

Terms & Conditions

Preamble

The following General Terms and Conditions (GTC) apply to all contracts concluded by LuiBl Rental GmbH, represented by the Managing Director Karl Bauer, Regensburger Str. 61, 94036 Passau – hereinafter: LUIBL or landlord – with commercial (entrepreneurs within the meaning of Section 14 Para. 1 BGB) or private (consumers within the meaning of Section 13 BGB) customers – hereinafter: tenant or customer. Any differing terms and conditions of the tenant do not apply in this respect. The validity of these terms and conditions is independent of the specific rental property and the respective place of performance/use. In the case of B2B transactions, these terms and conditions apply for the entire duration of the business relationship, i.e. also for any follow-up transactions - regardless of the form in which these are concluded (verbally, by telephone, electronically).

These terms and conditions can be viewed on the LUIBL homepage at www.luibl.eu. They are deemed to have been agreed even if they were not handed out in paper form with the respective rental agreement.

Part I

General provisions: Costs / transfer of the rental property / obligations of the Tenant and landlord / Liability / Limitations of liability

1. Deployment / placement of operating personnel

1.1. All offers and cost plans prepared by LUIBL are subject to change and non-binding, unless expressly stated otherwise. In particular, LUIBL does not undertake to make the device specified in the offer by brand and model available for a specific period of time.

1.2. The contract is only concluded when the tenant's request to conclude a rental agreement is accepted, usually through the order confirmation from LUIBL. LUIBL has the right to refuse the order without giving reasons. Acceptance of an offer by the tenant - regardless of the form (in writing, fax, email, verbally or otherwise) - is irrevocable for the tenant.

1.3. If the customer requires the rental item in a specific version, he must explicitly state the corresponding version and/or the technical data in writing in advance - at the latest with his application for conclusion of the contract. If the tenant does not provide any specific information on this, LUIBL is entitled to deliver a comparable rental item to the customer, provided that the intended use of the rental item is not affected by this.

1.4. Employees of LUIBL who are not legal representatives or who have not been granted a power of attorney or sole power of attorney are not authorized to represent the company and are therefore not authorized to make or receive legally binding declarations on behalf of LUIBL or to amend or waive these terms and conditions. LUIBL has the right at any time to revoke or approve a declaration of intent made by a representative without authority to

represent. This applies accordingly to transport companies or other third parties commissioned by LUIBL in connection with the rental agreement. Any damage resulting from this shall be borne by the tenant.

1.5. If price-forming factors arise during negotiations on the conclusion of a rental agreement, LUIBL is entitled to adjust the contract price accordingly at any time.

1.6. For long-term rental agreements of more than one month, LUIBL is entitled to adjust the contract price if the calculation basis has changed significantly. To do so, LUIBL must provide the tenant with evidence of a price increase based on the company's internal calculations. Prices can be adjusted to the inflation rate determined by the Bundesbank if the rate increases by more than 2%.

If LUIBL does not disclose the calculation, the parties have the right to terminate the contract if the parties do not reach an agreement on the price adjustment in prior negotiations.

1.7. The daily rental prices apply – unless otherwise agreed – from Monday to Friday and are generally based on 8 hours of shift time. The weekly prices are based accordingly on 5 days of 8 hours of shift time. LUIBL will generously tolerate an extension of the daily shift time by up to a maximum of 9 hours. The usual working time is between 07.00 a.m. and 17.00 p.m. The weekly and monthly prices are generally based on the agreed daily shift time. The hourly price corresponds to the daily rental price divided by 8 hours. The daily rental price corresponds to the weekly price divided by 5 days.

1.8. Any times exceeding or deviating from those specified in point 1.6 must be agreed with LUIBL when the rental agreement is concluded. In this case, LUIBL is entitled to adjust the rental price in accordance with the additional use. If additional use is not agreed upon, LUIBL is entitled to demand a surcharge of 10% on the agreed rental price. This also applies in particular if it is determined after the rental agreement has ended that the specified times have been exceeded.

1.9. Unless otherwise agreed, all prices are exclusive of all costs incurred within the scope of the rental agreement (such as travel and accommodation costs, transport costs, cleaning, maintenance, operating materials, sales tax, costs of the annual inspection, duties and fees, etc.). All waiting, loading and unloading times as well as any times incurred for equipment instruction, assembly, etc. are to be borne by the tenant. If no fixed fee has been agreed, this will be calculated based on the actual expenditure incurred.

1.10. The rent is due in advance and without deductions, unless expressly agreed otherwise. The basis for calculating the rent, additional costs, special services or separate periods of use is the rent negotiated between the parties. Any special conditions negotiated lose their validity if the agreed rental period is exceeded or if the tenant defaults on payment and the usual billing rates for the respective rental object apply. In the cases mentioned, LUIBL is entitled to demand a surcharge of 10%.

1.11. The tenant assigns to LUIBL claims against his client, on whose behalf the rental property is used, in the amount of the agreed rent – less the deposit paid. LUIBL hereby accepts the assignment.

1.12. Subletting is generally prohibited for the tenant and is only possible after obtaining written consent from LUIBL. The tenant must provide LUIBL with all details of the intended subletting (tenant, location, reason for use, etc.) in writing.

1.13. The tenant is not authorized to transfer his rights and obligations under the rental agreement to a third party or to make the rental object available to a third party.

2. Start and end of the rental period / rental period / return of the rental property / assumption of risk

2.1. The rental period generally begins with the handover of the rental item to the tenant, but no later than the start of the agreed rental period. The handover of the rental item generally takes place during LUIBL's usual business hours. The day of collection or dispatch is considered the rental day. The tenant bears the risk for the time between the handover/delivery of the rental item and the agreed start of the rental period, unless the tenant has expressly objected in writing to delivery before the start of the rental period.

2.2. The shortest rental period is one day. Certain minimum rental periods apply to certain rental items. If the minimum rental period specified in the contract is not met, the landlord can demand a percentage surcharge on the rental price or demand the rental price for the entire specified minimum rental period. If no specific contract period was agreed in a contract, the rental agreement can be terminated by either party in compliance with the respective notice period. Ordinary termination is permitted (1) if the rent is calculated in days, on any day at the end of the following working day; (2) if the rent is calculated in weeks, no later than 3 days before the end of a billing week; (3) if the rent is calculated in months, no later than 2 weeks before the end of a billing month. The tenant must independently check the end of the rental period.

2.3. If the agreed rental period is exceeded or the property is put into operation before the agreed start of the rental period, the tenant owes the agreed daily rent or the daily rent calculated in accordance with section 1.6 for each calendar day. If the rental period is agreed in weeks or months, the daily rent calculated from this applies. If the rental property is returned before the end of the rental period without the prior written consent of LUIBL, the tenant remains obliged to pay the full rent.

2.4. The risk for the tenant ends with the proper return of the rental item to the LUIBL premises or the collection of the rental item by LUIBL, but at the earliest upon expiry of the agreed rental period. Returns must generally take place during LUIBL's normal business hours. After the rental period has ended, LUIBL is entitled to demand immediate return of the rental item.

2.5. The renter is obliged to notify the intended return of the rental item (release notification of the rental item) at least 48 hours in advance in writing or by email to vermietung@luibl-lift.com. If the appointment cannot be kept for reasons for which the renter is responsible, the rental period will be extended in accordance with the delay that occurs. If the rental item is not picked up by LUIBL at the agreed time, the renter is obliged to request collection by written request. If the rental item is to be picked up by LUIBL, the specified collection times are non-binding unless the parties have expressly agreed

otherwise. The renter's duty of care remains in place until the rental item is picked up. For the period between the end of the rental period and the return/handover of the rental item to LUIBL, the risk also remains with the renter.

2.6. The rental property is deemed to have been returned if it has been handed over to LUIBL in full (including accessories, keys, etc.) at the lessor's place of business or at another location agreed between the contracting parties, in compliance with section 6.7. LUIBL undertakes to inspect the returned rental property promptly and to send a preliminary damage report to the tenant. The tenant can request the preliminary damage report no earlier than one month after the rental property has been returned. After the tenant's written request, LUIBL has 14 days from receipt of the request to send the damage report. However, LUIBL remains entitled to assert all defects and damage present upon return of the rental property against the tenant at a later date (after 6 months at the latest). The tenant generally bears the burden of proof that the damage identified was not caused by him or during the rental period.

2.7. There may be a grace period of up to 5 days between the end of the rental period and the return of the rental property to LUIBL's premises. During this grace period, the tenant remains liable/at risk for the rental property.

2.8. When LUIBL collects the rental item, the rental item must be made available in a transportable condition, on level ground and easily accessible for the transporter. If this is not the case, LUIBL is entitled to demand an immediately payable contractual penalty of EUR 250,00, without prejudice to the right to claim the actual damage incurred instead. The renter is permitted to prove that no damage or significantly less damage than the flat rate was incurred.

2.9. Notwithstanding the above provisions, LUIBL is entitled to collect the rental item from the tenant or a third party at any time after the rental period has ended and to enter the tenant's/third party's property and drive transport vehicles onto it for this purpose. This applies in particular if the tenant or third party does not comply with LUIBL's request for return or if there is a risk of loss/deterioration of the rental item. The costs of collection are borne by the tenant in all cases.

3. Transfer of the rental property / notification of defects / delivery date / partial delivery

3.1. LUIBL provides the rented property to the tenant for the duration of the agreed rental period. LUIBL is entitled to exchange the rented property for a comparable, different rental property during the agreed rental period, provided that this does not affect the rental or intended use of the rented property.

3.2. LUIBL must hand over the rental item to the tenant in perfect, operational condition (in particular with a full tank or charged) and with the documents required for operation under German law. The relevant documents are generally handed over in German. The handover location must be easily accessible for the transport vehicle. In particular, the surface must be suitable for the safe unloading of the rental item. Any additional costs in connection with the handover of the rental item are at the tenant's expense.

3.3. The risk is transferred to the tenant upon collection or, if delivery has been agreed, upon dispatch of the rental item. The tenant is entitled to inspect the rental item before the start of the rental period and to examine it for any defects, provided that the rental item is located on LUIBL's premises. The tenant shall bear the costs of any inspection.

3.4. The tenant must ensure that a person authorized to receive the rental item is on site at the agreed delivery/collection date. LUIBL is entitled to request authorization to receive the item (power of attorney or similar) from a person appointed by the tenant. If the person appointed cannot provide proof of authorization to receive the item, LUIBL has the right to retain the rental item until proof is provided. The tenant bears the costs arising from this. In particular, LUIBL is entitled to invoice the delay as rental time with the corresponding daily rent.

3.5. Obvious defects that significantly affect the purpose of the rental cannot be complained about if they are not reported to LUIBL immediately, but no later than 24 hours after the inspection by the tenant. All defects present at the time of handover - even minor ones - must be reported to LUIBL immediately, but no later than 24 hours after the tenant becomes aware of them. The defects or the lack of defects must be noted on the consignment note or delivery note after the rental item has been examined. If the consignment note or delivery note is missing, the condition of the rental item must be recorded in writing on a document suitable for inspection and signed by the person authorized to receive the rental item. The tenant must take photographs to prove the defects, which can be used to prove the date and time of the photo. Any lack of proof is at the tenant's expense. Reporting of damages must be done via the email address schaden@lui-bl-lift.com.

3.6. Defects reported in a timely manner must be remedied by LUIBL immediately. The repair can also be carried out by the tenant after prior agreement with LUIBL; in this case, LUIBL also bears the costs of remedying the defect. The defect can also be remedied by LUIBL providing the tenant with a comparable replacement device (see section 3.1.). The tenant's obligation to pay is suspended during the period of remedying the defect or until the replacement device is made available.

3.7. If a delivery date is specified in the rental agreement or the order confirmation from LUIBL, this is non-binding. In particular, specifying a delivery date does not constitute an agreement for a relative or absolute fixed-term transaction within the meaning of Section 275 of the German Civil Code (BGB).

3.8. LUIBL is entitled to deliver the order in parts. Multiple deliveries can be invoiced individually.

4. Cancellation of the order / withdrawal / termination

4.1. The tenant is entitled to cancel the order in whole or in part up to 10 days before the acceptance/delivery date. After the expiry of the aforementioned period, cancellation of the order is no longer possible. The tenant then owes the total price agreed up to the end of the rental period, unless the tenant can prove that the damage incurred was less.

4.2. In the event of cancellation up to 10 days before the acceptance/delivery date, LUIBL reserves the right to charge the tenant a cancellation fee, which is calculated based on the time of cancellation as follows:

(1) If the cancellation occurs up to 30 days before the acceptance/delivery date, a cancellation fee of 60% of the net order volume will be charged.

(2) If the cancellation occurred between the 29th and the 15th day before the acceptance/delivery date, a cancellation fee of 70% of the net order volume will be charged.

(3) If the cancellation occurs between the 14th and 10th day before the acceptance/delivery date, a cancellation fee of 80% of the net order volume will be charged.

The tenant reserves the right to provide evidence that the damage incurred was less. If the rental period is not specifically agreed, the net order volume is based on the maximum agreed period (example: if the rental period is specified as “approx. 4 – 6 weeks”, the order volume is calculated based on a 6-week rental period). For an indefinite rental period, this period is 2 months.

4.3. Withdrawal from the rental agreement or termination before the end of the rental period is not permitted unless these are based on reasons for which LUIBL is solely responsible.

4.4. A rental agreement concluded for a specific rental period cannot be terminated by either party. The same applies to the minimum rental period within the framework of an agreement concluded for an indefinite rental period. After the minimum rental period has expired, the tenant can terminate the agreement concluded for an indefinite period in accordance with the statutory provisions. Clauses 2.2 and 2.5 apply accordingly.

4.5. LUIBL is entitled to terminate the contract without observing a period of notice if (1) the tenant makes changes to the rental property or does not use it for its intended purpose or at a different location; (2) the tenant is more than 14 days late in paying an amount due; (3) continuously violates obligations under clause 6; (4) after conclusion of the contract it is foreseeable that the tenant will not be able to meet its payment obligations (particularly in the event of insolvency); (5) the tenant otherwise culpably violates an essential provision of this contract.

In these cases, LUIBL can demand the rental property back immediately, have it collected at the tenant's expense and otherwise dispose of the rental property. LUIBL's claims arising from the rental agreement remain valid.

5. Security deposit

5.1. LUIBL may require the provision of a rental security (deposit) for the provision of the rental property. The amount of the deposit is determined when the rental agreement is concluded. The deposit serves to secure all claims arising from the contractual relationship. The deposit must be paid in accordance with the provisions of the rental agreement or order confirmation, but no later than when the rental property is handed over. LUIBL is not obliged to pay the deposit into a separate account. The deposit will be

refunded by LUIBL if the tenant has fulfilled all obligations arising from the rental agreement and the rental property has been returned to LUIBL in proper condition.

5.2. The tenant is not permitted to settle the rental claim by means of a deposit.

5.3. If the deposit is not paid on time, LUIBL is entitled to withdraw from the rental agreement and, if necessary, to demand compensation for any damage caused as a result. In addition, LUIBL can make the fulfillment of the rental agreement dependent on the payment of the deposit.

5.4. If the agreed rental period is extended, LUIBL is entitled to request an adjustment of the deposit and to make the contract extension dependent on this.

6. Tenant's obligations / liability for damages / total loss

6.1. The tenant is obliged to treat the rental item in accordance with the usage specifications and the rental purpose, to use it properly and only to use it at the agreed location/place of use. The tenant may not use the rental item outside of the agreed location or move it to a location other than the agreed location without prior written permission from LUIBL. A breach of this obligation will result in the loss of any existing insurance cover.

6.2. The renter must protect the rental property from excessive strain and carefully observe accident prevention and occupational safety regulations as well as all road traffic regulations at all times. This includes in particular operating the rental property with the fuels specified in the operating instructions (AdBlue, lubricants, oils, coolants, etc.) and checking the corresponding fill levels. The renter bears the costs for this during the rental period. In the winter months (November to March inclusive), the devices must be operated with winter diesel.

6.3. The renter is also responsible for ensuring that all persons entrusted with operating the rented equipment are personally and in accordance with their training (required age, driving license, certificates, technical knowledge, in particular operator's license for the respective machine, etc.) suitable to fulfill the above obligations. A breach of this obligation will result in the loss of any existing insurance cover. Any legal requirements (such as those of the trade association) for operating the rented machines must be observed (personal protective equipment belt requirement, stability, etc.).

6.4. The tenant is obliged to report all damage to the rental property to LUIBL immediately, at the latest 24 hours after becoming aware of the damage, and to await the relevant instructions from LUIBL. In principle, all necessary repair measures must be carried out by LUIBL or approved in writing. The rental property must be made available to LUIBL for inspections at first request and unhindered access to the rental property must be granted at all times. The costs for repair measures for which LUIBL is not responsible are borne by the tenant. Clause 7.2. must be observed.

6.5. In the event of damage, the tenant must immediately inform LUIBL in writing about the extent, circumstances and those involved/responsible. In the event of theft, deliberate damage by third parties or traffic accidents, the tenant must immediately report this to the police and provide LUIBL with proof of this.

6.6. The tenant must take suitable precautions to protect the rental property against the effects of the weather, against unauthorized access by third parties (theft, damage, etc.) and against other impairments. The tenant is particularly obliged to lock the rental property and, if possible, to secure it with additional measures (storing it, chaining it, etc.). A breach of this obligation will result in the loss of any existing insurance cover.

6.7. The tenant must return the rental item to LUIBL in an undamaged, clean, operational and fully fuelled/charged condition. If the condition deviates from this for reasons for which the tenant is responsible, LUIBL is entitled to restore the contractual condition at the tenant's expense. The tenant is also obliged to pay the agreed daily rent until the proper condition is restored and the rental item is ready for use again.

6.8. When carrying out rough work, the device must be adequately covered and protected from damage. This applies in particular to painting, welding and cleaning work. Sandblasting is strictly prohibited.

6.9. In the event that a repair is actually and economically possible, the tenant is obliged to reimburse the repair costs against invoice to LUIBL. If restoring the contractual condition is actually impossible or economically unreasonable or in the event of theft/loss, the tenant must reimburse the replacement value of the rental item at the regular market price. Alternatively, LUIBL is entitled to use the value report of a publicly appointed and sworn expert for the valuation of work machines as the basis for the compensation claim. LUIBL is also entitled to demand loss of use per day in the amount of the daily rental price until a replacement device is replaced.

6.10. Costs associated with special permits or official permissions for the use of the rental property are always borne by the tenant. The tenant must obtain all permits independently. This also applies if the rental property is used on the private property of a third party. In this respect, the tenant releases LUIBL from any claims by third parties.

6.11. When renting abroad, the renter is solely responsible for ensuring that the necessary permits are in place for the use of the rental item in accordance with the relevant national regulations. The costs for this are always borne by the renter. LUIBL machines are regularly inspected as part of the German UVV inspection. LUIBL does not carry out any further inspections, particularly under foreign law.

6.12 The tenant is not authorized to transfer or assign his rights and obligations under the rental agreement to a third party without the written consent of LUIBL.

6.13. The ownership notices on the rental property may not be removed or made illegible in any way. The renter must tolerate all advertising (prints or similar) from LUIBL on the rental property, provided that this does not restrict its intended use. The renter may not attach any other advertising or prints to the rental property. In the event of violations by the renter, LUIBL is entitled to demand an immediate contractual penalty of EUR 250,00. The renter can prove that the damage is less. Instead, LUIBL is entitled to restore the proper condition (up to and including repainting the device) at the renter's expense. In addition, LUIBL can demand compensation for further damage (due to loss of advertising or similar).

6.14. In the event of a widespread power failure (so-called blackout) at the location where the rental property is used, the tenant is not released from the obligation to pay the agreed rent. The same applies if the tenant has to stop work due to delivery bottlenecks or similar. Such failures are the sole risk of the tenant.

7. Maintenance and inspection / repair / malfunction / rental price reduction / telemetry / track and trace system

7.1. The renter bears all costs of daily maintenance that arise during the rental period. Daily maintenance includes in particular checking the fill levels (AdBlue, lubricants, oils, coolants, etc.) as well as simple technical repairs (e.g. replacing light bulbs, cleaning filters, topping up tire pressure). If damage occurs to the rental property due to the use of the wrong product, the renter always bears the costs of repairing this damage.

7.2. If LUIBL incurs additional costs due to services provided abroad, these additional costs will always be borne by the tenant. LUIBL will be released from the costs incurred by the tenant.

7.3. Deviating from the obligations in clause 6, the tenant must carry out repairs to the rental property immediately or have them carried out by a third party commissioned to do so if these are absolutely necessary to avoid greater damage or due to imminent danger to the rental property. If no original spare parts are fitted as part of a repair not carried out by LUIBL, these can be replaced by LUIBL at the tenant's expense.

7.4. LUIBL will remedy any faults that may occur in the rental property as quickly as possible. LUIBL may charge an appropriate surcharge for remedying a fault outside of normal business hours (on working days between 08.00 a.m. and 17.00 p.m.) and on non-regular working days and public holidays.

7.5. For rental items where the price is determined by weeks or months and a special price has been agreed with the customer, a reduction is excluded for a short-term downtime of the rental item of no more than one week. In these longer-term rental agreements, an arbitrary reduction in the rental price by the customer for short periods of downtime of the rental item is not provided for. For longer downtimes exceeding a week, the customer's right to a reduction remains. In any case, the right to a reduction is limited to the daily rental rate per day of downtime.

7.6. LUIBL may equip the rental items with a track and trace system, primarily for insurance reasons. A track and trace system is used to determine the exact location of the rental item. The system is primarily used to locate the rental item in the event of loss or theft. LUIBL is also entitled to use this system to determine the location in order to take back the rental item if the agreed rent is not paid or if the tenant otherwise seriously breaches the contract. The tenant hereby confirms that he agrees to the use of the system for the entire rental period. LUIBL undertakes to process the data obtained only for the purpose of processing the contract and to delete it immediately if there is no longer a legitimate interest in using the data. Monitoring the operating times of the rental item is also considered a legitimate interest in collecting and evaluating the data.

8. Tenant's default

8.1. If the tenant fails to collect the rental item, LUIBL is entitled to use the rental item for other purposes or to dispose of it. In this case, the tenant loses his right to fulfillment of the contract.

8.2. If purchase options have been agreed in relation to the rental property, these can no longer be exercised by the tenant if the rental payment is delayed for more than 14 days.

8.3. If the tenant is in default of payment of the rent and/or other services owed under the rental agreement in whole or in part and the arrears are not settled within 14 days of receiving a reminder from LUIBL, LUIBL is entitled to refuse or withhold the services owed to it under the contract until the tenant has settled the arrears. The tenant may be prohibited from further use of the rental property until the arrears have been settled. LUIBL is also entitled to demand the return of the rental property without prior notice or to take possession of it and to satisfy itself by using the rental property for other purposes. Clause 2.9 applies accordingly.

8.4. All claims to which LUIBL is entitled under the contract remain valid. However, amounts that LUIBL has earned or could have earned through other use of the rental property during the actual rental period will be deducted from these claims.

9. Liability damages / liability of the landlord / exclusion of liability / limitation period

9.1. The liability and third party liability risk for the use of the rental property is borne by the tenant. The tenant must take out appropriate insurance and is obliged to provide proof of appropriate insurance for the entire rental period upon request from LUIBL. The tenant indemnifies LUIBL against all claims by third parties as well as claims by the tenant's own employees in connection with the operation of the rental property, unless the damage is due to a fault on the part of LUIBL.

9.2. If LUIBL is liable, the amount of liability is limited to direct damages. LUIBL is expressly not liable for consequential damages, in particular indirect damages, loss of profit or turnover, damages due to operational stagnation, fines or compensation owed to third parties, reduced goodwill or damages caused by auxiliary persons and/or third parties that LUIBL has engaged to execute the rental agreement. LUIBL is also not liable for damages caused by the improper functioning of equipment, software, data files, registers or other items used by LUIBL to execute the rental agreement.

9.3. If LUIBL is liable for damages suffered by the tenant due to an attributable inadmissibility of LUIBL due to a breach of a contractual obligation, LUIBL shall be liable for such damages, but only up to the amount that would be paid under LUIBL's commercial liability insurance in the relevant case.

9.4. In the event of liability due to delay by LUIBL, the liability amount is limited to the amount of the daily rent agreed for each working day.

9.5. Other liability claims of the tenant are excluded. This exclusion of liability does not apply

(1) for damages to the tenant or to third parties included in the scope of protection of the contract resulting from injury to life, body or health;

(2) for other damages suffered by the tenant or third parties included in the scope of protection of the contract, which are based on a grossly negligent or intentional breach of duty by LUIBL;

(3) in the case of mandatory statutory liability provisions, in particular under the Product Liability Act;

(4) in the event of a guarantee being provided by LUIBL.

9.6. The above exclusions/limitations of liability also apply to claims against employees and vicarious agents of LUIBL.

9.7. The claims of a commercial customer expire after twelve months from the date on which the respective claim arises. This reduction in the limitation period does not apply

(1) for damages to the tenant or to third parties included in the scope of protection of the contract resulting from injury to life, body or health;

(2) for other damages suffered by the tenant or third parties included in the scope of protection of the contract, which are based on a grossly negligent or intentional breach of duty by LUIBL;

(3) in the case of mandatory statutory liability provisions, in particular under the Product Liability Act;

(4) in the event of a guarantee being provided by LUIBL.

10. Tenant's liability / Own insurance / Obligation to provide evidence / Third party liability insurance / Machinery breakdown insurance / Subsidiary cover

10.1. The tenant is liable for the operational risk arising from the rental property, unless this is due to a defect in the rental property for which LUIBL is responsible. The tenant is liable for damage to the rental property, loss or a breach of the rental agreement in accordance with the general liability rules. The tenant must take out appropriate insurance - unless there is liability insurance in accordance with 10.6. - and is obliged to provide LUIBL with proof of insurance for the entire rental period by presenting the insurance certificate (insurance policy) or a form provided by LUIBL, which must be signed and stamped by the insurance company. The tenant bears the sole risk for damage to the rental property itself.

10.2. In the event of theft/loss or total economic loss due to damage to low-value assets, in particular small equipment, scaffolding components or similar, the tenant must pay the replacement value plus any loss of use. The tenant reserves the right to prove that the damage incurred was less.

10.3. If the rental item is found or returned in the event of theft or loss, the tenant remains obliged to pay the rental price until the item is returned. Any compensation already paid by the tenant will be offset against this amount. Any loss of value or damage to the item must be fully compensated.

10.4. If the tenant has caused the damage through negligence, he remains obligated to reimburse all other costs, expenses and losses associated with the damage, such as expert assessment, return and clean-up costs, loss of sales and profits, legal costs and statutory interest.

10.5. If third parties make claims against LUIBL for compensation for personal injury or property damage that are attributable to the fault of the tenant, the tenant shall indemnify LUIBL from these claims.

10.6. All motor vehicles registered for road traffic and self-propelled work machines and forklifts that do not require registration and have a maximum permissible speed of more than 20 km/h are insured against liability in accordance with statutory provisions. Damage to the rental property itself is not covered by this and must always be borne by the tenant. The excess agreed with the liability insurance of at least EUR 3.000,00 and in the case of damage to paved areas, green spaces (e.g. plants, lawns, etc.) of EUR 5.000,00 must also always be borne by the tenant.

10.7. Self-propelled work machines and forklifts with a maximum speed of up to 20 km/h that do not require registration are not covered by liability insurance. In the event of damage to these rental items, the renter bears the sole risk.

10.8. The tenant is obliged to limit his own liability risk by taking out machinery breakdown insurance, unless damage to the rental object itself is covered by the tenant's own insurance, which is at least equivalent in type and scope to the machinery breakdown insurance. The tenant must provide evidence of the type and scope of insurance cover before concluding the rental agreement. In the event of taking out machinery breakdown insurance, the following applies in part:

(1) The tenant is released from liability towards LUIBL to the extent of the general ABMG (General Conditions for Machinery and Hull Insurance for Mobile and Transportable Equipment) applicable at the time of conclusion of the contract. In addition to the tenant, the authorized user of the rental property is also released from liability.

(2) Within the scope of this machine breakdown insurance, a minimum deductible of EUR 3.000,00 per device and per damage event is agreed upon by the renter. For larger devices, the deductible is generally EUR 5.000,00 to EUR 10.000,00. These amounts can be deviated from by a different agreement in the order confirmation. The renter is released from liability for any damage exceeding this amount within the scope of the insurance.

(3) In the event of theft or loss, a deductible of 20% of the new value is agreed. In the event of theft or loss of a rental item worth less than EUR 10.000,00, a deductible of EUR 3.000,00 is agreed. In the event of embezzlement, a deductible of 35% of the new value is agreed in any case.

(4) Within the scope of this machinery breakdown insurance, the lessee is also liable if he or an agent caused the damage through gross negligence or intent. In these cases, the insurance cover is cancelled.

(5) However, the renter is liable for all damages incurred if he does not report the damage to LUIBL on time and/or incompletely and/or with false information, or if he or his vicarious agents leave the scene of the accident without permission, fail to call the police in the event of an accident or provide false information about the course of events, insofar as this affects the legitimate interests of LUIBL and the breach of duty is based on gross negligence or intent. In the event of gross negligence, the renter remains exempt from liability if the breach of duty had no influence on the settlement of the damage case.

(6) Damage to tires, forks or other attachments is excluded from the liability exemption.
(7) Damage to the rental property occurring outside the rental period is not covered by the liability exemption.

(8) The exemption from liability does not apply if the damage is covered by another insurance policy of the tenant. If the tenant can claim compensation from another insurance policy in the event of an insured event, this takes precedence over the obligation to pay under the machine breakdown insurance (subsidiary cover). This also applies if another third party has to pay for the damage that has occurred. Coverage of the damage from other insurance policies of the tenant also takes precedence if these insurance policies also contain a subordinate liability clause.

(9) Further information on the liability exemption will be made available to the renter by LUIBL upon request. In principle, the General Conditions for Machinery and Hull Insurance of Mobile and Transportable Equipment (ABMG) apply. These are also available on the website of the General Association of German Versicherungswirtschaft eV (GDV). LUIBL assumes no responsibility for the completeness and validity of these conditions.

10.9. In the event of damage, the tenant shall be solely responsible

(1) all damages that occur because the driver caused the damages while under the influence of alcohol and/or drugs;

(2) without exception all damage to underground or above-ground pipes, cables, ducts, shafts, etc., and any consequential damage caused thereby;

(3) all damage caused by improper use (e.g. racing, rallies, speed competitions, skill driving, etc.);

(4) without exception the risk of injury and material and non-material damage to the driver and any passengers;

(5) damage to property and other equipment rented by the tenant;

(6) all damages caused to the property of the tenant or his client in the course of the work;

(7) any damage to the load and/or cargo.

11. Applicable law / Place of performance and jurisdiction / Written form clause / Severability clause

11.1 The legal relationship between LUIBL and the tenant is governed exclusively by German law, unless mandatory provisions conflict with this. The contract language is German.

11.2. The place of performance and exclusive jurisdiction - also for actions in documentary and bill of exchange proceedings - is, insofar as the contractual partner is a commercial customer, a legal entity under public law or a special fund under public law, for both parties and for all claims, the head office of LUIBL in Passau in the Federal Republic of Germany.

11.3. Any deviating or supplementary provisions of this contract must be in writing. This also applies to the waiver of this written form clause. There are no oral side agreements to this contract at the time of conclusion of the contract.

11.4. If individual provisions of this contract are invalid or unenforceable in whole or in part, the remaining provisions of these General Terms and Conditions shall not be

affected. In this case, the contracting parties undertake to negotiate a replacement provision that most closely corresponds to the provision to be replaced in legal and economic terms.

Part II

Supplementary provisions: Posting / placement of operating personnel / Atex / Security interest / contract for the benefit of third parties

1. Deployment / placement of operating personnel

1.1. At the request of the tenant, LUIBL can assign an employee to operate and manage the rental property. This generally requires the conclusion of a separate written contract. The assignment of operating personnel does not release the tenant from his obligations set out in Part I.

1.2. LUIBL operating personnel may only be used to operate the rental property. The tenant is liable for any damage caused to LUIBL as a result of the tenant violating this provision.

1.3. The operating personnel sent are not vicarious agents of LUIBL and only work on the instructions of the tenant (binding on instructions). LUIBL is not liable for any negligence on the part of the operating personnel. The tenant is obliged to insure the operating personnel with appropriate liability insurance. Otherwise, the tenant bears sole liability.

1.4. If operating personnel are provided, the rental items in question may only be operated by the operating personnel sent. The tenant must take all necessary and reasonable measures to ensure this.

2. Atex / Material

2.1. LUIBL ensures that the rental items covered by the “Atex-95 Directive” (Directive 94/9/EC) comply with the minimum requirements of the directive and provides the tenant with the necessary information regarding the safety qualifications to be observed.

2.2. The tenant is responsible for compliance with the aforementioned directive (as well as the follow-up directive Atex 2014/34/EU) as well as the relevant legal, official and professional association requirements in connection with the handling of machines and work equipment with a risk of explosion.

2.3. The tenant bears sole responsibility in this respect and fully indemnifies LUIBL from all consequences of any violations hereof.

3. Transfer of ownership by way of security / contract in favour of third parties

3.1. The tenant is advised that the rental object may be owned by a third party. In particular, the rental object may be pledged to a third party in order to fulfil any obligations of LUIBL relating to the financing of the rental object.

3.2. The tenant undertakes to return the rental property to the third party (owner/secured owner) or to a third party authorized by the third party at the first request, without the tenant being able to invoke a right of possession. The existing rental agreement expires upon return. In this case, LUIBL is entitled to offer the tenant a replacement for the rental property that has been returned. Any advance rental payment made must be refunded by LUIBL, calculated from the day of return.

3.3 The tenant is obliged to make the rented property available for inspection if the owner requests it.

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