

# General Rental Terms and Conditions of Zepelin Rental GmbH

Graf-Zepelin-Platz 1, 85748 Garching near Munich, Germany

## Part 1: General part

### Article 1 General remarks

- The individually negotiated contractual agreements and these General Rental Terms and Conditions shall apply to the leasing of property from the range of ZRD. On entering into the first agreement incorporating the following terms and conditions, the lessee shall recognise their applicability for the entire duration of the business relationship between the parties. This shall apply in particular to all subsequent business concluded also verbally/by telephone.
- The offers made by ZRD to entrepreneurs within the meaning of Section 14 German Civil Code (BGB) are not binding unless anything to the contrary has been explicitly declared by ZRD.

### Article 2 Delivery and surrender of the leased property; defects and complaints about defects; planned delivery date; attachment of advertising to leased items

- ZRD undertakes to provide the leased property to the lessee for hire for the agreed rental period. ZRD is entitled to exchange the leased property during the lease period for a different comparable leased property (e.g. a machine of a different manufacturer of the same size and with comparable performance parameters) if this other leased property satisfies the agreed lease purpose and, in particular, the contractual lease use and justified interests of the lessee are not opposed to this.
- ZRD must provide the leased property for collection in a perfect, ready-to-operate and fully fuelled condition with the requisite documents or bring it to a forwarder. The risk of transportation shall pass to the lessee on collection/sending.
- If it has been agreed that ZRD will deliver and/or collect, the lessee shall ensure unimpeded access to the loading/erection site.
- The lessee is entitled to inspect the leased property before the start of the lease period and shall confirm in the delivery record the condition of the accepted leased property and the extent of the accessories. Any recognisable defects shall be recorded in the delivery record. Concealed defects must be reported immediately to ZRD after they are discovered.
- ZRD must eliminate any defects complained of on delivery or immediately after their discovery at its own expense. The lessee must give ZRD the opportunity to eliminate these defects. After written confirmation by ZRD, the lessee can rectify the defects itself or have them rectified. ZRD shall then bear the requisite costs.
- The "expected delivery date" shown in the rental agreement is not binding. It marks neither the start of the rental period nor does it substantiate any (absolute or relative) fixed deal or a stipulated date of performance. An arrangement to the contrary shall only apply if this is explicitly agreed in the Rental Agreement in writing.
- ZRD is authorised to attach advertising to the leased property for its own purposes and/or third companies or to have such attached. The lessee is obliged to tolerate this if the lease use determined by contract is not impaired.

### Article 3 Zepelin construction machinery with battery drive

If the rental object provided by ZRD has a battery drive, the performance requirements of § 2 for the battery shall apply accordingly with the following provisos: ZRD or a service provider commissioned by ZRD shall access the machine data generated by the rental item for the following purposes:

- To monitor and maintain the contractually intended use and performance of the battery used in the construction machine;
- to take necessary (maintenance) measures to comply with contractual obligations;
- to prevent and, if necessary, clarify damage events in connection with the use of the battery and
- to ensure compliance with contractual obligations (here: use only in the Federal Republic of Germany or within the contractually agreed area of use).

The following machine data is processed:

- Serial number,
- vehicle identification number
- Location data
- Operating data including error messages
- Information on charging processes, charge status and battery consumption
- Environmental data (e.g. outside temperature; weather data)
- Information on the installed software for carrying out updates

By concluding the rental agreement, the renter declares his express wish to have access to the machine data stored in the construction machine for the purpose of monitoring and maintaining the contractually agreed operational and performance capability as well as preventing and, if necessary, investigating incidents of damage. The renter is aware that ZRD or a service provider commissioned by ZRD requires access to the aforementioned machine data for these purposes and processes the data accordingly.

### Article 4 Obligations of the lessee

- The lessee undertakes
  - to use the leased property only for its intended purpose, to treat it correctly, to carefully observe the pertinent accident prevention and occupational health and safety regulations and the road traffic regulations and to pay the rent as agreed;
  - to provide the leased property to an adequate extent with operating resources (coal, water, oils, greases, fuels), cleaning agents etc. of a perfect condition;
  - if the lessee is an entrepreneur within the meaning of Section 14 BGB, to professionally conduct the inspections and services and care of the leased property at its own expense in accordance with the operating, lubrication and service instructions prescribed by ZRD or the manufacturer; anything contrary to this must be agreed in writing;
  - to announce any necessary inspection and repair work in good time and have this conducted immediately by ZRD;
  - to take precautions and protection measures against the influence of the weather and access from unauthorised third parties, in particular against theft. The lessee must in particular observe the securing measures prescribed by ZRD for individual groups and components of equipment;
  - to notify ZRD of the respective location and place of deployment of the leased property. The use of the leased property is only permitted outside the Federal Republic of Germany or outside a radius of 50 km of the place of use named in the Agreement only after having obtained the written permission from ZRD;
  - to return the leased property in a clean, operable, fully fuelled and complete condition.
- If the leased property is returned in a condition which does not comply with that set out in Article 3 (1) g) for reasons for which the lessee is responsible, ZRD is entitled to restore the requisite condition at the expense of the lessee. ZRD shall give the lessee the opportunity to conduct an examination immediately. If it is not possible or not financially acceptable to repair the leased property, the lessee is obliged to replace the property at the present value.
- ZRD may inspect the leased property during the usual working hours of the lessee and examine it or have it examined by an authorised representative.
- Any special official approvals required to operate the leased property must be obtained by the

lessee at its own expense.

- The lessee may neither hire out the leased property nor pass it on to third parties without permission from ZRD. The assignment of the rights from the agreement shall require the approval of ZRD in the same way as the granting of rights of any kind to third parties with respect to the leased property.
- The information on ownership on the leased property may neither be removed nor covered up. The lessee may not attach its own advertising or any advertising which has not been approved by ZRD to the leased property, operate such or have such attached or operated.
- In the event that third parties assert rights in the form of attachments or other rights to the subject matters of agreement, the lessee is obliged to notify ZRD of this immediately and to inform the third party of the existing rental agreement and the property of ZRD.

### Article 5 Calculation and payment of the rent

- The rent shall be payable in advance without deduction.
- The foundation for the calculation of rents, ancillary expenses, special payments and special periods of use shall be provided exclusively by the rent list of ZRD applicable on entering into the Agreement and the contractual agreements. Special agreements on the rent shall no longer be valid if the minimum lease period is not met. The rents set out in the rent list applicable at the time of entering into the Agreement shall be agreed as having applied from the outset.
- All prices shall be payable plus the statutory rate of value added tax.
- The calculation of rent is based on a daily shift of up to 8 hours from Monday to Friday. Any longer daily use and use on Saturdays or Sundays/public holidays must be reported to ZRD.
- If the lessee uses the leased property for longer than eight hours per day, a surcharge of 50% on the daily rent shall be agreed. A daily rent shall be charged for use in the shift period on Saturdays. If the leased property is rented only from Saturday to Sunday, a surcharge of 50% on the daily rent shall be viewed to have been agreed.
- All waiting, loading and unloading times as well as any necessary times for equipment inductions must be borne by the lessee. The costs for erection and dismantling as well as the costs for the provision of the crane must similarly be borne by the lessee and shall be charged in accordance with the information on the time sheets which are confirmed by the lessee and otherwise recorded by the representative of ZRD. Transport costs are not contained in the rent and shall be agreed separately; partial transportation made at the request of the lessee shall be charged separately.
- The costs for any operating supplies used shall be charged separately.
- The lessee shall assign to ZRD its claims against its client on whose instruction the leased property is used in the amount of the agreed rent, less the deposit made. ZRD shall hereby accept the assignment.
- A right of retention or offset against the claims of ZRD shall only exist if the lessee is entitled to a claim against ZRD which is undisputed or has been determined res judicata.

### Article 6 Default

- If ZRD is in default of delivery at the beginning of the lease period, the lessee may request compensation under the circumstances set out in Article 9 of this Part 1. Notwithstanding the provisions therein, the compensation in the case of mild negligence on the part of ZRD for every working day shall be restricted to a maximum of the amount of the daily rent. After setting an appropriate period, the lessee may withdraw from the Agreement if ZRD continues to be in default on this date. Should the lessee be in default of collection if collection of the leased property has been agreed, ZRD is entitled to otherwise dispose of the leased property. In this case, the lessee shall have no claim to performance.
- If purchase options have been agreed with respect to the leased property, these can no longer be exercised by the lessee in the case of default of 30 days on payment of the rent.
- If the lessee defaults in whole or in part on payment of the rent and or any other amounts owed in accordance with the Terms and Conditions of the Rental Agreement, and if it fails to settle the arrears within one week of receipt of the corresponding payment request by ZRD, ZRD is entitled to refuse or hold back the provision of services incumbent on it in accordance with the Terms and Conditions of the Rental Agreement until the arrears are settled. For this purpose, ZRD is in particular entitled to forbid the lessee to further use the leased property. In this case, ZRD is furthermore entitled to request the surrender of the leased property without notice of termination and to use it as security. The provisions in Article 6 (8) of this Part 1 shall apply mutatis mutandis.

### Article 7 Start and end of the lease period; return of the leased property

- The lease period shall commence on handing over the leased property. The leased property shall basically be handed over during usual business hours. The date of collection/sending shall be viewed as a lease day. Different provisions must be agreed in writing.
- The lease period shall end on the correct return of the leased property to ZRD and at the earliest, however, on expiry of the agreed lease period. After the end of the lease period, ZRD can request the immediate surrender of the leased property. The lessee is obliged to give prior notice of the intended return delivery of the leased property to ZRD in good time (notice of availability).
- The correct return delivery must be made during normal business hours of ZRD and early enough such that ZRD is able to examine the leased property on this day. The return delivery is viewed to have been made once the leased property with all parts necessary for putting into service and the accessories have been delivered to ZRD once again at the point of delivery or at another – agreed – place of delivery. The rental period shall be extended if the lessee has not complied with its duty to maintain set out in Article 3 and the work which has not been performed must then be performed subsequently.
- If it has been agreed that ZRD will collect, the lessee must agree the precise delivery time by 3 p.m. on the working day previous to collection. In the case of long-term rental agreements – at least one month – the notice of availability must be provided at least one week before collection. If the collection cannot be made for reasons for which the lessee is responsible (e.g. no access, absence of keys), the lease period shall be extended accordingly, and the lessee must bear the costs of a renewed collection trip.
- If the leased property is not collected by ZRD on the agreed day or on the agreed time, the lessee must immediately request collection once more by telephone and/or in writing. The obligation of the lessee to keep the leased property safe shall remain up to its collection.
- If ZRD is to collect, the leased property must be provided in a transportable condition; otherwise any requisite waiting periods shall be charged separately according to substantiating documentation.
- A return record must be made of the return and signed by the lessee.
- Notwithstanding the above provisions, ZRD is entitled after the end of the lease period to collect the leased property at any time itself from the lessee or any other third party in possession of the leased property. This shall apply in particular if the lessee has not complied with the surrender request made by ZRD and a loss of or impairment to the leased property is threatened. The cost of collection shall be borne by the lessee. ZRD is entitled to enter the property on which the leased property is located for the purpose of collection and to drive on it with transport vehicles. A separate approval of the lessee and/or third party for this shall not be necessary.

### Article 8 Repair, full service

- The duty to repair the leased property shall be incumbent on ZRD. The lessee is obliged to immediately report damage. The costs shall be borne by ZRD if the lessee and its auxiliary staff prove that they took all requisite care.
- Damage which is attributable to failure to report any defects in good time must be borne by the lessee.
- Any idling of the leased property during repair work shall not affect the duty of the lessee to pay the agreed rent unless the standstill is attributable to a defect in the leased property.
- Supplementary full service of ZRD shall require separate instructions.

### Article 9 Loss of or damage to the leased property

- In the event of damage, the lessee must immediately report to ZRD in writing on the scope, origin and persons involved in the damage event. In the case of theft, damage by third parties or traffic accidents, the police must be notified immediately after the occurrence of damage. ZRD must be given written proof of this.
- In the case of loss of or damage to the leased property caused by the lessee, the lessee must replace the reinstatement value or the repair cost.

### Article 10 Liability restriction of ZRD

- Claims to damages against ZRD, in particular replacement of damage which has not occurred to the leased property itself, may only be asserted by the lessee in the case of
  - Gross negligence on the part of ZRD, its statutory representatives or vicarious agents;
  - The culpable infringement of duties, the satisfaction of which makes the proper fulfilment of the Agreement at all possible and which the lessee can usually expect to be satisfied (cardinal contractual duties) insofar as this endangers the achievement of the purpose of agreement with respect to the foreseeable damage which is typical of the Agreement;
  - Damage resulting from injury to life, limb or health which is based on negligent infringement of duty on the part of ZRD or a willful or negligent infringement of duty of a statutory representative or vicarious agents of ZRD; or
  - If ZRD is liable under the German Product Liability Act (Produkthaftungsgesetz) for injury to persons or damage to property with respect to privately used objects.
- Liability shall otherwise be excluded. In the case set out in Article 5 (1) of this Part 1, the restriction agreed therein with respect to the amount of damage shall also apply.
- If the leased property cannot be used by the lessee as intended by the Agreement due to a fault of ZRD as a result of failure to execute or faulty execution of suggestions and advice before or after entering into the Agreement and as result of other contractual ancillary duties, in particular the instructions for operation and maintenance of the leased property, the provisions of Article 7 and of the above Paragraph 1 shall apply mutatis mutandis, ousting further claims of the lessee. ZRD shall not be liable for damage which is attributable solely to a fault of persons deployed by the lessee even if they have been supervised by the technical staff of ZRD and are instructed in the work.
- The above liability restrictions shall also apply to claims against salaried employees, wage earners, employees, representatives and vicarious agents of ZRD.

### Article 11 Liability of the lessee; insurance; insurance expenses; retention of the lessee; liability restriction

- The lessee shall be liable for the operational risk originating from the leased property insofar as it is not attributable to a defect in the leased property. Insofar as third parties assert claims to damages against ZRD due to personal injury or property damage caused by the lessee, the lessee shall indemnify ZRD in the amount of the justified claims to damages.
- Liability insurance cover shall only exist to the extent that this is prescribed by law. This is not the case particularly with work machines which are designed such that they do not reach speeds of any higher than 20 km/h.
- ZRD shall take out insurance against machine breakage, damage by natural forces and theft for the leased property. For this purpose, the lessee shall pay to ZRD the insurance costs in the amount set out separately to the rent in the Rental Agreement. The daily rate specified in the Rental Agreement shall apply per calendar day. The lessee shall also bear the retention agreed in the following Part 3 (terms and conditions for the insurance of the leased property), Paragraphs 4. and 5. in every case of damage. In return, any liability of the lessee shall be restricted in accordance with the above mentioned provisions.

If the lessee desires to be exempt from this insurance or the duty to bear the costs, this must be agreed in writing. An exemption shall only be made against proof of comparable insurance cover by the lessee. In the event that the lessee takes out an insurance policy itself with a third party (insurer), the lessee shall hereby assign its rights against the insurer to ZRD to secure its claims. ZRD shall hereby accept this assignment.

- If the leased property is insured by ZRD in accordance with the above Paragraph 3, the provisions in the following Part 3: Terms and Conditions for the insurance of the leased property shall apply by way of supplement.

### Article 12 Limitation period of claims to damages

In order to avoid a hasty recourse to the lessee before the courts, a careful examination of the circumstances shall be made by ZRD in the event of loss of or damage to the leased property. Claims of ZRD due to a change or impairment to the leased property shall therefore first be due two months after return of the same; the period of limitation shall be deferred accordingly.

### Article 13 Data processing

As technical data, the machine data processed for the execution of this agreement is not personal data within the meaning of the GDPR. The Lessee is aware that if the machine data is linked to a natural person, the Lessee will be independently responsible for the data processing in accordance with the GDPR and the fulfillment of the resulting legal requirements.

### Article 14 Termination

- A rental agreement concluded for a specific rental period cannot basically be terminated by either party.
- The same applies to the minimum rental period of a rental agreement concluded for an indefinite period. After expiry of the minimum rental period, the period of notice shall be as follows
  - One day if a rental price per day has been agreed
  - Two days if a rental price per week has been agreed
  - One week if a rental price per month has been agreed.
- ZRD can terminate the Rental Agreement in whole or in part after announcement without observing a period of notice if
  - The lessee makes changes to the leased property or has changes made or uses the leased property under difficult conditions which have not been agreed;
  - The lessee defaults on payment of a due amount by more than 14 days;
  - The lessee infringes a main provision of this contract;
  - It becomes recognisable to ZRD after conclusion of agreement that the claim to the payment of the rent is endangered by lack of solvency of the lessee; or
  - In the cases of a continued infringement against the duties set out in Article 3.

In these cases ZRD is entitled to collect and otherwise dispose of the leased property after announcement at the expense of the lessee who must facilitate access to the leased property and transportation. The claims attributable to ZRD from this Agreement shall continue to exist. Amounts achieved or which could have been achieved by other rental arrangements shall be credited after deduction of the costs which have arisen.
- The lessee may terminate the rental agreement after announcement without observing a period of notice if the use of the leased property is not possible in the long-term due to reasons for which ZRD is responsible.

### Article 15 Miscellaneous

- Place of performance and venue for all obligations or disputes arising from the Agreement between the parties is Munich insofar as the lessee is a registered merchant, legal entity under public law or special asset under public law and in the event that the lessee has no domestic venue.
- In the event of individual provisions of these Terms and Conditions becoming ineffective, the remaining provisions shall remain in force.
- The supplementary Terms and Conditions (Part 2) shall apply to the renting of self-propelled work machines, large equipment, conveying technology, mobile buildings/containers/halls, equipment for securing building sites and the renting with operating staff.
- The German version shall be decisive in the event of any contradictions between the English and the German version.

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## Part 2: Supplementary Terms and Conditions, valid for self-propelled work machines, large equipment, conveying technology, mobile buildings/containers/halls, equipment for securing building sites and renting with operating staff

### Article 1 Self-propelled work machines

- It is not permitted to use self-propelled work machines on public roads and paths. The lessee shall bear all costs and risks in the case of infringement.
- There is no liability insurance cover for the use of self-propelled work machines.

### Article 2 Large equipment

- ZRD shall assemble equipment which is delivered in a dismantled state exclusively and at the expense of the lessee. The same shall apply to dismantling before return.
- Skilled persons from ZRD shall be exclusively responsible for putting the equipment into service and instructing the operating staff.
- The lessee warrants that the equipment shall only be operated by suitable and experienced skilled staff or by staff instructed by ZRD.

### Article 3 Conveying technology

- The lessee shall bear responsibility for ensuring that the conveyor is suitable for the envisaged use. On request ZRD shall provide work diagrams and technical data of the individual pieces of equipment for the examination of suitability.
- If it is determined after entering into the rental agreement that the equipment is not suitable for the intended purpose – lack of range, working height or similar – ZRD shall be entitled to the rent for the agreed minimum rental period.
- The lessee is obliged to observe the load bearing diagrams attached to the equipment and to deploy and use the equipment only in accordance with such.
- Work platforms may only be used for their intended purpose and in particular may not be used as lifting cranes or be loaded beyond the stipulated basket load.
- The lessee shall ensure suitable conditions of use (structural load bearing capacity of the substrate and anchorage areas, supply of electricity, securing of the lift stops etc.).
- Official approvals and the securing of any traffic areas used must be ensured by the lessee at its own expense.
- The closure of the anchorage bore holes must be ordered separately in return for a charge.
- The leased property must be adequately protected from dirt. This shall apply in particular to painting, welding and cleaning work with acids. Jet and sand blowing work is forbidden.

- The use of public roads and paths is prohibited. In the case of infringements, the lessee shall bear all costs and risks. There is no liability insurance cover for the use of conveying technology. This paragraph shall not apply to truck work platforms and trailer work platforms with road licence.

### Article 4 Mobile buildings, containers, halls

- Preparation for transfer
  - The lessee shall ensure the correct and sufficiently dimensioned production of the substructure or foundation at the erection site. ZRD shall not be liable for damage which is attributable to the absence of a suitable substructure or foundation for the erection of the rented items. If a building licence is required to erect containers, it must be obtained by the lessee at its own expense insofar as nothing to the contrary is agreed in the Rental Agreement. If it is separately agreed in the Rental Agreement that the container is capable of obtaining a building licence, the container shall have an internal height of 2.50 m and standard insulation. Any specifications, structural engineering and the requisite drawings shall be provided to the lessee at a charge. The lessee must notify ZRD about any conditions imposed under construction law.
  - The lessee shall provide knowledgeable and authorised personnel to take receipt of the rented item on the agreed delivery date. The personnel must provide exact details about the erection site; in particular, the erection site must be measured by the customer.
  - In the case of containers with supply and drainage lines to be connected, the lessee shall ensure that these connections exist. The lessee shall make the professional connection at its own expense and risk. Changes to the electrical installations must be made exclusively by ZRD personnel. The lessee shall bear the costs of disposing of the rented human waste tanks. If ZRD is to take care of this, it must be instructed separately in return for payment.
- Delivery and erection
  - If special auxiliary aids, in particular a crane, are required to erect the leased property, these must be provided by the lessee. On request, ZRD shall arrange for the special crane work. The costs for the use of the crane shall be charged by the crane provider; this may also be done via ZRD.

- b) The erection of containers requires a corresponding free area which is level, dry and stable. If weather conditions or other factors for which ZRD is not responsible prevent assembly, the agreed completion date shall be postponed by the period of impediment.
  - c) The erection shall be made basically in accordance with the instructions of the lessee. ZRD is entitled to make the erection contrary to the plans of the lessee on the base of objective points of view. The load placed on soil and ceilings must be considered. Container roofs may not be used or loaded as storage area. Drain pipes must be kept free if there is a danger of frost damage.
  - d) Plans of lines and pipes etc. laid in the earth in the area of the building site must be provided to the foreman before starting erection work. If no corresponding earth line plan has been submitted, the lessee shall bear the resultant consequences in the case of damage.
  - e) ZRD shall not be liable for the stability or the suitability of the substructure for the erection of the container.
  - f) Agreed erection dates are intended as a guideline and may be exceeded appropriately by ZRD without the lessee being attributed a claim to damages. ZRD is obliged to immediately inform the lessee of a delay if it is aware of any circumstances in this respect. This shall not apply if explicit fixed dates have been agreed.
  - g) In the case of letting of containers with furniture, ZRD is not obliged to subsequently deliver missing furnishings or replace damaged furnishings insofar as the use of the overall item is not essentially impaired. In such cases, the rights of the lessee shall be restricted to an appropriate reduction in rent.
3. Stipulations during the rental period  
The lessee shall be liable for any defects to the electrical installation/heating during the rental period which it has caused. Combustible materials must be kept away from radiators at all times; the danger of fire exists despite automatic cut-off.
  4. End of the rental period and return  
The return date may be derived from the contractual term. Irrespective of this, the lessee must notify ZRD in writing of the clearance of the leased property in good time, in the case of a rental period below one month three days before return and in the case of a longer rental period at least one week before return, specifying the exact return date. Telephone agreements with our employees shall only be binding if they have been confirmed in writing by ZRD.

**Article 5 Equipment for securing building sites**

1. If the erection by ZRD has been agreed, the work shall be conducted in accordance with the instructions of the lessee. However, ZRD is entitled to shape the work freely in accordance with objective aspects. ZRD is entitled to have the work conducted by third parties.

2. The prices shall apply only to the erection on the building site or place of use designated in the Rental Agreement. The relocation to a different building site or a different place of erection shall require the explicit written consent of ZRD. There shall be no offsets from earlier invoices.
3. Road marking work shall only be conducted in dry and frost-free weather (approx. +10 degrees Celsius, no rain). The areas to be marked must be kept free from dirt (oil, grease, dust etc.) and parking vehicles by the lessee. In the period from 1 November to 31 March no guarantee for marking work shall be assumed in accordance with ZTV-MB4 (Additional Technical Regulations and Guidelines for Markings on Roads).
4. The use of the equipment to secure building sites for advertising purposes shall be reserved solely to ZRD; it may transfer this right of use to third parties at any time. ZRD is entitled in particular to attach advertising for its own purposes and/or those of third companies to building fences and shuttering or to have such attached. The lessee is obliged to tolerate this insofar as the contractual use of the leased property is not impaired. The lessee shall not basically have any objections to the unrestricted use of the equipment to secure building sites for advertising purposes unless it has a justified interest in preventing a specific type of advertising use.
5. If an official approval is required to set up the securing equipment, in particular special uses on public roads, it must be applied for by the lessee.
6. The duty of care toward third parties remains with the lessee, unless the duty has been assigned to ZRD on an individual contract basis.
7. If the lessee does not inform ZRD otherwise, ZRD acts on the assumption of wind load zone 2, respectively of the wind load according to ZTV-SA 97.

**Article 6 Renting of large machines with operating personnel**

1. The provision of operating personnel shall not release the lessee from its duties set out in Part 1 Article 3 of the General Rental Terms and Conditions of ZRD.
2. Operating personnel may be used exclusively to operate the leased property. The lessee shall be liable for damage which ZRD sustains due to any infringement against this provision caused by the lessee.
3. ZRD shall be liable in the case of damage caused by the operating personnel only if it has not correctly selected the operating personnel.
4. In the case of renting of rented objects with operating personnel, the respective leased property may be operated exclusively by the operating personnel provided by ZRD. The lessee may not operate the leased property itself. Furthermore, it may not knowingly permit the leased property to be operated by third parties. The lessee must take all necessary and reasonable measures against this.

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**Part 3: Terms and conditions for the insurance of the leased property**

1. ZRD shall take out insurance for the leased property against machine breakage, damage due to natural forces and theft in accordance with the General Terms and Conditions for machine and comprehensive insurance of driveable or transportable equipment (ABMG 2008).
2. The liability risk of the lessee is not insured. Liability insurance cover shall only exist to the extent prescribed by law. This is not the case particularly with respect to work machines which are designed such that they do not reach a speed higher than 20 km/h.
3. Damage to tyres and damage due to wear and tear shall be excluded from liability restriction pursuant to the following Paragraph 4.
4. The retention of the lessee shall be as follows in an event of damage depending on the new value of the machine (per claim and per piece of equipment or container):

Group A: .....	New value of € 150,000 and higher: .....	5,250 €;
Group B: .....	New value of € 75,000 to below € 150,000: .....	4,000 €;
Group C: .....	New value of € 10,000 to below € 75,000: .....	2,750 €;
Group D: .....	New value of € 5,000 to below € 10,000: .....	1,000 €;
Group E: .....	New value of € 2,500 € to below € 5,000: .....	500 €.

For all other devices, machines and containers or accessories from a new value to under € 2,500, the retention of the lessee shall be a uniform € 250 in the case of damage (per claim and per piece of equipment or container or accessories).

Any liability of the lessee for compensation of damage which it has (co-)caused to the leased property shall be restricted to the above retention insofar as the risks and damages are insured within the meaning of ABMG 2008. However, the lessee shall be liable without restriction for damage to the leased property caused by wilful intent or gross negligence.

Any restriction to liability beyond this shall only come into consideration on payment of a surcharge for the further liability restriction. This may need to be agreed in writing in the Rental Agreement. The liability restriction shall not apply if the lessee fails to satisfy its duties to cooperate in diagnosing the damage (Part 1: General part of the General Rental Terms and Conditions of Zeppelin Rental, Article 8 (1)). However, the liability restriction shall not be affected if the lessee proves that it infringed the above cooperation duties neither by wilful intent nor gross negligence. The liability restriction shall furthermore not apply in all cases in which the insurer would not have been obliged to pay out to the lessee if the lessee had taken out insurance itself in accordance with the above Paragraph 1 for the leased property.

**5. Theft, embezzlement**

Retention of the lessee shall be calculated in accordance with the above Paragraph 4 for theft damage. Any liability for compensation on the part of the lessee for theft damage for which the

lessee is (co-)responsible shall be restricted to the aforementioned retention insofar as this refers to insured risks and damage within the meaning of ABMG 2008. The lessee shall, however, be liable without restriction for theft damage caused by wilful intent or gross negligence.

A liability restriction shall not apply if the lessee did not report the theft immediately after the occurrence of damage to the competent police authority and provide ZRD with a corresponding proof. The liability restriction shall not be affected, however, if the lessee demonstrates that it infringed the above mentioned duty to report neither by wilful intent nor gross negligence. The liability restriction shall furthermore not apply in all cases in which the insurer would not have been obliged to pay out to the lessee if the lessee had itself taken out insurance in accordance with the above Paragraph 1 for the leased property. The risk of embezzlement is not insured. In this case, possibility of restriction of any liability of the lessee shall not apply. The same shall apply in the case of unauthorised passing on of leased property to third parties.

**6. Demolition work**

In the case of machines which are used for demolition work, the amount of the retention set out in the above Paragraph 4. shall be doubled. Demolition work shall be all work using hydraulic hammers, cutters, pulverisers or sorting grabbers and deployments with standard equipment/ buckets or grabbers where these are used on or in demolition building sites.

**7. Payment default, termination**

There shall be no cover if the lessee is in default of paying the calculated rent and/or the insurance premiums when the damage occurs to the leased property. In the case of damage, the liability restriction agreement set out in Paragraphs 4. and 5. can be terminated by ZRD without notice, starting from the date on which the damage occurred.

**8. Insurance exemption**

The insurance costs need not be paid if the lessee is able to prove a comparable insurance protection for the machines it has rented by insurance it has taken out.

In order to provide proof, the lessee must send ZRD a confirmation from its insurer. The lessee hereby assigns to ZRD its claims against the insurer to secure any claims against the lessee; ZRD accepts the assignment. In the event that this assignment is not effective and/or sufficient, the lessee undertakes to assign its claims against the insurer to ZRD in the case of damage to secure any damage claims against the lessee. The lessee shall provide ZRD with every appropriate support to assert the damage against the insurer.

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