

## Rental conditions for construction machinery & material handling

### 1. General

The following terms and conditions apply to all rights and obligations of the parties under the rental agreement. Deviations from them are only valid if they have been agreed in writing between the parties to the contract. The rental agreement is subject to the Swiss law.

### 2. Rental object

#### 2.1 Scope

The lessor shall provide the lessee with the equipment specified in the rental agreement together with the operating instructions for use in Swiss customs territory.

#### 2.2 Property

The rented object including all components and accessories remains the property of the lessor during the entire rental period. If the leased object is moved by the lessee to properties or rooms belonging to third parties, the lessee must inform these third parties immediately of the lessor's ownership of the leased object. If the rental object is moved from one building object to another, the lessor must be informed immediately in writing.

#### 2.3 Use

No changes (especially additional installations) may be made to the rental object without the prior written consent of the lessor. The lessor's operating, maintenance, monitoring and servicing instructions as well as instructions regarding proper use and additional load must be strictly observed. The lessee is not authorised to grant rights to the leased object to third parties or to assign rights from the lease contract to them; in particular, subletting or lending on the leased object is prohibited. The leased object may not be taken abroad without the written consent of the lessor.

### 3. Rent

#### 3.1 Basics

The agreed rent for flat-rate rentals is valid for the agreed period of time with a single-shift operation of a maximum of 8 hours per day, excluding Saturday and Sunday, or for the agreed number of assignments. In the case of multi-shift operation or a larger number of deployments, a surcharge shall be payable in addition to the agreed rental fee. For hourly rentals, a minimum of 3 hours per working day will be charged.

The rent is also due for the entire agreed rental period if the normal operating time is not fully utilised or the rental object is returned before the end of the rental period. Loading, transport, packaging and introduction costs are not included in the agreed rent; these are charged separately.

#### 3.2 Due date, delay

The rent is to be paid in advance, for the first time when the goods are ready for dispatch. If the lessee is in arrears with a payment, the lessor may set him a deadline of 30 days for rentals concluded for six months or longer, and 6 days for shorter rentals, with the warning that, if the overdue rent is not paid within this period, the rental agreement shall be dissolved upon expiry of the period. If the lessor declares withdrawal from the contract, the lessee must return the rented object to the lessor immediately, whereby the transport and insurance costs for the return as well as any other associated expenses shall be charged to him. The lessee remains obliged to pay the rent until the end of the agreed rental period; however, the lessor must take into account what she obtains by using the rented object otherwise during the rental period.

### 4. Start of the rent

The rent begins on the contractually agreed day or when the lessee collects the hired object. The risk is transferred to the lessee as soon as the consignment is made available to the carrier, forwarding agent or lessee, depending on whether the consignment is dispatched or collected by the lessee.

### 5. Termination of the rent

#### 5.1 Cancellations

If no fixed term of lease has been agreed, either party is entitled to terminate the lease in compliance with the agreed notice period.

#### 5.2 Resignation

The lessor may declare withdrawal from the contract with immediate effect without prior reminder or setting of a deadline if

- the hired object is at risk due to excessive use or inadequate maintenance and the lessee does not remedy the situation within a reasonable period despite being requested to do so by the lessor
- the rental object is sublet or third parties are granted other rights to it or rights from the rental agreement are assigned to them
- other contractual arrangements have been violated.

If the lessee violates other contractual obligations, the lessor may withdraw from the contract prematurely if the lessee is guilty of violations of duty despite a written reminder. If the lessor declares the withdrawal from the contract, she can take back the rental object at the expense of the lessee. Furthermore, the lessee remains obliged to pay damages.

#### 5.3 Return of the rental object

The lessee shall return the same rented object received from the lessor in a cleaned and usable condition to the lessor's domicile or to another place designated by the lessor which is not further away. The lessee must notify the lessor in writing of the return in advance. The return shipment must be made according to the delivery and

must be provided with a delivery note. The lessee is liable for the rented object until the time it arrives at the lessor. If the rental object does not meet these requirements on return or if it has other defects, the rent shall be extended until the usability or operational readiness is restored or the defects are remedied. Repair and cleaning is at the expense of the lessee. The lessor shall inspect the rented property immediately upon receipt and notify the lessee in writing of any defects within 8 days.

### 6. Freight and loading costs

Unless otherwise contractually agreed, the freight and loading costs for the dispatch of the rental object are to be borne by the lessee at the beginning of the rental period as well as for the return after its completion.

### 7. Obligations of the lessor

The lessor shall hand over the unit of hire in the condition and performance as stipulated in the hire contract. The lessor shall remedy defects in the contractual readiness for use as soon as possible at its own expense. All further claims and any further liability of the lessor for direct or indirect damages of the lessee (such as those arising from the unusability of the leased object and the lessee's claim for third-party damages in connection with the delivery, return and operation of the leased object) are expressly excluded. We reserve the right to claim damages that are caused by the lessor personally and demonstrably grossly negligent or with unlawful intent. If a claim is made against the lessor by a third party as a result of a damaging event and there is joint and several liability, she can take recourse to the lessee for all claims, provided that she is not personally responsible for gross negligence.

### 8. Examination duty of the lessee

The lessee shall inspect the unit of hire immediately upon receipt and notify the lessor in writing of any defects without delay. If the lessor does not receive a notice of defects within 8 working days after the arrival of the rental object at the place of receipt or since the collection of the same, the rental object shall be deemed approved by the lessee. Later complaints will only be accepted if the defects were not recognisable on arrival or collection despite proper inspection and the lessee complains in writing within one week of discovering the defect. Complaints about the rental object do not release the lessee from the obligation to pay the rent on time.

### 9. Maintenance of the rental object

#### 9.1 Maintenance and reporting obligation

The lessee shall treat the unit of hire with all due care, use, operate and maintain it properly in accordance with the operating regulations and instructions issued by the lessor. If, in the opinion of the lessee, the unit of hire does not function properly, the lessee must inform the lessor immediately. Use of the rental property shall be suspended by the lessee until the malfunction has been checked by the lessor and any necessary repairs have been carried out. The guilty party shall bear the costs for the repair. Liability on the part of the lessor for any claims of any other kind is excluded. The lessor shall be entitled to inspect the rented object for its condition or have it inspected at any time by prior agreement with the lessee.

#### 9.2 Repairs and service

Any repairs and maintenance work that becomes necessary during the rental period must be carried out immediately by the lessor. The lessee may only carry out repairs himself or have them carried out by a third party with the lessor's written consent. The lessee shall be liable for all direct or indirect damage resulting from improper repair work carried out by himself or by a third party. The necessary spare parts must be requested from the lessor in any case.

#### 9.3 Costs

Wear parts are at the expense of the lessee. The costs for repairs and spare parts have to be borne by the lessee, unless they are costs for the removal of a defect for which the lessor is responsible and which was notified by the lessee in due time and properly. The repairs caused by normal wear and tear of the rented object as well as the reduction in value resulting from use in accordance with the contract shall be borne by the lessor.

#### 9.4 Liability

The lessee is liable from the time of the transfer of risk until the arrival of the rental object at the lessor or the place designated by the lessor on the occasion of its return for any loss and/or damage to the rental object and the costs incurred in connection therewith, regardless of whether they were caused by his fault or that of his auxiliary persons, by the fault of third parties, by accident or force majeure.

### 10. Insurance

The lessee is obliged to take out all necessary insurance policies for the benefit of the lessor, such as theft, fire, explosion (including engine explosion), natural hazard, transport and machinery breakdown insurance, with effect from the transfer of risk up to and including the return of the leased object. If the lessee is not able to prove that he has taken out the necessary insurance, the lessor is entitled to take out such insurance himself at the lessee's expense. The lessee shall immediately notify the lessor of any damage.

### 11. For both parties, the place of performance and jurisdiction is the domicile of the lessor.