

## **General Rental Terms and Conditions**

### **I. CONCEPT OF AGREEMENT**

The lessor shall cede the specified rented property to the lessee for use within the period of time agreed upon. The lessee shall be obliged to pay the lessor a rental price for the productive use of the rented property, and to return the rented property to the lessor after the expiration of the agreement.

### **II. OWNERSHIP**

- a. The rented object remains the property of the lessor. The lessee shall be obliged to immediately inform the lessor via registered mail about a possible distraint or commencement of bankruptcy proceedings and notify the responsible organ of enforcement or the Bankruptcy Court, respectively, about the lessor's property of the rented object. The lessee shall bear any costs of resisting such bankruptcy proceedings by the lessor.
- b. The lessee shall not be permitted to modify the rented object, in particular remove attached identification, sublet or otherwise transfer it to third parties, or transfer the rights resulting from this agreement to third parties, without permission of the lessor.

### **III. DELIVERY OF RENTED OBJECT**

- a. The lessee shall take custody of the rented object from the lessor.
- b. The lessee shall be obliged to carefully inspect the rented object and immediately notify the lessor of possible defects. After taking over the rented object, defects shall not release the lessee from paying the agreed rental price.

### **IV. RISK AND LIABILITY**

- a. The lessee shall be liable to the lessor regardless of fault and reason, also in case of force majeure, sinking, loss, or damage of the rented object between providing for delivery and return.

- b. The rented object is not insured by the lessor. The lessor shall not be liable for collateral or direct damage whatsoever arising the lessee or any third party by means of the rented object. The lessee furthermore undertakes to indemnify and hold harmless the lessor from and against any claims of third parties.
- c. Any liability of the lessor for delayed availability, furnishing, or collection of the rented object shall be excluded.

**V. CHARGES AND DUTIES**

- a. Any charges, taxes, or duties levied due to the agreement, custody, or use of the rented object shall be paid by the lessee.

**VI. RENTAL PRICE**

- a. The rental price and other debts payable to the lessor under this agreement are due immediately without any deduction upon receipt of the invoice. The rental fee will be accounted monthly ex post.
- b. In case of default in payment, default interest of 1.5 % per month will be charged. The lessee shall furthermore be obliged to pay expenses for reminder and collection as well as any legal expenses, in particular for the reminder.
- c. The lessee shall not be entitled to set off against own rental price claims.
- d. The lessee shall explicitly waive the exercise of a lien under the terms of § 369 UGB.
- e. The lessee shall be obliged to pay the rental price even if the rented object cannot be used by the lessee for reasons whatsoever. The lessee shall not be entitled to demand a substitution for the rental object from the lessor.
- f. Payments of the lessee will be basically set off against debts they have been dedicated to. If no dedication is specified, the lessor shall be entitled to freely choose a dedication. If, however, the lessee is late in payment of the rental price, the lessor shall be entitled to set off any incoming payment against

the oldest outstanding claim first and only afterwards set off other debts.

This

shall be valid in particular for cases where the lessee dedicates payments for a more recent claim, with older claims still being outstanding.

#### **VII. TERM AND TERMINATION OF THE TENANCY**

- a. The tenancy shall commence at the date agreed upon and shall terminate with the return of the rented object at the Vienna, Enns or Werndorf depot.
- b. Until return of the rented object to the agreed depot or until reestablishment of the proper condition in case of damage of the rented object, the lessee even after termination of the tenancy shall be obliged to pay a charge in the amount of the previous rental price. In case of loss of the rented object, the lessee without regard to a possible fault shall pay the lessor a charge until submitting payment of the replacement value.
- c. The lessor shall be entitled to terminate the tenancy effective immediately and to demand handing over of the rented object or pick it up personally if
  - the lessee makes considerably improper use of the rented object, or
  - the lessee, following a reminder, is defaulting payment of the rental price in such a way that he fails to fully settle the overdue payment after expiration of the term.

#### **VIII. GENERAL PROVISIONS**

- a. Upon signing the order confirmation the validity of any prior agreements, in particular a possible offer shall be deemed expired so that only the order confirmation and the General Rental Terms and Conditions shall be valid. Oral additional agreements do not exist. Any additional amendments must be made in writing. It is deemed an irrevocable presumption that at no time shall be departed from this need of written form through oral agreement.
- b. Should single provisions of the order confirmation or the General Rental Terms and Conditions be ineffective or contain loopholes, this shall not affect the remaining provisions. To replace the ineffective or indistinct and incomplete provision it shall be deemed to be agreed upon the provision corresponding to spirit and purpose of the ineffective or indistinct provision.

- c. Changes of the legal form or address of the lessee shall immediately be announced to the lessor. Otherwise, any statements of the lessor which are addressed to the name specified in the order confirmation and sent to the address most recently announced by the lessee shall be deemed received legally effective by the lessee
- d. The lessor shall be entitled to transfer rights and duties under this agreement to third parties without approval of the lessee.
- e. For all possible litigations arising from the agreement, which are not to be settled by a particular exclusive jurisdiction, the Viennese court having jurisdiction over the subject matter shall be agreed upon.