning engineer and the Lessee's designated representatives. The Company is entitled to charge additional fees for any meeting that goes beyond this.

10.4 The Installation Service does not include the performance of structural work or the installation of additional equipment, such as cutting away, repairing, painting, electrical work, pipe work and fixtures, insulation, scaffolding, handling of heavy goods, plant installation or rearranging works, other construction work, sound level measurements, determination of the maximum permissible floor load, diamond drilling, building permits, underground measurements or building surveys or the like.

10.5 The Lessee will provide secure areas to store and keep the Company's equipment and tools used to provide the Installation Service.

10.6 The Company has the right to suspend or terminate the Installation Service if Pollutants (including, but not limited to, asbestos) or other hazardous materials are found at the place where the Installation Service is to take place and which, in the Company's judgment, would interfere with performing the Installation Service safely. The Company is not liable for any costs incurred in making the area safe to be able to continue the Installation Service. If the Company incurs costs as a result of the Installation Service being interrupted or discontinued for the reasons set out above (e.g. travel or accommodation costs, or costs arising from staff having to wait), the Lessee will bear the costs actually incurred.

10.7 The Company will make reasonable efforts to amend the work plan if the Lessee requests changes to the Installation Service included in the Offer. The Company will prepare a new Offer reflecting the change in the work plan. In this respect, the provisions of clause 2 apply. If the Company and the Lessee agree on changes to the work plan, the Company will be entitled to charge the additional costs in addition to the Price stated in the Contract if the change means additional time or additional costs for the Company. The Company can refuse to make a change to the work program if an agreement cannot be reached with the Lessee on the additional fee.

10.8 The Company is not responsible for any delay or additional costs caused by any work (for installation or otherwise) carried out on the premises or on the Goods at the Lessee's request before the Company begins the Installation Service unless the Company has given its prior consent to such prior work or it has been carried out in accordance with the documentation supplied with the Goods.

Commissioning Service

10.9 Unless otherwise stated in the Offer, the scope of the Commissioning Service will be based exclusively on the specifications agreed with the Lessee in writing or verbally and, in the absence of such an agreement, on the specifications resulting from the service descriptions published for the specific service. The fee for the Commissioning Service is included in the Rental Fee, unless the Offer indicates the Price separately.

10.10 The date on which the Company performs the Commissioning Service will be specified in the Contract. If the date is to be specified in a notification sent by the Lessee to the Company, the notification must be given in writing at least twenty-one (21) calendar days before the date requested by the Lessee. To avoid any inconvenience, the period agreed for the Commissioning Service will not begin until the Lessee has completely unloaded the Goods and moved them to their intended position.

10.11 The Commissioning Service includes a standard one-hour introduction and site safety meeting between the Company's commissioning engineer and the Lessee's designated representatives. The Company is entitled to charge additional fees for any meeting that goes beyond this.

10.12 The Commissioning Service does not include the performance of structural work or the installation of additional equipment, such as cutting away, repairing, painting, electrical work, pipe work and fixtures, insulation, scaffolding, handling of heavy goods, plant installation or rearranging works or the like.

10.13 If the Lessee cancels a Commissioning Service appointment or the Company is unable to obtain suitable access to perform the Commissioning Service, the Company will charge the Lessee a cancellation fee equal to a percentage of the total price of the Commissioning Service appointment; the fee will be as follows:

- (i) Notification 0 - 24 hours before the appointment: 100 % of the daily rate according to the current price list will be charged;
- (ii) Notification 24 - 48 hours before the appointment: 75 % of the daily rate according to the current price list will be charged;
- (iii) Notification 48 - 72 hours before the appointment: 50 % of the daily rate according to the current price list will be charged;
- (iv) Notification 72 hours or more before the appointment: 0 % will be charged; and

The Company may charge additional fees for special materials for the Commissioning Service at the applicable list prices.

Maintenance Service

10.14 Unless otherwise stated in the Offer, the scope of and period for the Maintenance Service will be based exclusively on the specifications agreed with the Lessee in writing or verbally and, in the absence of such an agreement, on the specifications resulting from the service descriptions published for the specific service.

10.15 The Company will either provide a Maintenance Service either itself or through a contractual partner. The Lessee must make the Goods available to the Company or the contractual partner for maintenance purposes. The Lessee will be informed of this by the Company [or contractual partner] one week in advance.

10.16 The Lessee will not incur any additional charges for the Maintenance Service provided by the Company during normal business hours. If the Lessee is only able to make the Goods available outside normal business hours, the Company reserves the right to charge the Lessee for any additional costs incurred as a result.

10.17 Maintenance Service includes service work booked in advance. However, service work requested by the Lessee for emergencies, in particular in the event of malfunctions of the Goods, are not included; such service work must be requested and paid for separately.

10.18 If the Lessee cancels a Maintenance Service appointment or the Company is unable to obtain suitable access to perform the Maintenance Service, the Company will charge the Lessee a cancellation fee equal to a percentage of the total price of the Maintenance Service appointment; the fee will be as follows:

- (i) Notification 0 - 24 hours before the appointment: 100 % of the daily rate according to the current price list will be charged;
- (ii) Notification 24 - 48 hours before the appointment: 75 % of the daily rate according to the current price list will be charged;

- (iii) Notification 48 - 72 hours before the appointment: 50 % of the daily rate according to the current price list will be charged;
- (iv) Notification 72 hours or more before the appointment: 0 % will be charged; and
- (v) The Company may charge additional fees for special materials for the Maintenance Service at the applicable list prices.

Repair Service

10.19 If a Repair Service is required to remedy damage to the Goods that goes beyond maintaining the Goods in the condition specified in clause 8.1(iii) h, and which arises from the use of the Goods and/or falls within the Lessee's sphere of risk, the Lessee must instruct the Company to carry out call-off services. The Lessee will bear the costs for this. The Price for the required call-off service will be indicated in the Offer to be prepared by the Company.

10.20 If a Repair Service is required for reasons other than those set out in clause 10.19, the Company will, at its discretion and free of charge either (i) repair the Goods or, alternatively, (ii) replace the Goods with Goods of an equivalent value.. Notwithstanding the above, the provisions in clauses 12 and 13 apply.

10.21 If the Lessee cancels a Repair Service or the Company is unable to obtain suitable access to perform the Repair Service, the Company will charge the Lessee a cancellation fee equal to a percentage of the total price of the Repair Service appointment; the fee will be as follows:

- (i) Notification 0 - 24 hours before the appointment: 100 % of the daily rate according to the current price list will be charged;
- (ii) Notification 24 - 48 hours before the appointment: 75 % of the daily rate according to the current price list will be charged;
- (iii) Notification 48 - 72 hours before the appointment: 50 % of the daily rate according to the current price list will be charged;
- (iv) Notification 72 hours or more before the appointment: 0 % will be charged; and
- (v) the Company may charge additional fees for special materials for the call-off service at the applicable list prices, including, but not limited to, stock replenishment and Delivery of the materials.

11. Ownership of the Goods and purchase option

11.1 The rented Goods remain the property of the Company at all times. If the Goods are connected to the land, they are deemed to only be connected to the land for a temporary purpose.

11.2 The Lessee must clearly mark the Goods as the property of the Company so that the Company's ownership is also clearly recognizable to third parties. It must keep the Goods free from all third-party rights.

11.3 If the Lessee is interested in purchasing the Goods, it will inform the Company of this and the Company will prepare a separate Offer for the sale.

12. Warranty

12.1 The Company warrants that the Goods essentially comply with the specifications agreed in writing or verbally or, in the absence of such an agreement, with the specifications resulting from the service descriptions published for the specific Service.

12.2 The Company is not liable (under the warranty set out in these Terms and Conditions nor otherwise) in respect of any defect in the Goods

- (i) arising from drawings, designs, specifications, data or other information provided by the Lessee to the Company or those arising from the failure to provide the Company with all information and Documents required to enable the Company to provide the Services;
- (ii) attributable to Pollutants about which the Company was not informed in writing by the Lessee;
- (iii) resulting from the installation of the Goods if the Company did not carry out the Installation Service;
- (iv) arising from the Lessee's failure to commission, maintain or service the Goods in accordance with the Company's instructions (whether oral or written) or to have the commissioning, maintenance or servicing carried out professionally;
- (v) arising from the Lessee's failure to operate the Goods in accordance with the Company's instructions (whether oral or written) including, but not limited to, instructions relating to the environment in which the Goods are installed and operated and in accordance with the user manual for the Goods;
- (vi) or which are due to intentional damage, negligence, working conditions, misuse or alteration of the Goods by the Lessee without the written consent of the Company.

12.3 Notwithstanding the above, the provisions of clause 13 apply with regard to the warranty for defects in the Goods and the provisions of clause 10 apply with regard to the Repair Service.

13. Liability of the Company

13.1 Strict liability of the Company is excluded.

13.2 The Company's liability to pay compensation on any legal grounds whatsoever, in particular for compensation in lieu of or in addition to performance, for culpa in contrahendo, impossibility, default, defects, tortious acts or other direct or indirect damage, is excluded, except in the following cases:

- (i) the Company has fraudulently concealed a defect;
- (ii) there is damage resulting from injury to life, limb or health due to an intentional or negligent breach of duty by the Company or by a legal representative or vicarious agent of the Company;
- (iii) other damage occurs that is based on an intentionally or grossly negligent breach of duty by the Company or a legal representative or vicarious agent of the Company;
- (iv) the damage is due to the negligent breach of material contractual obligations. Material contractual obligations are those obligations that are essential for proper performance of the Contract and on the fulfillment of which the Lessee normally relies and is entitled to rely. In this case, however, the Company's liability will be limited to damage that is typical for this type of Contract and that was foreseeable at the time the Contract was entered into; or
- (v) the Company is subject to mandatory statutory liability, in particular liability under the German Product Liability Act (*ProdHaftG*).

13.3 Where the Company's liability is excluded or limited, this also applies to the personal liability of the Company's employees, representatives and vicarious agents.

14. Force majeure

The Company will not be liable for impossibility of or delay in performance due to force majeure or other events which were not foreseeable at the time the Contract was entered into and which are beyond its control and for which the Company is not responsible (e.g. operational disruptions, fire, natural disasters, epidemics, pandemics, weather, floods, transport delays, strikes, lawful lockouts, shortages of raw materials, energy or labor, official/sovereign measures). If such an event occurs, the promised or agreed delivery dates will be automatically extended by the duration of the event plus a reasonable start-up period. If the duration of this event is significant, the Company is entitled – without prejudice to any other rights – to rescind the rental contract in whole or in part.

15. Applicable law and jurisdiction

15.1 These Rental Terms and Conditions and the contractual relationship between the Company and the Lessee are governed by the law of the Federal Republic of Germany; private international law does not apply. Any claims of a non-contractual nature in connection with these Rental Terms and Conditions or the contractual relationship are governed exclusively by the law of the Federal Republic of Germany; private international law does not apply.

15.2 The exclusive and international place of jurisdiction for all disputes arising from or in connection with these Rental Terms and Conditions and the contractual relationship is Frankfurt am Main, Germany. However, The Company may take legal action against the Lessee at the Lessee's registered office or at the place of performance. This provision has no effect on mandatory statutory provisions on exclusive places of jurisdiction.

16. Severability clause

16.1 If contractual provisions, including these Terms and Conditions have not in whole or in part become an integral part of the Contract, or are void, invalid or unenforceable this will not affect the validity of the other provisions.

16.2 If provisions of these Terms and Conditions have not become an integral part of the Contract, or are void or invalid, the content of the Contract will be based on the statutory provisions (section 306 (2) German Civil Code (*BGB*)). However, if there are no suitable statutory provisions for this purpose, the Company and the Lessee will agree, subject to the possibility and priority of supplementary interpretation of the Contract, on valid provisions which come as close as possible in economic terms and in terms of their meaning and purpose to the provisions which have not become part of the Contract, or those which are void or invalid. The legal consequence of sentence 2 applies accordingly to contractual provisions which prove to be unenforceable.

16.3 If the Contract, including these Terms and Conditions, proves to be incomplete for reasons other than those mentioned in clause 16.1 g (in particular due to the absence of provisions, e.g. if points that need to be regulated have been overlooked), the Company and the Lessee will agree, subject to the possibility and priority of supplementary interpretation of the Contract, on valid provisions which come as close as possible to the economic objectives of the Contract.