

# General Terms and Conditions of Rental

## AST Eis- u. Solartechnik GmbH, A-6600 Hoefen

### 1. General

- 1.1 AST Eis- u. Solartechnik GmbH (hereafter referred to as AST) grants to the Lessee the described object (rental object) for the period and use agreed according to the conditions of the rental contract.
- 1.2 Unless otherwise agreed, the Lessee is obliged to transfer payment for rent at the beginning of the rental period and to handle the rental object with care during the rental period. Under these circumstances AST will maintain functionality of the rental object during the rental period. Technically related loss of operation time, particularly due to maintenance work, limited by AST to the shortest possible time, is to be tolerated by the Lessee.

### 2. Rental period

- 2.1 The rental period is agreed to in the rental contract. If not agreed in the rental contract, the rental period starts with the day of collection of the rental object described in the rental contract from AST stock and ends with the day of return of the rental object.
- 2.2 The Lessee is obliged to notify return shipment to AST in due time. If collection by AST is agreed, the earliest possible time of handover must be agreed at least 7 days prior to collection.
- 2.3 In case of collection by AST the Lessee must keep the rental object accessible and in transportable condition, otherwise the Lessee shall be held liable for damages arising to AST for time delay and the Lessee shall bear the repeated collection travel cost.

### 3. Rental price/rental payment

- 3.1 The rental price is based on the agreed scope of service as defined in the rental contract.
- 3.2 Unless otherwise agreed, all prices are quoted in Euro not including VAT.
- 3.3 Unless explicitly otherwise agreed in the rental contract, energy costs for chillers, pumps, lighting etc., all operating costs, including diesel-, lubricating oil- and filter consumption as well as technical assistance for exchange and renewal of equipment referred to, are not included in the rental price.
- 3.4 Granting of discounts is excluded unless explicitly otherwise agreed and confirmed by AST. Dispute over payment amount does not entitle to non-payment of the invoice. Offsetting against liabilities is only permitted if the Lessee's counterclaim has been legally established. The Lessee shall have no right of retention in respect of the rental object.
- 3.5 AST is entitled to terminate the rental contract with immediate effect after granting a reasonable period of grace and to reclaim the rental object in case the Lessee is not able to fulfil his payment obligations, or does not fulfil them timely or not completely. If in that case no immediate return is carried out by the Lessee, AST will collect the rental object at the Lessee's expense. In that case the Lessee is obliged to grant AST access to the rental object.
- 3.6 In case of delayed return of the rental object, an additional rental fee, corresponding to the delay and according to the latest rental price list, will be charged starting with each initiated calendar day until the actual return of the rental object.
- 3.7 If not otherwise agreed in the contract/order/invoice, payments have to be transferred to the account specified on the invoice within 14 days after invoicing by stating the order number as payment reference.

### 4. Deposit

- 4.1 In case the rental object is not destined for use in Austria, AST will request a deposit or a directly enforceable payment guarantee of a major Austrian bank which will be reimbursed after return of the rental object. All open claims of AST will be deducted from this basically refundable deposit.

### 5. Maintenance Obligations

- 5.1 AST will deliver to the Lessee a ready-to-operate rental object within the scope of the rental contract. Regular wear and tear of

the rental object in accordance with the terms of the rental contract is to be borne by AST.

- 5.2 AST ensures the operational functionality of the rental object for the agreed rental period within the rules under 5.3 of these terms by providing service staff in due time, by replacements respectively repair of the rental object and if necessary by providing replacement equipment.
- 5.3 The Lessee is obliged
- a) to protect the rental object from overloading, vandalism and damage and to properly care for the rental object.
  - b) to ensure professional operation and maintenance of the rental object following the instructions of AST and/or the manufacturer.
  - c) to immediately arrange for necessary repairs to maintain the operational functionality of the rental object, particularly to observe the regular operation service check-ups. Costs for repairs and maintenance, which have been caused by use contrary to the rental contract, improper use and/or non-observance of rules under 5.3 a/b, are to be borne by the Lessee.
  - d) to take precautions and safety measures to protect the rental object against unauthorised access by third parties.
  - e) to inform AST at any time regarding the location of the rental object, to grant access to AST and to obtain all necessary permits immediately at his expense.
  - f) to return the rental object in contractual, clean, operational and complete condition. If the Lessee does not return the rental object accordingly, AST is entitled to raise a complaint. In case the Lessee fails to take the opportunity to remedy the deficiencies within 5 days from the date of request for repair, AST will repair and recondition the rental object at the expense of the Lessee. The Lessee is obliged to return the rental object at the end of the rental period without delay, otherwise the Lessee is liable to AST for all damages due to delay time and loss of rent.
- 5.4 AST is entitled to check the rental object or have it checked at any time. The Lessee is then obliged to provide full support in every way. Prior to return the Lessee is entitled to inspect the rental object or to have it inspected by a technical expert at his expense. AST is entitled to have the rental object inspected by a technical expert at the end of the rental period. The technical expert must determine the scope of defects and damage as well as expected costs for repair. The examination costs are equally shared by AST and the Lessee.
- 5.5 AST is not liable for damages due to violation of the maintenance obligation by the Lessee, including to third parties. However, the Lessee is liable to AST for any damage arising from violation of the maintenance obligation.

### 6. Loss/Damage of the Rental Object

- 6.1 In case of loss or damage of the rental object, the Lessee is obliged to immediately notify AST in writing. If loss or damage is caused by a third party, the Lessee is furthermore obliged to report to the police.
- 6.2 The Lessee is liable for compensation of the commercial or time value in case of loss or damage of the rental object which renders the rental object technical irreparably or not worth repairing from the economic point of view. However, the Lessee is liable to AST for any damage, particularly compensation of AST's expenses for completely eliminating any damage.

### 7. Insurance by Lessee

- 7.1 To cover the risk for loss, damage or vandalism of the rental object, the Lessee is obliged to take out insurance in the amount of the reinstatement value of the rental object. As security for claims ensuing rights shall be transferred from the Lessee to AST.

### 8. AST Liability

- 8.1 The contractual and tortious liability of AST towards the Lessee is limited to the extent permitted by law. Accordingly AST is liable for grossly negligent respectively wilfully caused damages by executive or other employees. AST is not liable for consequential

damages suffered by the Lessee or a third party as a result of delivery delay and associated downtime during necessary repair works of the rental object throughout the entire rental period. Furthermore AST is not liable for damages or consequential damages occurred by inadequate assignment of workforce of the Lessee during installation and uninstalling.

The Lessee is obliged to repair damages caused to structures on site through building, dismantling, furnishings or other items. Any defects must be recorded on the handover certificate, otherwise AST will charge the Lessee for all repair works after return and receiving control of the rental object. In case of violation of fundamental contract obligations (such as transfer of the rental object), AST shall be liable for reimbursement of foreseeable damages at the time of rental contract. The maximum liability is limited to 5% of the rental price.

#### **9. Examination of Rental Object**

9.1 The Lessee is obliged to grant AST the opportunity to access and inspect the rental object at all times and may not prevent such an activity at any time.

#### **10. Special agreements (Prohibition of Sub renting)**

10.1 The Lessee (excluding AST partners) is not allowed to transfer respectively sub rent the rental object to third parties. The Lessee is not entitled to create any third-party beneficiary rights arising from this contract nor to create any right with regard to the rental object.

10.2 Without knowledge and agreement of AST, the Lessee is not entitled to use the rental object on locations or use it for purposes other than specified in the rental contract.

#### **11. Sale of Rental Object**

11.1 The General Terms and Conditions of Sales apply if AST concludes a sales contract after completion of the rental period or instead of the rental contract.

#### **12. General**

12.1 The rental contract between AST and the Lessee is concluded in writing. Modifications and amendments must be in writing. This applies also for deviations from this contractual requirement of a written form. Cancellation after conclusion of the rental contract and before services are rendered is subject to legal claims for compensation.

12.2 This rental contract as well as all contractual relationships including the issue whether a valid contract has been accomplished and whether it has an effect before conclusion and after termination are subject to Austrian law without regard to the Conflict-of-laws rules and without regard to the UN Sales Convention. For all disputes arising out of or in connection with this contract the international, factual and local competent court in Reutte is agreed upon.

12.3 Furthermore the parties to the contract agree that the contract is governed by Austrian material law.

12.4 Should individual provisions within this rental contract be or become legally void, this shall not affect the remaining provisions or the legal validity of the whole contract.

12.5 Conditions that deviate from the above mentioned agreements must be agreed upon explicitly and in writing.