

**General Terms and Conditions of Hire –**  
Huber SE, Industriepark Erasbach A 1, 92334 Berching

**§ 1 General**

- (1) The following terms and conditions of Huber SE (hereinafter referred to as "Lessor") apply to any present or future hire of machines and equipment.
- (2) Any terms and conditions of the Lessee that conflict with or deviate from these terms and conditions shall not be recognised unless the Lessor has expressly agreed to their validity in text form. The Lessor's terms and conditions shall also apply if the delivery/hire to the Lessee is carried out by the Lessor without reservation in the knowledge of conflicting terms and conditions of the Lessee.
- (3) Individual agreements made in individual cases, including collateral agreements and supplements between the Lessor and the Lessee, shall take precedence over these terms and conditions. The content of such agreements shall be governed by a contract in text form or a confirmation by the Lessor in text form. This also applies to a waiver of this text form agreement itself.

**§ 2 Conclusion of contract, start and end of the hire period**

- (1) Enquiries for hire by the Lessee are binding and constitute offers to conclude a hire contract. The hire contract shall only come into effect when a hire contract is signed by both parties, upon written confirmation by the Lessor in response to an enquiry for hire by the Lessee, or when the rental object is handed over by the Lessor.
- (2) The hire period begins on the contractually agreed date and ends on the contractually agreed date.
- (3) Contrary to § 545 BGB (German Civil Code), the hire period shall not be extended if the rental object is not delivered to the Lessor on time and in full or if the Lessor is unable to collect it on time, in particular due to circumstances for which the Lessee is responsible. In such cases, the Lessee must pay the contractually agreed rent for this period until the actual termination of the hire agreement. Any further claims for damages on the part of the Lessor remain unaffected. The provisions of § 5 shall also apply mutatis mutandis within the scope of the obligation to return the property.

### § 3 Rental price, deposit, assignment as security

- (1) The Lessee must pay the agreed rental price in return for the use of the rental object. The rental price agreed between the Lessor and the Lessee shall be decisive. Unless expressly agreed otherwise in individual contracts, the agreed rent is a monthly rent. This must be paid by the Lessee by transfer to the account specified by the Lessor by the third working day of each month at the latest. The obligation to pay the monthly rent shall commence at the start of the hire period, but no later than when the Lessee is able to use the rented property.
- (2) Not included in the monthly rental price are costs for delivery, commissioning, assembly, dismantling and collection, costs for an additionally agreed limitation of liability, costs for operating materials for the rental item, costs for checking the system and any costs for packaging or cleaning the rental item. These costs shall be charged additionally by the Lessor.
- (3) If the parties have agreed on a one-off payment at the beginning of the hire period in addition to the monthly rental payments, the Lessor may demand such a payment from the Lessee after the conclusion of the contract and before the start of the hire period or before the rented object can be used. The Lessor may make his further performance dependent on the payment. If the Lessee does not pay despite a proper request for payment by the Lessor and a further request for payment with a deadline of two weeks, the Lessor is entitled to withdraw from the hire agreement. The Lessor's declaration of cancellation must be made in text form.
- (4) In addition, fines and other third-party costs for which the Lessee is responsible shall be invoiced if these are addressed to the Lessor.
- (5) Unless expressly agreed between the parties in an individual contract, the Lessor shall waive a deposit payment by the Lessee.
- (6) If the Lessee is obliged to pay a deposit under an individual contract, the deposit shall be set by the Lessor in proportion to the specified hire period and the value of the rented object. If the Lessee wishes to extend the contract, the Lessee is obliged to pay the newly determined deposit on the first day of the extension at the latest.
- (7) If the Lessee fails to pay the deposit on time, the Lessor may withdraw from the contract without first issuing a reminder. In this case, the Lessor reserves the right to claim further damages.
- (8) A deposit paid may not be offset by the Lessee as an advance payment on the rent due or as compensation for damages arising from a claim. Upon termination of the hire

agreement, however, the Lessor is entitled to offset the amounts payable by the Lessee (e.g. for rent arrears or compensation for culpable damage to the rented property) against the deposit. The deposit will be refunded once it has been established that the Lessee has fulfilled his payment obligations in full.

- (9) The retention of payments and offsetting against any counterclaims of the Lessee disputed by the Lessor are not permitted. The Lessee also waives the right to assert a right of retention to the return of the rental object due to alleged counterclaims against the Lessor.
- (10) If the Lessee is an entrepreneur, the Lessee assigns to the Lessor its current and future claims against its clients for which the Lessee uses the rental object to secure all current and future claims of the Lessor arising from the respective specific hire agreement. The amount of the assignment shall be limited to 110% of the respective rental price for the rental object. The Lessor accepts this assignment. Upon request, the Lessee must provide the Lessor with a list of the assigned claims, stating the Lessee's client, amount and due date. In the event of good cause, whereby good cause exists in particular in the event of default in payment of the agreed rent by more than 14 days or the opening of insolvency proceedings, and after prior warning and setting a reasonable grace period of at least 1 week, the Lessor shall be entitled to disclose the assignment by way of security to the Lessee's clients and to dispose of or collect the assigned claims. If the assignment by way of security is not sufficient to ensure fulfilment of the Lessor's current and future claims against the Lessee, the Lessor may additionally demand that the Lessee assign goods by way of security up to an amount of 120% of the Lessor's outstanding claims.

#### **§ 4 Handover of the rental object**

- (1) Unless expressly agreed otherwise in the individual contract, the Lessor shall deliver the rented item to the Lessee's destination. Delivery shall be at the expense and risk of the Lessee. Any delivery dates stated in the hire agreement are non-binding. They do not mark the start of the hire period, nor do they constitute an absolute or relative fixed transaction or a calendar-based performance date. Anything to the contrary shall only apply if the parties have expressly agreed this in writing.
- (2) The Lessee must ensure that there is unhindered access to the delivery/installation site and that it has any necessary permits or authorisations in good time before delivery. The Lessee is responsible for the on-site conditions to enable the delivery and removal, assembly and commissioning of the rental object, including any necessary foundations. The Lessee shall bear the risk of the stability of the rental object.

- (3) If the Lessor is in default with the provision of the rental object at the beginning of the rental period, the Lessee may demand compensation if he has demonstrably suffered damage as a result of the default. Notwithstanding § 10, in the event of slight negligence, the compensation to be paid by the Lessor for each working day shall be limited to a maximum of the amount of the daily net rental price. The Lessee may withdraw from the contract after setting a reasonable deadline for the provision of the rented item if the Lessor is still in default at this time. In the event of a delay in handover, the Lessor is entitled to provide the Lessee with a comparable rental item to rectify the damage.
- (4) The Lessee is obliged to inspect the rented item for defects and damage upon handover and to report any defects or damage found immediately in writing or text form.
- (5) If the Lessee is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), claims by the Lessee due to defects recognisable at the time of handover which significantly impair the intended use are excluded if and insofar as the Lessee does not immediately notify the Lessor of these in writing.

## **§ 5 Return of the rented object**

- (1) Unless expressly agreed otherwise in an individual contract, the Lessor shall collect the rented item from the Lessee's place of use at the end of the hire period. Unless otherwise agreed between the parties, collection shall take place on the first working day after the end of the hire period. Collection shall be at the expense and risk of the Lessee.
- (2) If the collection by the Lessor cannot take place on time due to circumstances for which the Lessee is responsible, the Lessee shall pay a lump sum of € 1,000.00 for the resulting downtime until the goods are ready for transport. The Lessee is expressly authorised to prove that no damage or significantly less damage than the lump sum has been incurred.
- (3) The Lessee is obliged to return the rented item to the Lessee in the condition in which it was received at the beginning of the hire period. The Lessee must return the rental object to the Lesser complete, in a clean and operational condition, together with the associated documents and accessories.
- (4) If the Lessee fails to return the rental object after expiry of the hire period, or fails to return it on time, the Lessee will be deemed to be in default of return without the need for a reminder. During the period of default, the Lessee is also liable for coincidence in accordance with § 287 BGB, unless the damage would have occurred even if the service had been rendered on time.

- (5) The Lessee must notify the Lessor of any damage to the rented object in full in text form in accordance with § 7 of these terms and conditions and upon return of the rented object. The rented object shall be thoroughly inspected by the Lessor after return to ensure that it is in the condition stipulated in the contract. Acceptance by a transport person or an authorised third-party provider shall not be deemed an inspection in this sense. If the Lessee wishes to be present during the inspection, he must indicate this when the contract is concluded so that an appointment for the inspection (within 3 working days of return) can be arranged. The result of the inspection will be recorded by the Lessor and any photographs may be taken. Costs resulting from inadequate/insufficient packaging or cleaning will be charged to the Lessee by the Lessor. If damage to the rented object is discovered during the inspection, the Lessee will be informed immediately. In the damage report, the Lessor shall specify a period during which the damaged rented object is to be kept available for the Lessee to inspect and raise objections. After the deadline has expired, the Lessor reserves the right to have the rented object repaired or, if necessary, to procure a replacement and to invoice the Lessee for the necessary costs. If the deadline expires unused, the repair or replacement shall be carried out by the Lessor. Premature return of the rented object by the Lessee shall not release him from the obligation to pay the rent until the end of the agreed rental period.

## **§ 6 Obligations of the Lessee**

- (1) The Lessee must treat the rented property with care and refrain from doing anything that could cause damage to the rented property. In particular, he must
- a) only use the rental object as intended in accordance with the operating instructions and/or instructions provided by the Lessor,
  - b) observe the relevant accident prevention and occupational safety regulations,
  - c) supply the rental object with any necessary operating materials such as the required chemicals, water, electricity and air to a sufficient extent,
  - d) not make any changes (neither visual nor technical) to the rental object without the consent of the Lessor,
  - e) take suitable precautions and protective measures against the effects of the weather and overuse and against access by unauthorised third parties and against theft.

- (2) The Lessee shall be responsible for ensuring that all persons using the rented item on its behalf handle it in accordance with paragraph 1 of this clause, are able to operate the rented item, are qualified to do so and have any (legally) required certificates, qualifications, etc.
- (3) If the Lessee is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), he must carry out the proper and professional inspections and maintenance of the rented item that occur during its rental period at his own expense by a specialised company in accordance with the manufacturer's specifications, unless otherwise agreed in writing between the parties. If the Lessee is a consumer, he must immediately notify the Lessor of any necessary inspection, maintenance and repair work that arises during the rental period and have it carried out by the Lessor. While the repair work is being carried out, the Lessee is still obliged to pay the agreed rent, unless the repair work is due to a defect in the rented property.
- (4) The Lessee is obliged to inform the Lessor immediately in writing of any damage or imminent damage to the rental object, and in the event of imminent danger also verbally. The same applies if a third party assumes a right to the rental object. If the Lessee fails to notify the Lessor, he shall be obliged to compensate the Lessor for the resulting damage. If the Lessor is unable to remedy the situation as a result of the failure to notify the Lessee, the Lessee shall not be entitled to claim a reduction in rent, to demand compensation for damages or expenses or to terminate the rental agreement without notice and without setting a deadline for remedial action.
- (5) The Lessee may not sublet the rental object or pass it on to third parties or grant them any other rights to the rental object without the express authorisation of the Lessor in text form. The assignment of rights under this contract requires the express consent of the Lessor in text form.
- (6) The Lessee undertakes to inform the Lessor immediately in text form, at the latest within 3 days, if third parties assert rights to the rented item by seizure, confiscation or on the basis of other existing or alleged claims or take possession of the rented item. At the same time, the Lessee must inform the third party of the Lessor's ownership of the rental item in text form and provide the Lessor with a copy of this notification. The Lessee shall indemnify the Lessor against any claims made by third parties in connection with the use of the rented property, insofar as the Lessee is at fault. Insofar as he is at fault, the Lessee is obliged to reimburse the Lessor for all costs of recovery and, at the Lessor's request, to pay a reasonable advance for legal costs on a one-off demand. The Lessor is entitled to terminate the contract with the Lessee without notice and to demand the agreed rent as compensation if the Lessee breaches the aforementioned obligations. The Lessor reserves the right to claim further damages in the event of the aforementioned breaches of contract.

- (7) The Lessee undertakes to truthfully inform the Lessor of the respective location or place of use of the rental item in the rental agreement. The use of the rental item outside the Federal Republic of Germany requires the prior written consent of the Lessor.
- (8) The Lessee undertakes to pay all fines and third-party costs incurred by the Lessor during the Lessee's rental period for which the Lessee or a person to whom the Lessee has handed over the rental item is responsible.
- (9) The Lessor shall be entitled to inspect the rental item at any time during the rental period during the Lessee's normal business hours or to have it inspected by a third party authorised by the Lessor in order to check it for defects and damage.
- (10) Notwithstanding the right under paragraph 9 above, the Lessor intends to have a service technician appointed by him inspect the rented item at the place of use every six months to check its condition and functionality. The Lessor shall agree such an inspection date with the Lessee in good time. Unless expressly agreed otherwise, the Lessee shall not incur any additional costs as a result.

## **§ 7 Defects of the rental object**

- (1) The Lessee is obliged to inspect the rental item for defects upon handover and to report any defects found immediately in writing or text form. If the Lessee is an entrepreneur, claims by the Lessee due to defects recognisable at the time of handover, which significantly impair the intended use, are excluded if and insofar as the Lessee does not immediately notify the Lessor of these in writing.
- (2) If a defect becomes apparent in the course of the hire period, the Lessee must notify the Lessor immediately in writing, or verbally if there is a risk of further damage occurring. If the Lessee fails to notify the Lessor, he shall be obliged to compensate the Lessor for the resulting damage. If the Lessor is unable to remedy the situation as a result of the failure to notify the Lessor, the Lessee shall not be entitled to claim a reduction in rent, to demand compensation for damages or expenses or to terminate the hire agreement without notice and without setting a deadline for remedial action.
- (3) The Lessee must give the Lessor the opportunity to remedy the defect at his own expense and at his own discretion by repair or by providing another equivalent rental object.

## **§ 8 Damage and loss**

- (1) In the event of damage, theft or loss of the rental item, the Lessee is obliged to inform the Lesser in writing of the extent, parties involved and course of events immediately after discovery.
- (2) In the event of theft/loss of the rental item, the Lessee is obliged to report the theft to the police immediately after discovery. The Lessee must then submit a copy of the police report to the Lesser.

## **§ 9 Termination**

- (1) A hire agreement that has been entered into for a fixed term cannot be terminated by either party with due notice.
- (2) Either party may terminate the hire agreement without notice for good cause. Good cause exists in particular
  - a) if the Lessee is in arrears with the payment of rent for a period of more than months or
  - b) in the event of a significant or continued breach by the Lessee of his obligations under § 6 of these terms and conditions.

## **§ 10 Liability of the Lessor**

- (1) The Lessor's strict warranty liability for defects existing at the time the hire agreement is concluded is excluded. § Section 536 a (1) BGB shall not apply in this respect.
- (2) The Lessor shall be liable without limitation
  - a) for intent or gross negligence,
  - b) for injury to life, limb or health, and
  - c) in accordance with the mandatory provisions of the Product Liability Act.
- (3) In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the Lessor's liability shall be limited to the amount of damage that is foreseeable and typical for the type of transaction in

question. This limitation of liability also applies to the personal liability of the Lessor's employees, representatives, organs and vicarious agents.

- (4) The above limitations of liability also extend to any vicarious agents and auxiliary persons whom the Lessor uses to fulfil his contractual obligations and for whose actions he is responsible.
- (5) The Lessor shall not be liable beyond this. In particular, the Lessor shall not be liable on the merits for any damage arising as a result of incorrect use of the rental object by the Lessee or changed circumstances in the use of the rental object during the hire period; the Lessor shall not be liable in such cases, in particular if the Lessee does not immediately inform the Lessor of the changed circumstances.

## **§ 11 Liability of the Lessee**

- (1) The Lessee shall be liable to the Lessor during the hire period for damage, loss, destruction and theft of the rental item, insofar as the Lessee is responsible for the damage, loss, destruction or theft. The Lessee shall also be liable for its representatives and vicarious agents, including the operating personnel employed. If the Lessee allows a third party to use the equipment, the Lessee shall be responsible for any fault attributable to the third party during use, even if the Lessor has granted permission to use the equipment.
- (2) If the Lessee is responsible for the damage, loss, destruction or theft of the rental object, he must compensate the Lessor for all damages incurred, such as repair costs, replacement value, consequential damages, e.g. disposal costs or transport costs. In the event of loss or theft, the end date of the hire agreement shall be the date specified as the date of loss in the police report, provided that the Lessee has reported the theft to the police immediately after discovery. However, the hire agreement for other items subject to the same hire agreement shall continue. If a lost rental item is found again, the Lessor may, at his discretion, either repossess it and refund the Lessee the replacement value paid, less any loss in value that may have occurred, or realise the rental item and pay the Lessee the proceeds from realisation less any costs incurred for the realisation. In the latter case, the Lessee shall also be entitled to realise the item himself.
- (3) The Lessee shall be liable for the operating risk arising from the rented item, unless it is attributable to a defect in the rented item.
- (4) The Lessee shall be liable without limitation for all breaches of regulations and other statutory provisions, provided that the Lessor is not at fault.

## § 12 Insurance

- (1) The Lessee is obliged to insure the property at its own expense for the duration of the hire at replacement value (or at the highest possible sum insured for the property) against loss, destruction and damage. To this end, he shall take out, for example, machinery and comprehensive insurance and, for IT systems / IT equipment or equipment consisting mainly of electrical components, electronics insurance. In addition, the Lessee must ensure that there is adequate liability insurance for damage caused by the property.
- (2) The Lessee is obliged to provide evidence that this insurance has been taken out within 14 days of the start of the hire period by presenting the insurance policy or a corresponding confirmation from his insurance company. If he fails to fulfil this obligation or to pay the agreed insurance premium despite a written warning from the Lessor, the Lessor is entitled to take out the relevant insurance at his own expense or to pay the premium instead of the Lessee. The Lessor may demand reimbursement of any payments and costs incurred in this respect from the Lessee.
- (3) The Lessee is authorised and obliged to carry out any necessary claims settlement in his own name and for his own account. The Lessee must be informed immediately of the claim and of the status of the claims settlement.
- (4) The Lessee hereby assigns to the Lessor all rights arising from insurance contracts as well as his claims against damaging third parties and against their insurers. The Lessor accepts this assignment. The Lessor shall offset any compensation payments received against the Lessee's payment obligation or make the payments available to the Lessor to restore the property.
- (5) The Lessee shall be liable for all damage, risks and legal costs that exceed the agreed sum insured and for which insurance or a third party does not cover.

## § 13 Installation, commissioning and dismantling by the Lessor

- (1) Insofar as installation, commissioning and/or dismantling of the rental item by the Lessor are the subject of the contract, the prices quoted for this are based on the assumption that a smooth installation process is guaranteed. If the Lessor incurs additional expenses due to the circumstances listed below, these shall be charged to the Lessee

at the Lessor's then applicable assembly rates, unless the Lessor is responsible for these circumstances:

- a) Overtime;
  - b) Interruption of the installation so that new journeys to and from the site are necessary;
  - c) Interlinking of installations that are not part of the contractor's scope of delivery;
  - d) Construction of foundations and work on the foundations;
  - e) Lack of air and electrical supply;
  - f) Waiting times;
  - g) Work required to be carried out on site / by the Lessee that was not carried out on time or was carried out incorrectly;
  - h) Unprepared construction site;
  - i) If components, machines or furnishings of the rental object cannot be unloaded at the installation site on time and as agreed.
- (2) The Lessee shall provide additional labour (helpers) free of charge if this is necessary for installation and commissioning. Furthermore, the Lessee shall provide the Lessor with all necessary aids (e.g. forklift truck, lifting crane, etc.) required for installation and commissioning at its own expense. The Lessor shall inform the Lessee of the necessary aids in good time.
- (3) The Lessor is authorised to have contractually owed installation and commissioning services carried out by a subcontractor.

## § 14 Installation services

If installation work is owed by the Lessor in connection with the rental item, e.g. as part of delivery and commissioning by the Lessor or collection of the rental item, the following provisions shall apply in addition:

1. The Lessee shall ensure that the installation site is made available to the Lessor's personnel in a clean condition in the event of installation work being carried out.

2. The Lessee shall provide the Lessor's personnel with a lockable room for storing their equipment. Insurance against fire and water damage is the responsibility of the Lessee.
3. The Lessee guarantees that the work on site will not be carried out under dangerous or unhealthy conditions and will take all necessary measures to protect the Lessor's personnel from any safety or health risks.
4. The Lessee further guarantees that the Lessor's personnel will be correctly informed about safety regulations at the location where the work is to be carried out.
5. The Lessee shall draw the Lessor's attention to the statutory, official and other regulations relating to the execution of the work and operation as well as to the prevention of illness and accidents.
6. The Lessee shall take the special measures necessary to protect persons and property at the place of work.
7. The Lessee is obliged to provide assistance at its own expense if this is necessary for the performance of the work, in particular to
  - a) Provision of the necessary suitable auxiliary staff;
  - b) Provision of maintenance personnel and machine operators;
  - c) Carry out all earthworks, construction, bedding and scaffolding work, including the procurement of the necessary building materials;
  - d) Provision of the necessary equipment and heavy tools (e.g. lifting gear, compressors) as well as the necessary commodities and materials (e.g. scaffolding timbers, wedges, underlays, cement, plaster and sealing materials, lubricants, fuels, drive ropes and belts);
  - e) Provision of energy supply, heating, lighting, operating power, water, including the necessary connections;
  - f) Protection of the service site and materials against harmful influences of any kind, cleaning of the installation site.
8. The Lessee's technical assistance must ensure that the work can be started immediately after the arrival of the Lessor's personnel and can be carried out without delay.

9. If the Lessee fails to fulfil his obligations, the Lessor shall be entitled, but not obliged, to carry out the actions incumbent on the Lessee in his place and at his expense after setting a deadline. Otherwise, the legal rights and claims of the Lessor remain unaffected.
10. The Lessee is not authorised to use the Lessor's personnel for non-contractual work without the Lessor's express consent.
11. The Lessee guarantees the proper disposal of the material (components, chemicals, etc.), which must be removed after completion of the work. If the Lessor undertakes the disposal as agreed, the Lessor may charge the Lessee for the associated costs and an appropriate fee.
12. The Lessor is authorised to have contractually owed installation services carried out by a subcontractor selected by the Lessor. The above provisions shall also apply accordingly to the subcontractor.

## **§ 15 Limitation period**

- (1) The Lessor's claims for compensation due to alteration and deterioration of the rented property shall become time-barred after 12 months, beginning with the return of the rented property. If damage to the rented property has been recorded by the police, the Lessor's claims for compensation against the Lessee shall not become due until the Lessor has had the opportunity to inspect the investigation file. The limitation period begins at the latest six months after the return of the rented property. In the event of inspection of the file, the Lessor shall notify the Lessee immediately of the time of inspection.
- (2) Claims by the Lessee for reimbursement of expenses or for permission to remove equipment shall expire 12 months after termination of the hire agreement.
- (3) All other contractual claims for damages by the Lessee shall become time-barred 12 months after the commencement of the statutory limitation period in accordance with Section 199 (1) BGB (German Civil Code), unless the damage is caused by injury to the life, body or health of the Lessee or in cases in which the Lessor, a legal representative or a vicarious agent has caused the damage wilfully or through gross negligence.

## **§ 16 Final provisions, applicable law, place of jurisdiction**

- (1) The place of fulfilment is the registered office of the Lessor.
- (2) If the Lessee is a merchant, a legal entity under private or public law, the exclusive place of jurisdiction for both parties and for all claims shall be the registered office of the Lessor. The Lessor may also bring an action at the general place of jurisdiction of the Lessee.
- (3) The contract concluded between the Lessor and the Lessee shall be governed exclusively by German law.
- (4) Should a provision in these terms and conditions be or become invalid, the validity of the other provisions shall remain unaffected.

**Berching, June 2023**  
**Huber SE**