

## **§ 1 General, scope of application**

(1) These General Terms and Conditions (hereinafter: "Terms") apply to all current and future sales and deliveries of movable goods between rentem GmbH and the buyer.

(2) Buyers within the meaning of these terms and conditions are only entrepreneurs within the meaning of § 14 BGB (German Civil Code), i.e. all natural or legal persons or partnerships with legal capacity who are acting in their commercial or independent professional capacity when concluding a legal transaction with rentem GmbH (§ 14 BGB).

(3) rentem GmbH does not recognise terms and conditions of the buyer that conflict with or deviate from these terms and conditions unless rentem GmbH has expressly agreed to their validity in writing. These terms and conditions of rentem GmbH shall also apply if rentem GmbH carries out the delivery to the buyer without reservation in the knowledge of terms and conditions of the buyer that contradict or deviate from these terms and conditions.

(4) Special agreements and ancillary agreements must be in text form to be effective.

## **§ 2 Offer and conclusion of contract**

(1) Price lists, other printed materials or digital advertising measures - regardless of the type and form - are merely invitations to the buyer to submit offers on his part. The offer to conclude a contract to rentem GmbH only lies in the textual (by letter, e-mail, fax), digital or verbal order of the buyer.

(2) A contract is concluded through acceptance in the form of a written order confirmation or through delivery by rentem GmbH. The written order confirmation by rentem GmbH determines the object of purchase, purchase price, content and scope of the contractual performance by rentem GmbH. Minor technical changes remain reserved within the scope of what is reasonable.

## **§ 3 Delivery, delivery time, delays in delivery and partial performance**

(1) The delivery of the goods is always ex warehouse, i.e. at the registered office of rentem GmbH. The buyer is obliged to take delivery of the goods within eight calendar days after receipt of a notice of readiness at the agreed place of collection. At the request and expense of the buyer, the goods will be shipped to another destination (sale by delivery to a place other than the place of destination). Unless otherwise agreed, rentem GmbH shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) itself. Unless otherwise agreed, the shipment shall be made at the expense of the buyer.

(2) The delivery period is agreed individually or stated by rentem GmbH upon acceptance of the order by means of a written order confirmation. However, the specification of a delivery period does not constitute a relative or absolute fixed transaction within the meaning of the BGB. Compliance with the delivery period shall always be subject to the correct and timely delivery to rentem GmbH by its suppliers, insofar as rentem GmbH has concluded a congruent hedging transaction with a supplier and rentem GmbH is not responsible for the absence or delay of the delivery. The seller shall inform the buyer immediately of the failure to deliver or the delay in delivery by a supplier. Likewise, the seller shall inform the buyer immediately of the expected new delivery period. If self-delivery is no longer to be expected (e.g. due to breach of contract, insolvency or destruction of the supplier's production facility) or if the goods are not available even after the expiry of the new delivery period, the seller shall be entitled to withdraw from the contract and shall reimburse the buyer's counter-performance without delay.

(3) The obligation of rentem GmbH to comply with the delivery time presupposes that all technical questions have been clarified by the buyer and that the buyer also fulfils his contractual obligations in all other respects.

(4) The delivery deadline is met if rentem GmbH has notified the buyer that the goods are ready for collection at the contractually agreed collection location by the expiry of the delivery deadline. If a sale by delivery to a place other than the place of performance has been agreed, the delivery period shall be deemed to have been met if the goods have been dispatched to the buyer or the buyer has been notified of readiness for dispatch by the expiry of the delivery period.

(5) If non-compliance with the delivery deadline is due to force majeure, industrial action, fire, machine breakdown, unforeseeable obstacles or other circumstances for which rentem GmbH is not responsible, the delivery deadline shall be extended for the duration of these events. If rentem GmbH is already in default

of delivery when one of these events occurs, the effects of default shall be suspended for the duration of the event. rentem GmbH shall inform the buyer immediately about the occurrence of such an event.

(6) If the delivery period is extended by more than three months as a result of circumstances other than those mentioned in paragraph 5, the buyer is entitled to withdraw from the contract after setting a reasonable grace period by declaration in text form to rentem GmbH.

(7) If the buyer sets rentem GmbH a reasonable period of grace in the event of a delay in delivery, rentem GmbH shall be entitled after expiry of the period of grace to request the buyer to inform it within a reasonable period of time whether it continues to demand delivery or subsequent delivery. After expiry of the period set by rentem GmbH, the rights of the buyer shall be limited to withdrawal from the contract and compensation for damages. A claim for delivery or subsequent delivery no longer exists if rentem GmbH has pointed out this legal consequence to the buyer in the letter of demand.

(8) Claims for damages by the buyer arising from delay or impossibility, including such claims that have come into existence prior to the declaration of withdrawal, may only be asserted within the framework of the provisions in paragraph 7.

(9) rentem GmbH is entitled to early delivery as well as partial delivery and its immediate (partial) invoicing if this is reasonable for the buyer.

## **§ 4 Transfer of risk**

(1) The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover.

(2) If the buyer is an entrepreneur and a sale by delivery to a place other than the place of performance has been agreed, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon delivery to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. rentem GmbH shall only take out transport insurance on the written instruction of the buyer and only at the buyer's expense.

(3) If the buyer is in default of acceptance, the risk of accidental loss and accidental deterioration shall pass to the buyer.

## **§ 5 Prices, terms of payment, set-off and right of retention**

(1) All prices quoted by rentem GmbH are exclusive of any necessary packaging costs and the applicable statutory value added tax.

(2) rentem GmbH is entitled to adjust the prices to be paid on the basis of this contract at its reasonable discretion to the development of the costs that are decisive for the price calculation.

A price increase can be considered and a price reduction must be made if, for example, the costs for the procurement of the goods from the manufacturers (including the transport of the goods to Germany) increase or decrease or other changes in the legal framework conditions lead to a changed cost situation (for example due to a change in customs duties). Increases in one type of cost, e.g. the purchase prices at the manufacturers, may only be used for a price increase to the extent that they are not offset by possible decreases in costs in other areas, e.g. transport costs. In the event of cost reductions, rentem GmbH shall reduce the prices insofar as these cost reductions are not offset by increases in other areas.

(3) Invoice amounts are due for payment immediately and without deduction, unless otherwise agreed.

(4) Payment by the buyer by bank transfer shall only be deemed to have been made on the date of unconditional credit to the business account of rentem GmbH.

(5) The buyer is only entitled to offset against the purchase price claim and all other claims of rentem GmbH with undisputed or legally established claims.

(6) The buyer is only entitled to exercise a right to refuse performance or a right of retention in relation to claims of rentem GmbH in an amount that is in reasonable proportion to the counterclaims of the buyer. Moreover, the exercise of a right of retention is only permissible if the counterclaim of the buyer is based on the same contractual relationship with rentem GmbH.

## **§ 6 Default in payment, default in acceptance, damage caused by default and withdrawal**

(1) If the buyer is in default with a payment in whole or in part for a longer period of time or if an application is made for the opening of insolvency proceedings against his assets, rentem GmbH shall be entitled, notwithstanding other rights,

(a) make all claims under any financing or repayment agreement with the Purchaser immediately due and payable to the extent that the default relates to obligations of the Purchaser under such agreements; and

(b) withhold all deliveries and services from contracts not yet or not fully performed.

(2) If the buyer is in default of acceptance or if the delivery is delayed for reasons for which the buyer is responsible, rentem GmbH is entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs or entertainment). rentem GmbH is entitled to charge storage fees amounting to 0.5 % of the net purchase price of the items of the delivery, but no more than a total of 5 % of the net purchase price, as compensation for damages for each commenced week of the delay in acceptance or the delay in delivery for which the buyer is responsible. The proof of a higher damage remains unaffected by this as well as the possibility of the buyer to prove a lower damage.

(3) rentem GmbH is entitled to withdraw from the contract and demand the return of the goods within the scope of the statutory provisions in the event of conduct by the buyer in breach of the contract, in particular in the event of default in payment or the breach of an obligation in accordance with the above provisions.

### **§ 7 Retention of title**

(1) rentem GmbH retains ownership of the purchased item until all claims from the business relationship, in particular also claims from rent and contracts for work and all claims from follow-up business such as spare parts deliveries and customer services, including claims from contracts concluded at the same time or later, have been settled. In the case of a current account, the entire reserved goods shall secure the respective balance claim of rentem GmbH. If the realisable value of the reserved goods exceeds the value of the claims of rentem GmbH by more than 20%, rentem GmbH shall, at the request of the entrepreneur, declare the release of securities at the discretion of rentem GmbH in the excess amount. The declaration of release must be in text form.

(2) The buyer is obliged to provide rentem GmbH at any time with information in text form about the inventory and location of the reserved goods and to treat them with care. For machines, the buyer must take out machine breakage insurance at his own expense, which includes the risk of fire and theft. If the buyer does not fulfil this obligation, he must reimburse rentem GmbH for all damages resulting from this breach of duty. The buyer already now assigns the claims against the insurance to rentem GmbH, which accepts the assignment. The buyer must carry out any maintenance and inspection work on the goods subject to retention of title at his own expense on a regular basis as well as at the justified request of rentem GmbH.

(3) The buyer may not pledge the reserved goods or assign them to third parties as security. The buyer must inform rentem GmbH immediately in writing about theft, damage or destruction of the reserved goods as well as seizure, confiscation or other dispositions of third parties with regard to the reserved goods.

(4) The buyer is only entitled to resell the reserved goods to third parties within the scope of proper business management. In such a case, the buyer must retain ownership of the reserved goods vis-à-vis the third party until the purchase price has been paid in full by the third party. Already now the buyer assigns to rentem GmbH all claims in the amount of the final invoice amount (including value added tax) of the claim of rentem GmbH which accrue to him from the resale of the reserved goods against third parties and also assigns his claim for restitution against the third party to rentem GmbH. rentem GmbH accepts the assignment. The purchaser shall remain authorised to collect the claims of the purchaser against third parties even after the assignment. The authority of rentem GmbH to collect the claims itself shall remain unaffected by this. However, rentem GmbH undertakes not to collect the claims as long as the purchaser fulfils his payment obligations from the proceeds collected, is not in default of payment and in particular no application for the opening of insolvency proceedings has been filed or there is no cessation of payments. If this is the case, however, rentem GmbH may demand that the buyer discloses the assigned claims and their debtors to rentem GmbH, provides all information necessary for collection, hands over the associated documents and informs the debtors (third parties) of the assignment.

(5) After declared withdrawal, rentem GmbH is entitled to collect the goods subject to retention of title and to enter the place of safekeeping or use of the goods subject to retention of title for this purpose. The buyer waives the rights to which he may be entitled from unlawful interference.

### **§ 8 Transfer by way of security**

rentem GmbH shall be entitled to claim from the buyer the transfer of ownership of collateral up to the amount of 120 % of the outstanding claim of rentem GmbH to secure the current and future claims from the business relationship if the fulfilment of the claims of rentem GmbH is at risk due to the buyer's lack of ability to pay.

### **§ 9 Assignment by way of security**

(1) To secure all current and future claims of rentem GmbH arising from the business relationship, the buyer assigns its current and future claims against its customers to rentem GmbH. Receivables that are subject to the extended retention of title of a supplier of the buyer shall be transferred to rentem GmbH at the point in time at which they are no longer covered by the extended retention of title. rentem GmbH accepts this assignment. Upon request, the buyer shall provide rentem GmbH with a list of the assigned claims including their amount, due date as well as the address of the buyer's principal (third-party debtor).

(2) rentem GmbH is obligated to release its rights from the assignment of security as soon as it is satisfied with respect to all of its claims against the buyer. rentem GmbH is obligated to release proportionally insofar as the realisable value of the assigned claims plus the realisable value of other security rights of rentem GmbH exceeds the secured claims by more than 20%.

(3) In the event of good cause, in particular if an application for the opening of insolvency proceedings is filed against his assets or if he culpably fails to meet his payment obligations from the respective legal transactions with rentem GmbH, rentem GmbH is entitled to disclose the assignment by way of security to the third-party debtors, to dispose of the assigned claims and to collect them from the buyer's customer.

(4) rentem GmbH is only entitled to disclose the assignment by way of security, to dispose of or to collect the claims assigned by way of security after prior warning and setting of a reasonable grace period. This period must be calculated in such a way that the buyer can raise objections or pay the amounts owed. Setting a period of grace is not required in the event of cessation of payments by the buyer or an application to open insolvency proceedings against the buyer's assets.

### **§ 10 Claims for defects**

(1) In the event that the goods are defective, the statutory warranty provisions for defects shall apply, unless otherwise provided for in this § 10.

(2) Insofar as there is a defect in the goods, rentem GmbH may choose to remedy the defect (subsequent improvement) or deliver new goods free of defects (subsequent delivery) by way of subsequent performance. The buyer must give rentem GmbH or its representatives the necessary time and opportunity to carry out all rectifications and subsequent deliveries which appear necessary at its reasonable discretion after prior notification; otherwise rentem GmbH shall be released from the liability for material defects for the consequences arising from this. Only in urgent cases of danger to operational safety or to prevent disproportionately large damages does the buyer have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the objectively necessary costs from rentem GmbH. The buyer must inform rentem GmbH immediately of such self-remedy, if possible in advance. Improper modifications or repair work carried out by the buyer or third parties without the prior consent of rentem GmbH shall invalidate rentem GmbH's liability for the resulting consequences.

(3) rentem GmbH shall not bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, if these arise due to the fact that the goods are taken by the buyer after delivery to a place other than its place of business or a place of delivery agreed otherwise with rentem GmbH, unless the transfer corresponds to the intended use of the item. Export from the Federal Republic of Germany is not an intended use.

(4) The buyer is obliged to notify obvious defects in text form within a period of five working days from receipt of the goods and hidden defects within five working days from their discovery; otherwise the assertion of claims for defects

is excluded. The timely dispatch of the notice of defects is sufficient to meet the deadline, provided that it is received by rentem GmbH at a later date.

(5) Only the manufacturer's product description applies as the agreed quality of the goods. Public statements, recommendations or advertising by the manufacturer for its products are not a guarantee of quality and durability within the meaning of the BGB in the relationship between rentem GmbH and the buyer.

(6) If the contractor receives defective assembly instructions, rentem GmbH is only obliged to deliver assembly instructions that are free of defects, and this only if the defect in the assembly instructions prevents proper assembly.

(7) The sale of used items takes place to the exclusion of any warranty for material defects by rentem GmbH. This does not apply to such claims for damages that are based on intentional, grossly negligent breaches of duty or such breaches of duty by rentem GmbH (including our employees, legal representatives and vicarious agents) that have led to injury to life, limb or health.

#### **§ 11 Liability and scope of liability**

(1) Claims for damages and reimbursement of expenses of the buyer against rentem GmbH, its organs, legal representatives and/or vicarious agents (hereinafter collectively: "rentem GmbH"), irrespective of the legal grounds, in particular due to breach of the contractual obligation and/or tort (hereinafter: "claims for damages"), are excluded.

(2) The exclusion made in paragraph 1 does not apply insofar as rentem GmbH is charged with intent or gross negligence and/or in the event of a breach of essential contractual obligations. Essential contractual obligations are those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the buyer regularly relies and may rely.

(3) In the event of non-intentional and non-grossly negligent breach of material contractual obligations, the scope of liability shall be limited to compensation for the foreseeable damage typical for the contract.

(4) The limitations and exclusions of liability contained in paragraphs 1, 2 and 3 do not apply insofar as rentem GmbH is compulsorily liable, e.g. in accordance with the Product Liability Act, for damages arising from injury to life, limb or health, in the case of claims due to fraudulent conduct on the part of rentem GmbH as well as in the case of the assumption of a guarantee for the quality of the goods.

#### **§ 12 Limitation**

(1) All claims of the buyer against rentem GmbH, irrespective of the legal grounds, shall become statute-barred one year after delivery of the goods to the buyer. Special statutory regulations for the limitation of in rem claims for surrender by third parties (§ 438 para. 1 no. 1a BGB), in the event of fraudulent intent on the part of the seller (§ 438 para. 3 BGB) and for claims in supplier recourse in the event of final delivery to a consumer (§ 478 BGB) remain unaffected.

(2) Claims for damages based on intent or gross negligence as well as claims for damages in the cases mentioned under § 11 para. 4 in which rentem GmbH is compulsorily liable remain unaffected by a reduction of the limitation periods according to para. 1. In these cases, the statutory limitation periods apply exclusively.

#### **§ 13 Applicable law, place of jurisdiction and severability clause**

(1) The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

(2) The place of performance and jurisdiction for all obligations or disputes arising between the contracting parties from the contract is, insofar as the lessee is an entrepreneur, a legal entity under public law or a special fund under public law, as well as in the event that the lessee has no place of jurisdiction in Germany, at the registered office of rentem GmbH. rentem GmbH is also entitled to sue the purchaser at his registered office.

(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.