

General Terms and Conditions for Rental

AST Eis- u. Solartechnik GmbH, A-6604 Höfen
 AST Eissport- u. Solaranlagenbau GmbH, D-87629 Füssen
 AST Eissport- u. Solaranlagenbau AG, CH- 9100 Herisau (AR)
 (short: „AST“)

1. General Provisions

- 1.1 AST makes available to the Lessee, for the agreed period, the object described in the contractual conditions of the rental agreement (rental object) for the agreed use.
- 1.2 The order confirmation transmitted by the Lessor to the Lessee shall be deemed a rental agreement. Upon receipt of the order confirmation, the rental agreement for the rental object and rental period described therein becomes legally binding.
- 1.3 The Lessee shall pay the agreed rental fee—unless expressly agreed otherwise in individual cases—at the beginning of the rental period and shall treat the rental object with due care during the rental period. Under these conditions, AST will maintain the rental object in working order for the duration of the rental period. Technically necessary downtime, in particular due to maintenance work, will be limited by AST to the shortest organizationally feasible period and must be tolerated by the Lessee.

2. Rental Period

- 2.1 The rental period is stipulated in the rental agreement. Unless otherwise agreed in the rental agreement, the rental period begins on the day the rental object is collected from the AST warehouse and ends on the day the rental object is returned.
- 2.2 The Lessee is obligated to notify AST in writing of the intended return of the rental object in a timely manner. If collection by AST is agreed, the earliest possible handover time must be arranged 7 days before the date preceding the scheduled collection.
- 2.3 If collection by AST is agreed, the rental objects must be prepared by the Lessee in an accessible and transportable condition; otherwise, the Lessee shall be liable for any damages incurred by AST due to the delay and shall bear the costs of an additional trip.

3. Rental Fee / Payment

- 3.1 The rental fee is based on the agreed scope of use, which is defined in the rental agreement.
- 3.2 All prices are stated in euros unless otherwise indicated and are exclusive of statutory value-added tax.
- 3.3 Unless expressly agreed otherwise in the rental agreement, the rental fee does not include energy costs for refrigeration units, pumps, lighting, etc., nor any operating costs, including diesel, lubricants, filter consumption, and technician services for the replacement and renewal of these operating materials. Likewise, not included—unless expressly agreed otherwise in the rental agreement—are transport costs to and from the respective site of use, including loading and unloading, assembly and disassembly costs, instructions, installations of any kind, and technical support of the rental object.
- 3.4 Cash discounts are excluded unless expressly agreed and confirmed in writing by AST. Disputed amounts do not entitle the Lessee to withhold payment of the invoice. Offsetting against claims of AST is only permitted for counterclaims of the Lessee that have been legally established. The Lessee may not assert any rights of retention in relation to the rental object.
- 3.5 If the Lessee fails to fulfil its payment obligations, fails to do so on time, or makes incomplete payment, AST may terminate the rental agreement with immediate effect after granting a reasonable grace period and may demand the return of the rental object. If the Lessee does not return the rental object immediately, AST will collect it at the Lessee's expense. In such cases, the Lessee must grant AST access to the rental object.
- 3.6 In the event of late return of the rental object, the Lessee shall pay, in addition to the agreed rental fee, a usage fee amounting to the rental rate specified in the current rental price list for each commenced calendar day until the actual return of the rental object.
- 3.7 Payments shall be made—unless otherwise agreed in the contract/order/invoice—within 10 days of invoicing to the account indicated on the invoice, stating the purchase order number as the payment reference.
- 3.8 The agreed prices are deemed flat rates.

- 3.9 The contracting parties expressly agree on value retention for the claim plus ancillary charges. The index published monthly by Statistics Austria, the Consumer Price Index 2020 (base year 2020), or a successor index shall be used as the basis for calculating value retention. The index figure calculated for 01/2025 (3.2%) serves as the reference value for this contract. All change rates are calculated to one decimal place.
- 3.10 In multi-year contracts, estimates of this index value are implemented and applied on an annual basis.
- 3.11 If the Client/Lessee is in default of agreed payments or other obligations, AST may:
 - a) suspend the fulfilment of its own obligations until the outstanding payments or services have been rendered;
 - b) claim a reasonable extension of the delivery time;
 - c) declare the entire outstanding rental fee immediately due without explicit notice (loss of term);
 - d) charge default interest from the due date at the rate of the respective 3-month Euribor plus a surcharge of 8 percentage points per annum plus VAT, unless AST proves higher costs;
 - e) withdraw from the contract after granting a reasonable grace period and claim damages;
 - f) charge pre-litigation costs, in particular reminder fees and legal fees.

4. Cancellation Fee / Handling Fee

- 4.1 If the Lessee withdraws from the rental agreement prior to the start of the rental period—regardless of the reason, including reasons beyond their control—the Lessee is obligated to pay a cancellation fee. The cancellation fee is calculated as follows: After conclusion of the rental agreement, a general cancellation fee of 30% of the contract sum applies. For cancellations up to 8 weeks before delivery, the fee is 50% of the contract sum. For cancellations up to 4 weeks before delivery, the fee is 100% of the contract sum.
- 4.2 If, after delivery, parts of a rental object are returned or cancelled by the customer although they were properly rented, AST incurs significant additional organizational effort. In this case, a handling fee of 20% of the cancelled or returned items, but at least EUR 200.00, will be charged. In addition, the customer shall bear transport costs for outbound and return shipments as well as any service costs incurred. This fee does not apply if the return is due to a defect or a justified complaint.

5. Maintenance Obligations

- 5.1 AST will provide the Lessee with equipment that is operational according to the contractually agreed rental scope. Regular wear and tear to the rental object resulting from its proper use is borne by AST.
- 5.2 AST will ensure the operational readiness of the rental object during the agreed rental period according to the provisions of clause 5.3 of these Terms and Conditions, by ensuring the timely availability of service personnel, performing any required replacements or repairs of the rental object, and providing replacement equipment if necessary.
- 5.3 The Lessee is obligated to:
 - a) protect the rental object from overloading, vandalism, and damage
 - b) operate and supervise the rental object carefully and professionally, considering the instructions of AST and/or the manufacturer;
 - c) take precautions and protective measures to ensure that the rental object is not accessible to third parties;
 - d) promptly arrange for necessary repairs for the maintenance of the rental object, in particular service checks dependent on operating hours. The Lessee shall bear all costs of repairs and

- maintenance caused by improper, non-contractual use and/or failure to comply with clauses 5.3(a)/(b)/(c);
- e) provide AST at all times with information on the location of the rental object, grant AST access to the rental object, and obtain all necessary approvals at its own expense;
- f) return the rental object in a condition compliant with the contract, clean, operational, and complete. If the Lessee fails to return the rental object accordingly, AST may issue a defect notice. If the Lessee does not remedy the defects within 5 days of such notice, AST may carry out the repair and restoration at the Lessee's expense. The rental object must be returned immediately at the end of the rental period; otherwise, the Lessee shall be liable for all damages resulting from the delay and loss of rental.
- 5.4 AST has the right to inspect the rental object at any time or have it inspected. The Lessee must facilitate such inspections in every way. The Lessee has the right to inspect the rental object before returning it or to have it inspected by an expert; the costs of such inspection shall be borne by the Lessee. After the termination of the rental, AST may have the rental object examined by an expert. AST shall bear the cost of such examination unless defects or damages attributable to the Lessee are found, in which case the Lessee shall bear the costs.
- 5.5 AST assumes no liability for damages resulting from the Lessee's failure to fulfil maintenance obligations, including towards third parties. Notwithstanding this, the Lessee shall be liable to AST for all damages resulting from the breach of maintenance obligations.
- 6. Loss / Damage of Rental Objects**
- 6.1 In the event of loss or damage to the rental object, the Lessee must notify AST immediately in writing. If the loss or damage is caused by a third party, the Lessee must also file a police report. Clause 5.3(c) of these Terms and Conditions is mandatory.
- 6.2 In the event of loss or damage to the rental object which makes restoration to proper use technically impossible or economically unreasonable, the Lessee shall compensate AST with a monetary payment equivalent to the replacement value of the rental object. In addition, the Lessee shall be liable to AST for all resulting damages, including the necessary costs for full remediation of the damage.
- 7. Insurance by the Lessee**
- To cover the risks of loss, damage, or vandalism of the rental object, the Lessee shall take out insurance for the replacement value of the rental object. The Lessee assigns the resulting claims to AST to secure AST's claims. The insurance sum is calculated as the contract value of the rental object multiplied by a factor of 4.
- 8. Liability of AST**
- 8.1 AST's contractual and tortious liability towards the Lessee is limited to the legally permissible extent. Accordingly, AST shall be liable for grossly negligent or intentional damage caused by its senior executives or vicarious agents, except for personal injury. AST shall not be liable for consequential damages suffered by the Lessee or third parties due to delayed delivery, repairs necessary during the rental period, or related downtime. AST is also not liable for damages caused by the improper use of the Lessee's auxiliary personnel during assembly, disassembly, or operation of the rental object.
- Any damages arising during assembly, disassembly, or operation at the installation site affecting the building, facilities, or other property shall be borne by the Lessee.
- 8.2 Any defects must be noted on the handover protocol; otherwise, all repairs after return and inspection of the rental object shall be invoiced to the Lessee. In the event of a breach of essential contractual obligations (e.g., provision of the rental object), AST's liability is limited to the replacement of typical contractual damages foreseeable at the time of contract conclusion. The liability cap is 5% of the total rental fee, unless the damage results from intent or gross negligence.
- 9. Inspection of the Rental Object**
- The Lessee must at all times grant AST the opportunity to inspect and check the rental object and must not obstruct such actions.
- 10. Special Conditions (Prohibition of Subleasing)**
- 10.1 The Lessee (excluding AST partners) is prohibited from transferring or subleasing the rental object to third parties. The Lessee may not waive any rights under this contract in favour of third parties or grant any rights regarding the rental object to a third party.
- 10.2 The Lessee is not permitted to use the rental object at other locations or for purposes other than those specified in the contract without AST's knowledge and consent.
- 11. Sale of the Rental Object**
- If AST concludes a sales contract after or instead of the rental agreement, the General Terms and Conditions for sales shall apply.
- 12. General Provisions**
- 12.1 The rental agreement shall be concluded in writing between AST and the Lessee. Amendments and supplements to the rental agreement must be in writing. This also applies to any waiver of the written form requirement. Withdrawal after conclusion of the rental agreement and prior to performance gives rise to statutory claims for damages.
- 12.2 Austrian substantive law shall apply to this rental agreement and all contractual relationships, including the validity of the contract and its pre- and post-effects, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.3 All disputes or claims arising out of or in connection with this contract, including disputes regarding its validity, breach, termination, or nullity, shall be finally settled under the arbitration rules (Vienna Rules) of the International Arbitration Institution of the Austrian Economic Chamber (VIAC) by three arbitrators appointed in accordance with these rules. The seat of arbitration shall be Innsbruck. The language of the proceedings shall be German. Austrian substantive law shall apply to the arbitration agreement.
- 12.4 Should any provisions of these Terms and Conditions be or become invalid, the remaining provisions and the validity of the overall contract shall remain unaffected.