

## Rental and Service-Rental Terms and Conditions

In the following text the masculine gender is used for space-saving reasons and is intended to be gender-neutral, also implying the feminine gender as appropriate

### 1. Subject Matter of the Lease

Equipment shall be rented out under the general terms and conditions (rental and service-rental terms and conditions) set out below as well as the individual, specially agreed conditions in the Rental Agreement (rent only) or Service-Rental Agreement (rent with service), which take precedence. The following terms and conditions are deemed to be accepted at the latest with the delivery of the equipment at the place of use or its collection from GAHRENS+BATTERMANN GmbH & Co. KG ("Lessor"). The subject matter of the Agreement is constituted by the equipment detailed in the rental delivery note.

### 2. Period of Rental

The minimum rental period is one day. Days begun shall be counted in full. The period of rental begins with the arrival of the equipment at the place of use; it ends when the equipment arrives back at the lessor's premises or its collection from Lessor.

### 3. Transport/Shipment and Costs

Transport/shipment of the equipment shall be effected at the expense of the hirer by means of the cheapest method, unless the hirer has expressly stipulated a particular mode of transport/shipment. The cost of a transport insurance policy taken out at the request of the hirer shall be at the hirer's expense.

### 4. Passage of Risk

The risk of accidental destruction or deterioration of the rented equipment, or an inability to make it available (service risk) passes from the lessor to the hirer when the shipper collects or is handed the rented equipment, or when it is delivered, depending on the transport agreement between the parties to the contract. The service risk is transferred back from the hirer to the lessor when the rented equipment is returned to the lessor or collected by the lessor.

### 5. Safeguarding the Equipment

The hirer undertakes, from the passage of risk of non-performance to him until it passes back again to the lessor (see also Section 4), to secure the equipment rented against loss or damage and to take out an insurance policy to cover the equipment up to its new value.

### 6. Use of the Rented Equipment

The rented equipment is the property of the lessor. The hirer must treat it with all due care, perform all duties connected with the possession, use and preservation in good repair of the equipment, and follow the lessor's recommendations with regard to its maintenance, care and use. The equipment may not be sublet. The hirer must keep the equipment in his own direct possession and only use it at the agreed places of use. The hirer agrees to enable the lessor to inspect the equipment at any time.

### 7. Guarantee

The lessor shall be responsible for ensuring that the rented equipment is in good working order at the time of the passage of risk. Any further claims are excluded as follows: should, at the time of the passage of risk, the equipment rented have a defect rendering it unsuitable for use in accordance with the terms of the contract, or reducing its usefulness to an extent equaling unsuitability for use, the hirer may either rectify the defect, exchange the defective equipment or rescind the contract as he deems fit. The hirer is freed from the obligation to pay the rental fee for the period it takes to restore good working order. If the working order of the rental equipment is only reduced, the rental or service-rental fee shall be reduced accordingly.

The Lessor shall be liable for compensation, regardless of the legal grounds, without limitation in the case of intent or gross negligence. The lessor shall only be liable for simple negligence if essential contractual obligations are violated and shall be limited to the compensation typically foreseeable for this type of contract. In all other respects, the Lessor's liability for compensation is excluded.

The above limitations and exclusions of liability shall not apply in the case of legally mandatory strict liability (e.g. in accordance with the German Product Liability Act) or liability arising from the assumption of a guarantee or in the event of injury to life, body or health. Insofar as liability is limited or excluded according to the above regulations, this also applies to the liability of the legal representatives and agents of the Lessor

### 8. Liability of the Hirer

The hirer shall be liable to the lessor for all damage arising out of the improper use of the rented equipment. This does not apply if the hirer assigns the lessor to activate the features of the rented equipment on their behalf and to keep them active according to their instructions. In the event of total write-off or loss of the rented equipment, the hirer must indemnify the lessor for the new value of the rented equipment, subject to the conditions set out in Section 14 below.

### 9. Licences

Where video and audio systems are operated, the image and sound reproductions played by the hirer are permissible only in accordance with the terms and conditions of the respective licence holder. In the case of IT systems, the software supplied may be used only on the individual article of equipment for which it was provided. Such software may

be used only under the terms and conditions notified separately by the licence holder. In the event of improper use of image and sound material as well as software, the hirer shall indemnify the lessor for any claims to damages the licence holders may file.

### 10. Rescission of the Contract by the Hirer

If the hirer withdraws from the Agreement for reasons for which the lessor is not responsible, 30% of the value of the order will be charged to the hirer as flat-rate damage compensation. If notice of rescission is given less than four weeks prior to the start of the Agreement period, 50% of the rental or service-rental fee shall be due and payable; less than two weeks before, 75%; and less than one week before, the full 100%. The hirer reserves the right to prove to the lessor that the extent of the loss was smaller.

### 11. Third-Party Rights

The hirer must hold the hired equipment harmless from all charges, claims and rights of lien of his creditors. He is obliged to notify the lessor and furnish all necessary documents without delay if, during the life of the Agreement, the hired equipment is nonetheless taken in execution or in any other way claimed by third parties. The hirer shall bear all costs which may become necessary in order to secure the discontinuation of such interventions by third parties, in so far as such interventions are not directed solely against the lessor.

### 12. Delivery

The agreement of a date for rental is subject to punctual availability for delivery of the rental equipment. Events neither known to or foreseeable to the lessor and for which he is not answerable, irrespective of whether they arise with the lessor or one of his suppliers, for example, strike, lockout, damage resulting from an accident, stoppages, etc., entitle the lessor to rescind the Agreement or postpone the commencement of the lease by the duration of the hindrance, whereby the hirer is not entitled to claim for damages. The lessor is obliged to inform the hirer forthwith of the non-availability of the rental equipment and to waive the agreed rental fee for the period of non-availability for which the hirer is not answerable or to refund this proportionately if already paid.

### 13. Payment of the Rental or Service-Rental Fee

The rental or service-rental fee, plus statutory value added tax thereon, shall fall immediately due and payable without deduction upon invoicing. The Lessor is entitled to require advance payment. Payment by cheque and/or bill of exchange shall not be accepted. Should the due date of payment of the lessor's invoices be overstepped by more than five days, the lessor shall charge interest on arrears in accordance with the statutory provisions. The hirer may only offset claims of the lessor, or exercise a right of retention, if the counterclaim is undisputed or has been pronounced legally effective.

### 14. Return of the Rented Equipment

The hirer must return the rented equipment to the lessor upon expiry of the agreed period of use and/or possession, without delay and at his own expense and risk (see Period of Rental in Section 2). If the rented equipment is not returned in orderly condition, then the hirer must continue to pay the agreed rental fee for the time it takes to repair or replace the equipment, without that affecting any other damage claims on the part of the lessor.

### 15. Late Return

Should the hirer fail to return the rented equipment on time (cf. period of rental according to Section 2), then the rental fee shall be recalculated accordingly. Furthermore, the hirer must indemnify the lessor for any damages.

### 16. Changes to Models and Prices

The lessor reserves the right to make changes to models and prices after consultation with and the agreement of the hirer part of the terms of the contract.

### 17. Final Provisions

No verbal agreements have been reached. All amendments and additions to the Agreement must be made in writing. This also applies to the amendment of the written form clause in the previous sentence and to the amendment of this sentence. The place of performance shall be the location of the lessor's branch. The venue for the settlement of disputes for both parties has been agreed as the nearest local first instance courts or first instance district courts within the jurisdiction of which the lessor's branch falls. In the event that equipment is leased outside the Federal Republic of Germany, German law shall apply in addition to the terms and conditions agreed.