

General Terms and Conditions for the Rental of Construction machines, building machines and industrial machines

1. General - Scope

- 1.1. These General Terms and Conditions of Rental of the lessor apply to all offers and rental agreements for the rental of construction machines, building machines and industrial machines; the terms and conditions of rental of the lessee are expressly contradicted.
- 1.2. These General Terms and Conditions of Rental shall also apply to future contracts for the rental of movable property with the same renter.
- 1.3. Individual agreements made with the Customer in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these General Terms and Conditions of Rental.
- 1.4. Legally relevant declarations and notifications to be made by the Hirer to the Rental Firm after the conclusion of the contract must be in text form in order to be valid.
- 1.5. Unless otherwise stated, all rental agreement offers made by the lessor are non-binding.
- 1.6. The underlying Rental Agreement and these General Terms and Conditions of Rental shall only apply to an entrepreneur, a legal entity under public law or a special fund under public law in accordance with Section 310 (1) sentence 1 of the German Civil Code.

2. General rights and obligations of the lessor and the lessee

- 2.1 The Supplier is committed to renting the Storage Unit to the Customer for the agreed period.
- 2.2 The Customer agrees to use the Unit of Hire solely for its intended purpose. This includes compliance with relevant accident prevention and health and safety at work regulations, as well as road traffic regulations, particularly with regard to the loading and transportation of the Unit of Hire. Additionally, the Customer is responsible for paying the agreed-upon hire charge, using the Unit of Hire properly, and returning it cleaned and with a full tank of fuel at the end of the hire period.
- 2.3 The customer is required to notify the supplier without delay of the current location or place of use of the rental goods and of any intended change of location or place of use.

3. Handover of the rental equipment, default by the lessor

- 3.1 The rental firm shall deliver the rental goods to the hirer in perfect, fully operational and fully fuelled condition, together with the necessary documents.
- 3.2 In the event that the lessor is in default at the commencement of the rental period, the lessee shall be entitled to claim compensation, provided that they can prove that they have suffered damage as a result of the delay. Notwithstanding sub-clause 5.1, in the event of slight negligence, the compensation payable by the

Lessor for each working day shall be limited to a maximum of the daily net rental price. If a reasonable deadline is set and the supplier is still in default at that time, the customer may terminate the agreement.

- 3.3 In the event of default, the supplier shall also be entitled to provide the customer with a functionally equivalent rental item to remedy the damage, if this is reasonable for the customer.

4. Any defects that may be identified upon handover of the rental item.

- 4.1 The tenant is entitled to inspect the rental property in advance of the rental period and to report any defects. The tenant is responsible for the costs associated with the examination.
- 4.2 Any defects that are apparent upon delivery and which have a significant impact on the intended use must be reported to the landlord in text form immediately after inspection. Any other defects that are already present upon delivery must be reported in text form immediately upon discovery.
- 4.3 The landlord is required to rectify any defects reported at the time of rental in a timely manner, at their own expense. At the landlord's discretion, he may also require the tenant to carry out the removal, with the landlord bearing the necessary costs. Furthermore, the landlord is entitled to provide the tenant with a rental item that is functionally equivalent if this is reasonable for the tenant. In the event of significant damage to the rental property, the tenant's obligation to pay is postponed until the property is no longer fit for use in accordance with the contract. During the period in which the property is deemed to be below the agreed standard, the tenant is only required to pay an appropriately reduced rent. Any minor reduction in fitness is not taken into account.
- 4.4 If the landlord allows a reasonable grace period set for him to rectify a defect existing at the time of rental to expire without success due to his own fault, the tenant is entitled to terminate the contract. The tenant's right of termination also exists in other cases where the landlord fails to remedy a defect that existed during the rental.

5. Limitation of liability of the landlord

- 5.1 Any further claims for damages against the landlord, in particular compensation for damage that did not occur to the rental property itself, can only be asserted by the tenant. This is in the following circumstances:
- an intentional breach of duty by the landlord;
 - a grossly negligent breach of duty by the landlord or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the landlord;
 - the culpable violation of essential contractual obligations to the extent that the If the purpose of the contract is jeopardised due to foreseeable damage typical of the contract,
 - if damage results from injury to life, body or health based on a negligent breach of duty by the landlord or an intentional or negligent breach of duty by a legal representative or vicarious agent of the landlord,
 - if the landlord is liable under the Product Liability Act for personal injury or property damage to privately used items

Furthermore, we would like to inform you that we cannot accept liability for any damages incurred.

- 5.2 If, due to the landlord's fault, the rental item cannot be used by the tenant in accordance with the contract, this is also covered by the aforementioned provisions. This applies to any failure or incorrect execution of suggestions and advice given before or after the conclusion of the contract. In addition, the tenant is obliged to comply with any further instructions for the operation and maintenance of the rental item, as set out in Sections 4.3 and 4.4, as well as Section 5.1. Any further claims by the tenant are excluded.

6. Rental price and payment, assignment to secure the rental debt

- 6.1 The rent is calculated based on a maximum of eight hours of work per day. All invoices are based on a five-day working week (Monday to Friday). Any work carried out at the weekend, additional working hours or difficult assignments must be reported to the landlord in text form and will be subject to an additional charge.
- 6.2 Unless otherwise stated, all prices are exclusive of VAT.
- 6.3 The landlord is entitled to request a fair advance payment of the rental price from the tenant at any time.
- 6.4 The tenant may only withhold payments or offset them against counterclaims to the extent that the counterclaims are undisputed, legally established, or ready for decision in a pending proceeding.
- 6.5 Any amounts due will be included in the current account with regard to a retention of title agreed for deliveries between the contractual partners.
- 6.6 The landlord is entitled to request an appropriate non-interest-bearing deposit from the tenant as security at any time.
- 6.7 The tenant assigns any claims against their client, on whose behalf the rental item is used, to the landlord in the amount of the agreed rental price, less the deposit received. The landlord accepts the assignment.
- 6.8 The landlord agrees to release the securities to which the landlord is entitled at the tenant's request if the value exceeds the secured claims by more than 20%.

7. Dormant clause

- 7.1 In the event that the work at the premises for which the device is rented is suspended due to circumstances for which neither the renter nor their client are responsible (e.g. frost, floods, strikes, civil unrest, war events, official orders), then from the 11th calendar day this time is considered as idle time.
- 7.2 The agreed rental period shall be extended by the idle time.
- 7.3 The tenant is required to pay the agreed percentage of the agreed monthly rent for the idle period, based on a daily shift time of 8 hours. Unless otherwise agreed, the percentage of 75% applies.
- 7.4 The tenant is required to immediately notify the landlord in writing of both the cessation of work and its resumption. Upon request, the tenant must provide evidence of the idle time with documents.

8. Tenant's maintenance obligation

8.1 The tenant is obliged to:

- a) protect the rental item from overuse in every way;
- b) carry out the proper and professional maintenance and care of the rental item at their own expense;
- c) announce necessary inspection and repair work in good time and have it carried out immediately by the landlord. In the event that the tenant and their assistants can demonstrate that they have exercised due care, the landlord shall bear the associated costs.
- d) To comply with all relevant regulations and technical standards pertaining to the use of the rental item.

8.2 The landlord is entitled to inspect the rental property at any time, with prior agreement from the tenant. The landlord or their agent may conduct the inspection, and the tenant is obliged to facilitate this process. The landlord is responsible for the costs associated with the inspection.

9. Liability of the tenant when renting with operating personnel

In the event that the rental item is rented with operating personnel, said personnel may only be used to operate the rental item and not for other work. In the event of damage caused by the operating personnel, the landlord is only liable if he has not properly selected the operating personnel. Otherwise, the tenant bears liability.

10. Termination of the rental period and return delivery of the rental item

10.1 It is the tenant's responsibility to inform the landlord in advance of the intended return of the rental item, in accordance with the specified notice periods (see point 13.1c). Please refer to the clearance report.

The rental agreement will be considered terminated when the tenant provides written notice of cancellation via email to miete@forkpro.de. In the event of a dispute, only this written cancellation, issued in accordance with the terms of this agreement, shall be considered as the legal basis.

10.2 In the event that the agreed rental period is exceeded, the tenant shall be liable for the daily rent at the agreed rate for each calendar day in excess of the agreed rental period.

10.3 The rental period will conclude on the day that the rental item, complete with all necessary components for its initial setup, arrives at the designated storage location or agreed-upon destination in a satisfactory and contractual condition. However, this will be no later than the end of the agreed rental period.

10.4 The renter is required to return the rental item in an operational, fully fuelled and cleaned condition, or to have it ready for collection.

10.5 The return delivery must be made in a timely manner during the landlord's normal business hours, allowing the landlord to inspect the rental item on that day.

11. Breach of maintenance obligation

- 11.1 In the event that the rental item is returned in a condition that demonstrates the tenant has not fulfilled their maintenance obligations as set out in Section 8, the tenant shall be liable for the rental price as compensation until such time as the repair work that was not carried out in violation of the contract is completed.
- 11.2 The landlord must inform the tenant of the extent of the defects and damage for which the tenant is responsible, and must allow the tenant to check this information. The landlord is required to pay the tenant an estimated amount of the costs associated with the repair work required to remediate the defects and damage, if possible, prior to the commencement of the repair work.
- 11.3 The landlord will be deemed to have acknowledged the proper return delivery of the rental item if any noticeable defects, as defined in Section 10.4, are not reported immediately and, in all other cases, within 45 days of the item's arrival at the destination.

12. Further obligations of the tenant

- 12.1 The tenant is not permitted to transfer the rental item to a third party or assign any rights from this contract or grant any rights of any kind to the rental item without the landlord's prior written consent.
- 12.2 In the event that a third party attempts to claim rights to the rented item through confiscation, seizure, or similar means, the tenant is required to immediately notify the landlord in text form and verbally, and to inform the third party of this immediately by providing a verifiable notification in text form.
- 12.3 It is the tenant's responsibility to take all necessary precautions to safeguard the rental item from theft.
- 12.4 In the event of an accident, the tenant is required to inform the landlord, assess the damage, and await further instructions. In the event of a traffic accident and if criminal offences are suspected (e.g. theft, damage to property), the police must be called in.
- 12.5 If the tenant is found to have culpably violated the above provisions under 12.1 to 12.4, he is obliged to compensate the landlord for any damage that arises as a result.

13. Termination

- 13.1 a) It is not generally possible for either contracting party to terminate a rental agreement concluded for a specific rental period before the end of the agreed period.
- b) The same applies to the minimum rental period within the framework of a rental agreement concluded for an indefinite period. Once the minimum rental period has expired, the tenant is entitled to terminate the rental agreement for an indefinite period with one day's notice.
- c) For rental agreements for an indefinite period without a minimum rental period, the notice period is:
- one day if the rental price is per day;
 - two days if the rental price is per week;
 - one week if the rental price is per month.

- 13.2 The landlord is entitled to terminate the rental agreement with immediate effect, without observing a notice period, should the circumstances require it.
- a) in the event of late payment by the tenant;
 - b) if after conclusion of the contract it becomes apparent to the landlord that the right to rent payment is at risk due to the tenant's inability to pay;
 - c) if the tenant does not use the rental item or a part of it as intended without the landlord's consent or moves it to another location outside the Federal Republic of Germany without the landlord's prior written consent;
 - d) in cases of violations of Section 8.1 and Section 12.1.
- 13.3 In the event that the landlord exercises their right of termination in accordance with Section 13.2, the legal consequences set forth in the relevant legislation shall apply. In such instances, the provisions set forth in Numbers 10 and 11 shall be applicable.
- 13.4 The tenant shall have the right to terminate the rental agreement, without prejudice to the landlord's right of termination, in the event that the tenant is unable to utilise the rental property on a long-term basis as a result of circumstances for which the landlord is responsible.

14. Loss of the rental property

In the event that the tenant is at fault or is unable to comply with their obligation to return the rented item in accordance with Section 10.3 for technically compelling reasons, they are obliged to pay compensation.

15. Applicable Law and Place of Jurisdiction

- 15.1 The law of the Federal Republic of Germany shall exclusively apply to all legal relationships between the landlord and the tenant.
- 15.2 All services arising from or in connection with the contract shall be performed at the landlord's place of business or the headquarters of its branch that concluded the contract.
- 15.3 In the event that the tenant is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the landlord's place of business or, at the landlord's discretion, the location of the landlord's branch that concluded the contract. Furthermore, the landlord has the option of appealing to the court responsible for the tenant.