

# General Terms and Conditions of Hire



## 1. General

These Terms and Conditions also apply to future business transactions between the contracting parties. These General Terms and Conditions of Hire apply exclusively. The customer's General Terms and Conditions of Business are only valid to the extent that the supplier has expressly approved the same in writing.

## 2. Hire period

The hire period is calculated based on full calendar days. The hire period commences when the equipment is dispatched to the place of use and ends when the equipment is returned to the Owner. There is no minimum hire period.

## 3. Dispatch and transfer of risk

The equipment is dispatched at the Hirer's expense using standard shipping methods, unless the Hirer has expressly stipulated a certain shipping method. The cost of transport insurance must be paid by the Hirer. The transfer of risk commences when the Hirer collects the equipment from the Owner and ceases when they return the equipment to the Owner.

## 4. Using the hire object

The hired equipment is the Owner's property. The Hirer must use the equipment with care, adhere to all obligations relating to the possession, use and preservation of the hired equipment, and comply with the Owner's recommendations for maintenance, care and use. The Hirer will be charged separately for any necessary repairs arising from improper use. The Owner's status and repair report that is made available to the Hirer forms the basis for calculating any related charges.

## 5. Liability and guarantee

To the exclusion of other claims, the Owner is responsible for the hired equipment being in a functional state at the time of the transfer of risk as follows: If the hired equipment has a fault that renders it unsuitable for the contractual use or reduces its scope of use to such an extent equivalent to invalidation at the time of the transfer of risk, then the Owner may at their own discretion eliminate the fault, replace the faulty equipment or withdraw from the contract. The rental price must be reduced accordingly for the duration of the fault. The Owner will only be liable for damage arising from the Hirer's use of the hired equipment if it is based on a fault that existed at the time of transfer of risk. The liability extends to the cost of repairs to the amount of the Owner's rental price claim that must be

offset against any subsequently specified claim for damages. Any other claims made by the Hirer that extend beyond this, in particular claims for damages, are excluded. Cases of fatal or serious personal injury and harm to health are excluded from the limitation of liability clause.

## 6. Hirer's liability

The Hirer is liable vis-à-vis the Owner for all damage arising from use of the hired equipment that violates these terms. The Hirer is also liable for damages arising from accidental loss, accidental damage and theft. The Hirer undertakes to insure the hired equipment against loss and/or damage. The Hirer is liable for the replacement value in the event of total loss.

## 7. Third-party rights

The Hirer must keep the equipment free of all third-party charges, use and liens. If the hired equipment is nevertheless impounded or otherwise used by third parties during the term of the hire contract, the Hirer is obligated to immediately inform the Owner by providing all the necessary documents. The Hirer must pay all costs necessary to discontinue such third-party interference.

## 8. Payment

The hire fee is due immediately on receipt of the invoice and is payable without deductions.

## 9. Returning the hired equipment

The Hirer must return the hired equipment to the Owner at their own risk and expense as soon as the rental period ends.

## 10. Deposit

The Owner reserves the right to charge a deposit. The deposit is payable before the hired equipment is transferred and must be returned or charged against any unpaid hire invoices once the hired equipment has been returned.

## 11. Final provisions

No verbal side agreements have been made. Modifications to this contract must be made in writing. Should a provision of this contract be legally invalid, this will not affect the validity of the remaining provisions. As for the rest, the Owner's General Terms and Conditions of Business apply in addition to these General Terms and Conditions of Hire.