**General Terms and Conditions for Rental**

**of Gustav Seeland GmbH (hereinafter referred to as “Seeland”)**

The following General Terms and Conditions for Rental (hereinafter referred to as “GTC Rental”) are based on the “General Terms and Conditions for Rental of Working Platforms and Industrial Trucks (AGB-BSK Bühne + Stapler)” recommended by the Federal Specialist Group for Heavy Transport and Crane Work (BSK), as of 2014.

**1. Scope**

1.1 The rental of working platforms (platforms) and industrial trucks (forklifts, telescopic forklifts, etc.) shall be subject exclusively to the following General Terms and Conditions for Rental. Any contrary or different terms and conditions of the renter are expressly rejected. In the case of continuous business relations with companies, the one-time express reference to these GTC Rental shall also suffice for future contractual relations.

* 1. These GTC Rental do not apply to the rental of lifting gear and transport aids within the meaning of the General Terms and Conditions of the Federal Specialist Group for Heavy Transport and Crane Work (AGB-BSK Kran und Transporte 2019).

1.3 These GTC Rental apply to consumers as well as to entrepreneurs, legal entities under public law and special funds under public law, unless a distinction is made in the respective clause. Clauses that apply to entrepreneurs also apply to legal entities under public law and special funds under public law.

**2. Conclusion of contract, rental price, deposit**

2.1 A contract is only concluded by written order confirmation.

* 1. The prices indicated in the order confirmation are binding. The rental fee is solely the cost of the equipment without operating personnel - except in the cases listed in clause 4 - and fuel or energy costs. The indicated rental prices refer exclusively to a maximum daily usage duration of nine hours per calendar day, unless otherwise expressly agreed. Two-shift or multi-shift operation is only permitted after prior communication with Seeland and their written approval.

**3. General conditions of use**

3.1 Seeland is required to provide the renter with an operationally and roadworthy rental object for the contractually agreed purpose for the time specified in the rental contract, which has been inspected by TÜV and in accordance with section 10 of the German Ordinance on Industrial Safety and Health (BetrSichV).

3.2 The renter - excluding consumers - is responsible for ensuring that the desired rental object is suitable for the use for which it is intended. Seeland will provide working diagrams, load curves and other technical data of the individual rental units for the suitability test upon request.

3.3 However, the renter is not entitled to a specific rental unit without a separate agreement. Seeland is entitled to select a technically equivalent and at least equally suitable rental equipment for the renter's application requirements at any time.

3.4 The renter shall be solely liable for the smooth progress of the work they intend to carry out, unrestricted access to land and premises, all necessary official permits and fencing measures, as well as for the hazard-free use of the rental object with regard to ground conditions, the environment and other operational risks. The renter has the obligation to inform Seeland without prompting of buildings and obstacles in the area of use, such as underground channels, pipelines, shafts, drains, underground garages, as well as any weight restrictions of road constructions, etc., or, as a self-driver, to inform themselves of these independently before commencing work.

3.5 In case of non-punctual use of the rental object, which is not the fault of Seeland, the renter is not entitled to claim damages. The same shall apply if the rental object fails during the period of use through no fault of its own despite prior checking of its functionality. If the rental object cannot be used due to bad weather or other reasons for which Seeland is not responsible, the downtime shall be borne by the renter, unless otherwise agreed by contract.

3.6 Working platforms may only be used as personnel lifting devices within the framework of the respective permissible on-board load. Working platforms are not permitted for pulling loads or lines or similar. Therefore, such work is strictly prohibited. Lifting platforms with specially approved powerlift systems for simultaneous load transport are excluded from this. Industrial trucks must not be used to transport people unless they are specifically approved and prepared for this purpose.

**4. Operating conditions with skilled operators**

4.1 In the case of rental with operating personnel, Seeland shall provide a trained and qualified operating specialist along with the rental object. Rental equipment that is rented with qualified personnel may only be operated by such personnel.

4.2 For the duration of the rental, the operating personnel shall work exclusively for the renter and on the renter's instructions within the framework of a contract for the provision of services. Seeland shall therefore only be liable for the operating personnel provided in accordance with the principles of selection fault.

4.3 Delivery and removal of the rental equipment, insofar as they are carried out by Seeland as agreed, shall apply exclusively to/from the construction site, insofar as it is accessible with the towing vehicle. The agreed transport price does not include, in particular, the setting up and rigging of the working platform on the construction site, in backyards, rooms, etc.

4.4 Transport of self-driven rental equipment beyond the construction site is carried out exclusively by Seeland.

**5. Operating conditions for self-drivers**

5.1 The rental of self-driven equipment shall only take place on the condition that the renter or their operating personnel is at least 18 years of age and complies with the relevant occupational health and safety and operational safety and accident prevention regulations.

5.2 The renter undertakes to use the rental object in a careful manner, to protect it from overuse and to observe all legal provisions associated with the possession or use of the rental object and the equipment, in particular the relevant operational safety and accident prevention regulations. When carrying out rough work, the rental object must be adequately covered and protected from dirt. This applies in particular to painting, welding and cleaning work with acids. It is prohibited to use the rental object near painting and sandblasting work or when exposed to extreme heat or cold.

5.3 Subletting or passing on the rental object to third parties without written approval is prohibited. Furthermore, the renter is not entitled to move the rental object to a location other than the place of use designated in the rental contract.

5.4 The renter is obliged to check the operating materials as well as the water level of the battery daily and, if necessary, to refill them free of charge. The renter shall be liable for any damage caused by a lack of operating materials.

**6. Payment terms**

6.1 The rent shall be payable from the time of departure of the rental object from the Seeland depot until its return there. The transport of the rental object from the depot to the place of use and back - if carried out by Seeland - will be charged according to the actual time spent at the agreed rental rate or at agreed flat rates. The basis for invoicing is the order confirmation and the rental rates or hourly rates stated therein. Each rental day or part thereof will be charged in full.

6.2 The agreed rental fee is payable net without any deductions upon receipt of the invoice. If the renter does not settle an invoice within a payment period specified by Seeland, the renter shall be in default of payment without a reminder.

6.3 Seeland is entitled to demand a reasonable advance payment prior to the provision of the rental equipment or reasonable down payments during the rental period.

6.4 If the renter fails to meet the payment obligations arising from the rental contract or if damage to the rental object is to be feared, Seeland has the right - subject to the rights of third parties - to access the rental equipment and to take possession of the rental equipment by way of self-help.

6.5 Seeland shall also be entitled to withhold any outstanding services until payments in arrears have been effected. At its own discretion, Seeland may either make the further provision of rental equipment dependent on the full payment of the corresponding order value or - without any claim for compensation on the part of the renter - withdraw from the fulfilment in whole or in part.

6.6 The renter shall only be entitled to rights of set-off and retention if their counterclaims have been legally established or are undisputed.

**7. Warranty**

7.1 The renter shall immediately notify Seeland of any defect or malfunction of the rental object during use and, if necessary, immediately shut down the rental object. Timely dispatch of the notice of defect shall be sufficient to comply with the time limit.

7.2 Seeland shall be obliged to remedy any reported damage or operational disruptions to the rental object within the shortest possible time and in accordance with technical and organisational possibilities, provided that Seeland is responsible for them.

7.3 If the notice of defect is not given immediately, all warranty rights of the renter shall expire.

**8. Liability; insurance**

8.1 From the time of handover, the rented object is under the care of the renter. The renter shall bear all damages caused by the use of the equipment. The responsibility for the risk ends for the renter only with the proper return of the equipment and signing of the return protocol. By accepting the rental object, the renter takes over the entire operating risk for the duration of the rental relationship and, in particular, warrants that the ground conditions at the place of use make it possible to use the rental object without any danger. The renter indemnifies Seeland in this respect from claims of third parties in the internal relationship. This shall also apply in the event of a claim against Seeland under the Environmental Damage Act (USchadG), or other comparable public law, national or international regulations, provided that Seeland has not caused the damage intentionally or by gross negligence.

8.2 Unless otherwise agreed, Seeland shall take out a machinery and hull insurance policy through which the renter's interest in property use is also insured and the renter is included in the insurance cover of the machinery and hull insurance policy. However, the deductible per case of damage as stipulated in the contract shall be borne by the renter in any case.

8.3 In all other cases, the renter shall be liable for all damage caused to the rental object by them or their operating personnel, as well as for all downtimes resulting therefrom. The repair and breakdown costs will be charged to the renter in case of doubt on the basis of an expert opinion by a sworn appraiser.

8.4 The renter is liable in any case and to the full extent for all damages arising from the use of the rental object from the following causes, whereby the recourse of the machinery and hull insurer is permissible:

a) any grossly negligent or intentional causing of an accident or damage to the rented object;

b) damage to structures caused by failure to observe the clearance height;

c) damage caused by non-observance of the safety and operating conditions or unsuitable anti-theft devices;

d) unauthorised subletting of the rental object, transfer to unauthorised persons;

e) in all other cases in which, according to the contract, there is no cover by the machinery and hull insurer.

8.5 The machinery and hull insurance taken out by Seeland (clause 8.2) does not include liability insurance for the operating risks of the renter. In the case of rental equipment subject to authorisation, liability insurance cover shall only apply within the framework of the statutory compulsory liability insurance with the prescribed minimum sums insured. Therefore, the renter is strongly advised to extend the insurance coverage of their business liability insurance for the rented equipment for the duration of the rental period.

8.6 Claims for damages against Seeland may only be asserted by the renter - irrespective of the legal grounds -

a) in the event of intent or gross negligence;

b) in the event of culpable injury to life, limb or health;

c) in the event of defects which Seeland has fraudulently concealed or the absence of which Seeland has guaranteed;

d) insofar as liability exists under the Product Liability Act for personal injury and property damage to privately used objects.

If Seeland culpably breaches essential contractual obligations, Seeland shall also be liable in the event of slight negligence, but limited to the damage typical for the contract and reasonably foreseeable. Further claims are excluded.

**9. Further obligations of the renter**

9.1 An assignment of any claims of the renter, be it for performance, for any kind of warranty or otherwise for damages, is excluded.

9.2 Should a third party assert rights to the rental object through seizure, attachment or the like, the renter is obliged to notify Seeland immediately in text form and to inform the third party of Seeland's ownership rights in text form.

9.3 The renter shall take appropriate measures to secure the rented object against theft.

9.4 The renter must inform Seeland of all accidents and - except in case of imminent danger - await Seeland's instructions. In case of traffic accidents and theft, the police must be contacted.

9.5 If the renter culpably breaches the above provisions (clauses 9.1 to 9.4), the renter shall be obliged to compensate all damages incurred by Seeland as a result, insofar as a statutory compulsory insurance does not cover this.

**10. Termination of the rental contract**

10.1 Seeland is entitled to terminate the rental contract without notice,

a) if the renter is in default of payment for more than 14 calendar days after a written reminder or if a cheque or bill of exchange given by the renter is protested;

b) if it only becomes apparent after conclusion of the contract that the claim to payment of rent is at risk due to the renter's inability to pay;

c) if the renter, without Seeland's consent, does not use the rental object or a part thereof as intended or moves it to another location or leaves it to unauthorised third parties;

d) if the renter culpably breaches clause 5.2 or clauses 9.1 to 9.4.

10.2 The renter may terminate the rental contract without notice if the use of the rental object is not possible for reasons for which Seeland is responsible.

**11. Return**

11.1 The renter shall be obliged to return the rental object to Seeland at the end of the rental period at the agreed location in the same condition as it was taken over, with the exception of the usual wear and tear of the rental object due to use in accordance with the contract.

11.2 Unless otherwise agreed, the rental object shall be returned during Seeland's business hours in good time so that Seeland is able to check the rental object for functionality and damage on the same day. The return of the rental object outside regular business hours or unannounced depositing at the Seeland depot shall be at the expense and risk of the renter. The renter shall bear the duty of care until Seeland takes back the rental object.

**12. Final provisions**

12.1 German rental law shall be deemed to have been agreed for the rental contracts of the contracting parties, even if the place of use of the rental object or the registered office of the renter is abroad.

12.2 The exclusive place of jurisdiction for all disputes arising from the contractual relationship, including claims arising from bills of exchange and cheques, shall be the court with jurisdiction for the registered office of Seeland if the renter is an entrepreneur, a legal entity under public law or a special fund under public law. However, Seeland shall be entitled to bring an action at the principal place of business of the renter.