

§ 1 General, scope and deviating conditions

(1) The following general terms and conditions of hire shall apply exclusively to all hire contracts for the hire of room systems, which include empty, extended or furnished containers (hereinafter referred to as the "hire item") from the range of services offered by rentem GmbH (hereinafter referred to as the "Lessor"). Any contradictory rental contract terms and conditions of the lessee are expressly rejected.

(2) By concluding the contract with the inclusion of the following terms and conditions, the hirer acknowledges their validity for the entire duration of the business relationship between the parties. This shall also apply in particular to all subsequent transactions.

(3) Offers to entrepreneurs within the meaning of § 14 BGB (German Civil Code) are always made without engagement, unless expressly stated otherwise. They merely represent an invitation to the tenant to submit offers on his part. The contract shall only be concluded upon confirmation of the order by the Lessor.

(4) Individual agreements made with the lessee in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these General Terms and Conditions of Hire.

(5) Legally relevant declarations and notifications to be made by the tenant to the landlord after conclusion of the contract must be made in text form to be effective.

§ 2 General rights and obligations of landlord and tenant

(1) The Lessor undertakes to hand over the rented item to the Lessee for the agreed rental period in an operable, roadworthy and technically flawless condition. Without a separate written agreement, the Hirer shall have no claim to the surrender of a specific hired object. In this respect, the lessor shall be entitled to provide the lessee with a functionally equivalent rental item. The equipment designation in the order confirmation is not an agreement in the above sense, but only an internal disposition note.

(2) The Lessor shall be entitled to exchange the rented item during the rental period for another, comparable rented item, provided that this other rented item satisfies the agreed rental purpose, in particular the contractual rental use, and does not conflict with the legitimate interests of the Lessee.

(3) The Hirer undertakes to use the hired object only as intended, in particular to carefully observe the relevant accident prevention and occupational safety regulations as well as road traffic regulations, in particular also with regard to loading and transport of the hired object, to pay the rent as agreed, to treat the hired object properly and to return it cleaned at the end of the hire period.

(4) The Hirer is obliged to inform the Rental Firm immediately upon request of the respective stand or place of use of the hired object as well as any intended change of stand or place of use.

§ 3 Surrender of the leased property, default of the lessor

(1) The Lessor shall keep the rental object ready for collection in perfect, operable and functional condition in accordance with the agreement reached between the parties, bring it for dispatch or transport it to a location to be named by the Lessee. Upon collection/dispatch, the risk of transport shall pass to the Hirer. In the event of delivery by the Lessor, the risk shall pass to the Lessee upon handover.

(2) If delivery and/or removal by the lessor has been agreed, the lessee shall ensure unhindered access to the loading/installation site. In this case, the Lessor shall only be responsible for transport, but not for unloading, at the agreed location. If the Hirer wishes the employees of the Rental Firm or their representatives to cooperate in loading at a specific location, for example at a ramp, this shall be at the Hirer's risk. The Lessor's employees or agents act in this respect as vicarious agents of the Lessee pursuant to § 278 BGB. If damage occurs to the transport vehicle, the rented item or the ramp during loading at a ramp, the renter shall be liable for this.

(3) If the Lessor is in default with the surrender at the beginning of the rental period, the Lessee may demand compensation if it can prove that it has suffered damage as a result of the default. Notwithstanding § 9(1), in the event of slight negligence, the compensation to be paid by the Lessor for each working day shall be limited to a maximum of the amount of the daily net rental charge. After setting a reasonable deadline, the Hirer may terminate the agreement if the Owner is still in default at that time.

(4) The "expected delivery date" stated in the rental agreement is non-binding. It neither marks the beginning of the rental period nor does it establish an (absolute or relative) fixed transaction or a date of performance determined by calendar. Something else shall only apply if this is expressly agreed in text form in the rental contract.

(5) The Lessor is entitled to attach or have attached to the rented items advertising for its own purposes and/or third-party companies. The tenant is obliged to tolerate this, insofar as this does not impair the contractual use of the rented property.

(6) If the lessor does not have a suitable rental object of his own available, he will arrange the suitable rental object on behalf of the customer at the rental prices agreed in this contract via a partner company. In this case, rentem GmbH also remains the contractual partner and invoicing party.

§ 4 Duties of the tenant

(1) The tenant undertakes,

(a) to use the rented item only for its intended purpose, to handle it properly and to carefully observe the relevant accident prevention and occupational safety regulations as well as road traffic regulations. This also includes ensuring stability;

(b) to pay the rent as agreed;

(c) take protective measures and precautions against the effects of the weather and access by unauthorised third parties, in particular against theft. Container roofs may not be used for storage unless explicitly intended for this purpose;

(d) notify the Rental Firm of the respective location of the Rental Goods. Use of the hired object outside a radius of 50 km around the place of use specified in the contract or outside the Federal Republic of Germany is only permitted with the Lessor's permission;

(e) return the rented item in a clean, operational and complete condition. If the hired object is not returned in the condition described for reasons for which the hirer is responsible, the lessor shall be entitled to restore this condition at the hirer's expense. The lessor shall give the lessee the opportunity to carry out an inspection without delay. If it is not possible or economically unreasonable to repair the hired object, the hirer shall be obliged to reimburse the corresponding current value of the hired object;

(f) Any special official permits required for the use of the rental object must be obtained at the renter's own expense. Reference is made to § 12 III lit.b StVO;

(g) When renting furnished rental objects, the inventory must be returned in working order, complete and as received;

(h) The Hirer shall ensure that the rented item stands on a stable and level surface (max. 10 cm difference in height). The lessor will provide more detailed information on the requirements for stability, container dimensions and loading options on request. The hirer is also responsible for ensuring that all connections from supply and disposal companies are professionally connected in accordance with local regulations. The costs for this shall be borne by the tenant. This applies in particular to the rental of WC facilities, whereby the tenant is responsible for compliance with water requirements and other hygiene requirements as well as disposal.

(2) The Hirer may not transfer the hired object to a third party without the prior consent of the Owner in text form, nor may he assign rights under this contract or grant rights of any kind to the hired object.

(3) The property notices on the rented items may neither be removed nor covered. The Tenant may not affix, operate or have affixed or operated any advertising of his own or not approved by the Landlord on the Rented Objects.

(4) Should a third party assert rights to the leased property by way of seizure, attachment or the like, the lessee shall be obliged to notify the lessor immediately in text form and verbally in advance and to inform the third party thereof immediately by means of verifiable notification in text form.

(5) The Hirer must inform the Rental Firm of all accidents or damage, record the damage as completely as possible in order to secure the best possible evidence and await the Hirer's instructions. In the event of traffic accidents and suspected criminal offences (e.g. theft, damage to property, vandalism), the police must be called in.

(6) If the tenant culpably violates the above provisions of § 4 (1) to § 12(6), he shall be obliged to compensate the landlord for all damages incurred by him as a result.

§ 5 Tenant's Maintenance Obligation and Landlord's Maintenance Obligation

(1) In addition to the obligations set out in § 4, the Tenant shall,

- (a) to protect the hired object from overuse in every way;
- (b) unless otherwise agreed, to carry out the proper and professional maintenance and care of the rental object during the rental period at his expense. This applies in particular if the rented item has electrical installations;
- (c) to give notice of any necessary inspection and repair work in good time and to have it carried out by the lessor without delay. The costs of repair shall be borne by the Lessor if the Lessee and his assistants can be shown to have exercised all due care;
- (d) to observe all regulations and technical rules applicable to the use;
- (e) to maintain the roadworthiness of the rented property and attachments, such as stairs, in a roadworthy condition for the duration of the rental period.

(2) The Lessor is entitled to inspect the leased property at any time and, after prior consultation with the Lessee, to examine it himself or have it examined by an authorised representative. The Hirer shall be obliged to facilitate the inspection of the Rental Firm or its representative in every way. The costs of the inspection shall be borne by the Lessor.

(3) Damage caused by failure to report defects that have occurred in good time shall be borne by the tenant.

(4) The Hirer is not entitled to carry out repairs to the hired object himself or through third parties without the consent of the Owner.

(5) A standstill of the leased property during the performance of repair work shall not affect the tenant's obligation to pay the agreed rent, unless the standstill is due to a defect in the leased property.

§ 6 Compulsory insurance

The Hirer shall insure the hired object for the term of the contract against damage in transit, theft, fire and water at the replacement value at the time of handover. He shall provide the Lessor with evidence that the insurance policy has been taken out before the hired object is handed over. Subject to an express agreement to the contrary, the Lessee shall instruct the Lessor to take out insurance against a surcharge of 10% on the monthly net rental price.

§ 7 Defects upon surrender of the rented property

(1) The Hirer is entitled to inspect the hired object in good time before the start of the hire and to give notice of any defects. The costs of an inspection shall be borne by the Hirer.

(2) Upon handover of the rented property, a handover protocol to be signed by both parties shall be drawn up in which the condition of the rented property at the time of handover is recorded. In the case of furnished rented property, the condition of the inventory or the installed room system shall also be documented.

(3) Defects which are recognisable at the time of handover and which impair the intended use to a not inconsiderable extent can no longer be complained about if they have not been reported to the Lessor in text form immediately after inspection and recorded in the handover protocol. Other defects already present at the time of handover must be reported in text form immediately after discovery.

(4) The landlord shall remedy at his own expense any defects notified in good time which were present at the time of handover. At the Lessor's option, the Lessor may also have the defects remedied by the Lessee; in this case, the Lessor shall bear the necessary costs. The lessor shall also be entitled to provide the lessee with a functionally equivalent leased article if this is reasonable for the lessee. In the event of substantial impairment of the leased property, the lessee's obligation to pay shall be postponed by the period during which the suitability for the contractual use is suspended. For the period during which the suitability is reduced, the tenant shall only pay an appropriately reduced rent. An insignificant reduction in suitability shall not be taken into account and shall not result in a reduced rent.

(5) If the landlord allows a reasonable period of grace granted to him for the rectification of a defect existing at the time of transfer to expire fruitlessly through his fault, the tenant shall have a right of termination. The tenant's right of termination shall also apply in other cases of failure by the landlord to remedy a defect existing at the time of transfer.

§ 8 Liability of the tenant

(1) The tenant shall be liable in accordance with the statutory liability rules for damage to the rented item including accessories occurring during the term of the tenancy. The liability also extends to costs such as expert costs, transport costs, reduction in value and loss of rent.

(2) The Hirer shall be liable for the operating risk emanating from the hired object, insofar as this is not attributable to a defect in the hired object. Insofar as third parties assert claims for compensation against the Lessor due to personal injury or damage to property for which the Lessee is responsible, the Lessee shall indemnify the Lessor to the amount of the justified claims for compensation. This shall also apply in particular to environmental damage resulting from and in the normal operation of the rented item, insofar as this is not attributable to a defect in the rented item.

(3) If the rental object is handed over to a third party, whether justifiably or unjustifiably, the lessee shall be liable for compliance with these contractual terms and conditions.

(4) The Hirer shall be responsible for ensuring that the operational plans and ground conditions permit safe use of the hired object and shall take all measures necessary for this before work commences.

(5) If the tenant violates the aforementioned obligations, he shall compensate the landlord for all resulting damages, even without fault.

§ 9 Limitation of Liability of the Lessor

(1) Claims for damages against the Lessor, in particular compensation for damage that has not occurred to the rented property itself, can only be asserted by the Lessee in the case of

- (a) a wilful breach of duty by the landlord;
- (b) a grossly negligent breach of duty by the Lessor or in the event of an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the Lessor;
- (c) the culpable breach of essential contractual obligations insofar as the achievement of the purpose of the contract is jeopardised, with regard to the foreseeable damage typical for the contract;
- (d) damages resulting from injury to life, body or health caused by a negligent breach of duty by the lessor or an intentional or negligent breach of duty by a legal representative or vicarious agent of the lessor;
- (e) if the lessor is liable under product liability law for personal injury or property damage to privately used items.

Otherwise, liability for damages is excluded.

(2) If, due to the fault of the Lessor, the Leased Property cannot be used by the Lessee in accordance with the contract as a result of the omitted or faulty execution of suggestions and consultations prior to or after the conclusion of the contract as well as other ancillary contractual obligations - in particular instructions for the operation and maintenance of the Leased Property - the provisions of § 7(4) and 7(5) as well as § 5(1) shall apply mutatis mutandis to the exclusion of any further claims of the Lessee.

(3) In the event of default, § 3 shall apply.

(4) The above limitations of liability shall also apply to such claims against the Lessor's employees, workers, staff, representatives and vicarious agents.

§ 10 Rental price and payment, assignment to secure the rental debt

(1) The basis for the calculation of the rent, ancillary costs, special services or special usage times is exclusively the rental price list of the lessor valid at the time of conclusion of the contract as well as the contractual agreements. Maintenance and supply costs such as electricity, water, stand fees, etc. shall be borne by the tenant.

(2) All waiting, loading and unloading times as well as any times required for instruction shall be part of the rental period and shall be borne by the Hirer. Assembly and dismantling costs as well as costs for the provision of cranes shall also be borne by the Hirer and, if carried out by the Rental Firm, shall be invoiced on the basis of details on timesheets, which shall be confirmed by the Hirer or otherwise recorded by the Rental Firm's representative. Transport costs are not included in the rental price and shall be agreed separately; partial delivery and/or partial removal at the Hirer's request shall be invoiced separately.

(3) Unless otherwise stated, all prices are exclusive of statutory value added tax.

(4) The rent is payable in advance without deduction and is due immediately after invoicing. If the invoice is not issued until after the return of the rental object, the lessor is entitled to issue interim invoices.

(5) A right of retention or set-off against the Lessor's claims shall only exist if the Lessee is entitled to an undisputed or legally established claim against the Lessor.

(6) The Lessor is entitled to demand a deposit of 10% of the agreed rental price, but at least € 500.00 from the Lessee before handing over the rental object.

(7) If the hirer himself only acts on behalf of a client, he shall assign to the lessor his claims against his client, for whose order the hired object is used, in the amount of the agreed hire charge, less any deposit received. The Lessor accepts the assignment.

(8) The Lessor undertakes to release the securities to which the Lessor is entitled at the Lessee's request insofar as their value exceeds the claims to be secured by more than 20%.

(9) The lessor is entitled to assign claims against tenants based in Germany and EU countries for refinancing purposes. The tenant will be informed at the time of conclusion of the contract whether an assignment of the claim will take place. In these cases, payments with debt-discharging effect can only be made to the factoring company, whose bank details will be communicated to the tenant when the contract is concluded.

(10) If the tenant is one week in arrears with the payment of a due invoice, the landlord may terminate the tenancy agreement without notice and, after giving notice within one day, collect the rented item without judicial assistance at the expense of the tenant and otherwise dispose of it. In this case, the tenant must allow access to the rented item and allow it to be removed.

§ 11 Duration, commencement and termination of the rental period and return delivery of the rental object

(1) Unless otherwise agreed, the minimum rental period shall be 30 days.

(2) The rental period shall commence with the handover or dispatch of the rental object, whereby the handover shall generally take place during normal business hours. The day of collection or dispatch shall be deemed to be the rental day, unless otherwise agreed.

(3) If the rented item is not accepted by the tenant at the agreed start of the rental period, this shall be deemed to be termination of the rental agreement if no fixed rental period but only an anticipated rental period was agreed. In this case, the Tenant shall be obliged to pay the agreed rent plus ancillary costs until the expiry of the ordinary period of notice in accordance with § 12 of these GTC. The Lessor shall be entitled, but not obliged, to dispose of the leased property elsewhere. Any rents obtained in this way shall be credited in favour of the Tenant against the Tenant's liabilities.

(4) The Hirer is obliged to notify the Rental Firm in good time in advance of the intended return of the hired object.

(5) The rental period shall end on the day on which the rental object arrives at the storage location of the lessor or another agreed destination with all parts required for its commissioning in proper and contractual condition, but no earlier than the expiry of the agreed rental period. The Lessor may demand the immediate surrender of the hired object after the end of the hire period.

(6) The Hirer shall keep the hired object ready for collection in accordance with the contract or return it by 5.00 p.m. at the latest, unless otherwise agreed. If collection by the Lessor has been agreed, the Lessee shall agree the exact handover time with the Lessor at least two working days before the planned collection and shall make the rental object available at the agreed time and place in a transportable condition, freely accessible and passable (key on site). If the collection cannot be carried out due to circumstances for which the Hirer is responsible, e.g. no access to the rental object, then the rental period shall be extended accordingly and the Hirer shall bear the costs of a new journey as well as the agreed rent for each additional day or part thereof.

(7) The agreed rental period shall be extended if the tenant has not fulfilled his maintenance obligation in accordance with § 5 of these GTC and the work he has omitted must be made good.

(8) If the rental object is not collected by the Lessor on the agreed day or at the agreed time, the Lessee must immediately request collection again by telephone and/or in writing. The Lessee's duty of care shall remain in force until collection.

(9) Upon return, a return protocol shall be prepared and signed by both parties. This shall record the time of return and the condition of the rented property and, in particular, document any damage ascertainable upon return for evidence purposes. The burden of proof for the incorrectness of the return protocol shall be borne by the tenant.

(10) Notwithstanding the above provisions, the Lessor shall be entitled at any time after the end of the rental period to collect the rental object himself from the Lessee or other third parties in whose possession the rental object is. This shall apply in particular if the Hirer does not comply with the Lessor's request to surrender the hired object or if there is a risk of loss or deterioration of the hired object. The costs of collection shall be borne by the Hirer. For the purpose of collection, the Lessor shall be entitled to enter the property on which the rented item is located and to drive onto it with transport vehicles. Separate consent of the Hirer and/or third parties is not required for this.

(11) If the tenant does not return the rental object in the contractually agreed condition (e.g. not cleaned, dirty, with paint and/or concrete adhesions, damaged, etc.), the tenant shall bear the costs of cleaning and/or repair. For the duration of the cleaning and/or repair, the tenant shall pay a lump-sum compensation amounting to 120 % of the pro rata rent paid by him. The tenant reserves the right to prove that the damage was not incurred or was less.

§ 12 Termination

(1) The tenancy agreement concluded for a specific rental period may not be terminated prematurely by either contracting party as a matter of principle. The same applies to the minimum rental period pursuant to § 11(1) within the framework of a rental agreement concluded for an indefinite period.

(2) After expiry of the minimum lease term, the tenant may terminate a lease concluded for an indefinite period with a notice period of

- (a) one day if the rental price per day is
- (b) two days, if the rental price per week is
- (c) one week if the rental price is agreed per month,

in text form.

(3) The landlord shall be entitled to terminate the tenancy agreement extraordinarily after notice without observing a period of notice

- (a) in the event of default in payment by the Tenant, subject to § 10(4);
- (b) if, after conclusion of the contract, it becomes apparent to the landlord that the claim to payment of rent is jeopardised by the tenant's lack of ability to pay;
- (c) if the Hirer, without the consent of the Lessor, does not use the hired object or a part thereof as intended or moves it to another location outside the Federal Republic of Germany without the prior consent of the Lessor in text form;
- d) the tenant breaches his obligations laid down in these terms and conditions in a not inconsiderable manner;

(4) If the landlord makes use of the right of termination to which he is entitled under § 12(3), the legal consequences provided for by law shall apply. § 11 and § 5 shall apply accordingly.

(5) The tenant may terminate the tenancy agreement after giving notice without observing a period of notice if the use of the rented property is not possible for a longer period of time for reasons for which the landlord is responsible.

§ 13 Loss of the rented property

(1) In the event of damage, the Hirer shall inform the Rental Firm immediately in writing of the extent, course and parties involved in the damage event. In the event of theft or damage by third parties, a report must be made to the police immediately after the occurrence of the damage. Written proof of this must be submitted to the Lessor.

(2) In the event of loss or damage to the rented item for which the lessee is responsible, the lessee shall pay compensation in the amount of the replacement price or the repair costs. In addition, in the event of loss for which the Hirer is responsible, the Hirer shall compensate the Rental Firm for any loss suffered as a result of the Hirer's inability to return the hired object in good time.

§ 14 Applicable law, place of jurisdiction and severability clause

(1) The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the Lessor and the Lessee.

(2) The place of performance and jurisdiction for all obligations or disputes arising between the contracting parties from the contract shall be at the head office of the Lessor, insofar as the Lessee is an entrepreneur, a legal entity under public law or a special fund under public law, and in the event that the Lessee has no place of jurisdiction in Germany.

(3) Any deviating agreement or additions to the contract must be made in text form. This also applies to the amendment of this text form clause.

(4) Should any provision of this contract be invalid or unenforceable or become invalid or unenforceable in the future, the remaining provisions of this contract shall not be affected thereby. In place of the invalid or unenforceable provision, the parties hereby undertake to agree on a valid provision which comes as close as possible in legal and economic terms to the meaning and purpose of the invalid or unenforceable provision. The same applies to the filling of loopholes in this contract.

