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General Rental Terms and Conditions of Zeppelin Rental GmbH

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

Part 1: General part

Article 1 General remarks

1. The individually negotiated contractual agreements and these General Rental Terms and Conditions shall apply exclusively to the leasing of property from the range of Zeppelin Rental GmbH („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.
2. 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

1. 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.
2. 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 for collection or dispatch it. The risk of transportation shall pass to the lessee on collection/ sending.
3. If it has been agreed that ZRD will deliver and/or collect, the lessee shall ensure unimpeded access to the loading/erection site.
4. 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.
5. 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.
6. 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.
7. 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 Obligations of the lessee

1. The lessee undertakes
   a) 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;
   b) to provide the leased property to an adequate extent with operating resources (coal, water, oils, greases, fuels), cleaning agents etc. of a perfect condition;
   c) 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;
   d) to announce any necessary inspection and repair work in good time and have this conducted immediately by ZRD;
   e) 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;
   f) 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;
   g) to return the leased property in a clean, operable, fully fuelled and complete condition.
2. 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.
3. 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.
4. Any special official approvals required to operate the leased property must be obtained by the lessee at its own expense.
5. 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.
6. 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.
7. 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 4 Calculation and payment of the rent

1. The rent shall be payable in advance without deduction.
2. 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.
3. All prices shall be payable plus the statutory rate of value added tax.
4. 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.
5. If the lessee uses the leased property for longer than eight hours on any day of use, the lessee shall pay, in addition to the daily rent, a surcharge of one eighth of the agreed daily rent for each additional hour of use or part thereof. Each hour commenced shall be charged as a full hour. The surcharge shall be payable irrespective of the extent to which the respective additional hour is actually used.
6. 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.
7. The costs for any operating supplies used shall be charged separately.
8. 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.
9. 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 5 Default

1. 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.
2. 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.
3. 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 6 Start and end of the lease period; return of the leased property

1. 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.
2. 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 ZRD prior notice by e-mail of the intended return delivery of the leased property in good time (notice of availability).
3. 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.
4. 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.
5. 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.
6. 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.
7. A return record must be made of the return and signed by the lessee.
8. 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 7 Repair, full service

1. 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.
2. Damage which is attributable to failure to report any defects in good time must be borne by the lessee.
3. 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.

4. Supplementary full service of ZRD shall require separate instructions.

Article 8 Loss of or damage to the leased property

1. 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.
2. 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 9 Liability restriction of ZRD

1. 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 wilful 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.
2. 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.
3. The above liability restrictions shall also apply to claims against salaried employees, wage earners, employees, representatives and vicarious agents of ZRD.

Article 10 Liability of the lessee

1. The lessee is liable for operational risks arising from the rented property, provided such risks are not attributable to a defect in the rented property. To the extent that third parties assert claims for damages against ZRD due to personal injury or property damage caused by the tenant, the tenant shall indemnify ZRD in the amount of the justified claims for damages.
2. Liability insurance coverage exists only to the extent required by law. This is not the case, in particular, for work machines that, due to their design, cannot exceed a speed of 20 km/h.

Article 11 insurance; limitation of liability; costs of the limitation of liability; deductible payable by the renter

1. ZRD shall take out insurance against machinery breakdown, damage by natural forces and theft for the leased property in accordance with the General Conditions for Machinery and Comprehensive Insurance for Mobile or Transportable Equipment (ABMG 2008). The insurance relationship shall exist exclusively between ZRD and the insurance company.
2. Insofar as insured risks and losses within the meaning of ABMG 2008 are concerned, the liability of the lessee for any loss or damage caused (in whole or in part) by the lessee and covered by ABMG 2008 shall – subject to the following provisions in Article 11.3 to Article 11.8 – be limited to a deductible („Limitation of Liability"). The deductible shall apply per loss event. If several losses constitute separate insurance events within the meaning of insurance law, the deductible shall therefore apply multiple times. The deductible shall amount to (per loss and per item of equipment or container):

   Group A.....6.000,00 €
   Group B.....4.500,00 €
   Group C ..... 3.000,00 €
   Group D .....1.500,00 €
   Group E.....750,00 €
   Group S.....500,00 €

3. For this limitation of liability, the lessee shall pay limitation of liability costs to ZRD in the amount separately stated in the rental agreement in addition to the rental fee. The daily rate specified in the rental agreement shall apply per calendar day.
4. In the event of theft of the rented item or if the rented item is used for demolition works, the deductible specified in Article 11.2 shall be doubled. Demolition works include all works performed using hydraulic breakers, shears pulverizers or sorting grabs. The same applies to the use of machines with standard equipment (bucket or gripper) when such machines are operated on or at demolition sites.
5. The limitation of liability shall not apply to damage caused intentionally; in such cases, the lessee shall be liable without limitation. In the event of damage caused by gross negligence, the liability of the lessee shall increase in proportion to the severity of the fault. The lessee shall retain the right to prove that such increase does not correspond to the degree of fault.
6. The limitation of liability shall also cease to apply in all cases in which the insurer would not be obliged to provide benefits to the lessee if the lessee had taken out insurance for the rented item in accordance with Article 11.1. This shall apply in particular to cases in which no insurance coverage exists under the respective insurance conditions. For mobile or transportable equipment, the General Conditions for Machinery and Comprehensive Insurance for Mobile or Transportable Equipment (ABMG 2008) shall apply.
7. In particular, the limitation of liability shall not apply to:

   a. auxiliary and operating materials, consumables and tools;
   b. damage caused by normal operation wear and tear;
   c. damaged or destroyed tires;
   d. damage to parts which, according to experience, must be replaced several times during the service life of the rented item;
   e. corrosive effects or erosion;
   f. excessive accumulation of scale, sludge or other deposits.

8. The limitation of liability shall cease to apply if the lessee fails to comply with its duties to cooperate in the determination and assessment of the damage (Article 8.1). In the event of theft, this shall be deemed to be the case if the lessee has not reported the theft to the competent police authority without undue delay after the occurrence of the loss and has failed to provide ZRD with appropriate evidence thereof. However, the limitation of liability shall remain unaffected if the lessee proves that it has neither intentionally nor with gross negligence breached the aforementioned reporting obligation. The limitation of liability shall likewise remain unaffected if the lessee proves that it has neither intentionally nor with gross negligence breached the aforementioned duty to cooperate.
9. The risk of embezzlement is neither insured nor covered by the limitation of liability. In particular, the lessee shall be liable without limitation if it has unauthorizedly sublet the rented item or transferred it to third parties.
10. If, at the time the damage occurs, the lessee is in default of payment of the rent or the limitation of liability costs, the lessee shall not be entitled to rely on the limitation of liability.
11. After the occurrence of a loss event, ZRD may terminate the agreement on the limitation of liability. Such termination shall take effect one month after its receipt by the lessee.
12. If the lessee wishes to be released from the costs for the limitation of liability referred to in Article 11.2, this must be agreed in writing, where applicable. A release shall only be granted if the lessee itself ensures adequate insurance coverage for the rented item and provides ZRD with appropriate evidence thereof. For the purpose of providing such evidence, the lessee shall submit to ZRD confirmation of cover issued by its insurer. The lessee hereby assigns its claims against the insurer to ZRD by way of security for any compensation claims of ZRD relating to the rented item; ZRD hereby accepts such assignment. If this assignment is ineffective or insufficient, the lessee shall be obliged, in the event of damage, to assign its claims against the insurer to ZRD by way of security for ZRD's compensation claims relating to the rented item. The lessee shall provide ZRD with all reasonable assistance in asserting the claim against the insurer, in particular by making available all necessary documents and information. In the event that the lessee is released from the costs for the limitation of liability referred to in Article 11.2, the lessee shall not be entitled to rely on the limitation of liability.
13. Any limitation of the lessee's liability exceeding the scope of Article 11.2 shall only be possible if expressly agreed in writing in the rental agreement, subject to payment of a surcharge.
14. The liability of the lessee for damages other than those referred to in Article 11.1 shall remain unaffected by the foregoing provisions.

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 Zeppelin 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 verify compliance with contractual obligations (here: use only in 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 14 Data processing

As technical data, the machine data processed for the execution of this agreement is, as a rule, 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 15 Termination

1. A rental agreement concluded for a specific rental period cannot basically be terminated by either party.
2. 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.
3. 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 underdifficult 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.
4. 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 16 Sanctions clause

1. The lessee undertakes not to sell, supply, transfer or export, directly or indirectly, the leased property ordered from ZRD or any related services to natural or legal persons, organisations or institutions, nor to use them in the context of technical assistance or other services, insofar as this would be or is prohibited for ZRD and/or the lessee by economic, financial or other sanctions or embargoes under foreign trade law imposed by the UN, the EU, the Federal Republic of Germany or the USA („Sanctions Regulations"). This means in particular that the lessee may not sell, export or re-export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any goods supplied or collected under or in connection with this Agreement which fall within the scope of Article 12g of Regulation (EU) No 833/2014 or Article 8g of Regulation (EC) No 765/2006. In this respect, the lessee undertakes to comply with the Sanctions Regulations, in particular also when transporting the leased property, irrespective of whether they apply to the lessee itself. The lessee further undertakes to keep itself informed of all applicable Sanctions Regulations and of any updates, amendments and revisions thereof on the relevant government websites.
2. The lessee shall use its best efforts to ensure that the purpose of paragraph 1 is not frustrated by any third parties further down the commercial chain, including possible resellers. The lessee shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including possible resellers, that would frustrate the purpose of paragraph 1.
3. The lessee shall inform ZRD immediately about any problems in applying paragraph 1 or 2, including any relevant activities by third parties that could frustrate the purpose of paragraph 1.
4. If ZRD has doubts as to whether the lessee is acting or intends to act in compliance with its obligations under paragraphs 1 and 2, and/or if the provision of such evidence is required by law, ZRD is entitled to request appropriate evidence from the lessee (e.g. end-use statements, licences etc.) of the use of the leased property within the meaning of paragraphs 1 and 2. The lessee shall provide ZRD with such information within two weeks of a simple request. If the lessee fails to provide such evidence, or fails to provide it in good time, ZRD is entitled to postpone delivery until such evidence has been provided. If the lessee is unable to provide such evidence, ZRD is entitled to terminate the Agreement with immediate effect. Any claim of the lessee to damages shall be excluded.
5. ZRD is entitled to refuse performance and, furthermore, to terminate the Agreement without notice if the lessee (or any person, association of persons or company affiliated with it, including direct and indirect owners) becomes subject to Sanctions Regulations, if the leased property is subject to such Sanctions Regulations, or if the lessee breaches paragraphs 1 to 3. Any claim of the lessee to damages shall be excluded.
6. Insofar as goods within the meaning of paragraph 1 sentence 2 are concerned, ZRD is entitled, in addition to its rights under paragraphs 4 and 5, to demand a contractual penalty of 50% of the total value of this Agreement or of the price of the goods supplied/rented, whichever is higher. The obligation under paragraph 1 shall not apply if compliance with the sanctions regulations of the United States would infringe Council Regulation (EC) No 2271/96, as amended, and/or such obligation would constitute a violation of Section 7 of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung).
7. This provision constitutes an essential part of the Agreement.

Article 17 Miscellaneous

1. 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.
2. In the event of individual provisions of these Terms and Conditions becoming ineffective, the remaining provisions shall remain in force.
3. 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.
4. The German version shall be decisive in the event of any contradictions between the English and the German version.

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

1. 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.
2. There is no liability insurance cover for the use of self-propelled work machines.

Article 2 Large equipment

1. 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.
2. Skilled persons from ZRD shall be exclusively responsible for putting the equipment into service and instructing the operating staff.
3. 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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.).
6. Official approvals and the securing of any traffic areas used must be ensured by the lessee at its own expense.
7. The closure of the anchorage bore holes must be ordered separately in return for a charge.
8. 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.
9. 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 license.

Article 4 Mobile buildings, containers, halls

1. Preparation for transfer
   a. 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 building specifications, structural calculations and requisite drawings shall, where available, be provided to the lessee at a charge. The lessee must notify ZRD about any conditions imposed under construction law.
   b. The lessee shall provide knowledgeable personnel engaged by the lessee 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.
   c. 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.
2. Delivery and erection
   a. 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-M84 (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.