General Terms of Hire

of TERBERG Spezialfahrzeuge GmbH

1. Subject of contract, application of General Rental Terms, short-term rentals

1.1 By the Hire Contract, the Hirer agrees to rent from the Owner TERBERG Spezialfahrzeuge GmbH the rental vehicle specified in the Hire Contract (**"Vehicle"**) in accordance with the terms of the Hire Contract and these General Terms of Hire (**"General Rental Terms"**).

1.2 These General Rental Terms apply only where the parties did not agree otherwise in the Hire Contract; in particular, diverging terms agreed in any hire contracts concluded expressly for short-term rentals take precedence over these General Rental Terms. Furthermore, any agreements negotiated individually with the Hirer always take precedence over these General Rental Terms.

2. Conclusion of contract, binding effect of Rental Application, credit report, written form

2.1 By the written Hire Contract signed by the Hirer (**"Rental Application"**), the Hirer submits an offer to conclude a Hire Contract with the Owner. The Hire Contract takes effect upon the Owner's acceptance in writing of the Rental Application but at the latest upon the delivery of the Vehicle to the Hirer. The Hirer remains bound by the Rental Application for four weeks. The period commences upon the Owner's receipt of the Rental Application.

2.2 At the Owner's request the Hirer, in connection with the Rental Application, shall provide all information required to assess the Hirer's creditworthiness and shall submit proof of the Hirer's income and financial circumstances.

2.3 All agreements made prior to or at the time of the conclusion of the contract shall be set forth in writing to become effective (letter, fax or email, hereinafter **"in writing"**). This includes side agreements and covenants. Any changes to the contract, including but not limited to the termination of the Hire Contract by mutual agreement, shall be set forth in writing.

3. Security deposit

If the Hirer is required by the Hire Contract to pay a security deposit, the amount of the security deposit falls due upon the conclusion of the contract and shall be transferred to the Owner without delay to a bank account specified by the Owner. The Owner will not pay interest on the security deposit. The Owner is under no obligation to keep the security deposit separate from the Owner's assets.

4. Delivery, cost of transport, delivery dates and times, late delivery, force majeure

4.1 The Vehicle shall be delivered to the Hirer at the Owner's registered office. Where it has been agreed that the Owner will dispatch the Vehicle from the delivery location to the agreed site of use, the transportation (including loading and unloading) shall be undertaken by a carrier commissioned by the Owner at the cost agreed by the Hirer and the Owner. Upon the actual receipt of the Vehicle, the Hirer shall without delay confirm delivery to the Owner in writing on a delivery record.

4.2 Except where the delivery date or delivery period agreed in the Hire Contract is expressly referred to as binding, the delivery date or delivery period shall be non-binding. Delivery periods commence upon the conclusion of the contract.

4.3 Four weeks after a non-binding delivery date or delivery period has been exceeded, the Hirer may request the Owner to make delivery. On receipt of this request the Owner will be late with the delivery if the Owner is responsible for exceeding the date or period. If, in the event of a delay in delivery, the Hirer wishes to withdraw from the contract and/or claim damages instead of performance, the Hirer, upon occurrence of the delay, must give the Owner notice in writing, setting a reasonable period of no less than two weeks. No such deadline has to be set if it may be waived under applicable law.

4.4 The Owner's liability for damages based on late delivery is governed by section 12 of these General Rental Terms.

4.5 In any event of force majeure or other unforeseeable circumstances affecting the Owner or its suppliers, for example lawful strike or lockout, plant shutdown ordered by authorities, operational disruptions, epidemic, pandemic, etc., which temporarily prevent the Owner through no fault of its own or attributable to it from delivering the Vehicle by the date or within the period agreed with or without binding effect, these dates/periods will be extended by the duration of the interference caused by these circumstances. If any such interference delays performance by more than four months, both parties may withdraw from the contract. Nothing in this shall prejudice any statutory rights of withdrawal as may exist.

5. Contract start date, default in acceptance, damages for withdrawal due to default in acceptance

5.1 The Hire Contract commences on the day of delivery of the Vehicle to the Hirer as described in section 4.1, however, failing delivery, no later than 14 days after receipt of the notice that the Vehicle is ready for delivery unless delivery fails for reasons within the Owner's control; nothing in this shall prejudice any further claims the Owner may have in the event of default in acceptance.

5.2 If the Hirer is in default of acceptance the Owner may either insist on performance or withdraw from the Hire Contract and claim damages for non-performance, after unsuccessfully granting the Hirer 14 days' additional respite for taking delivery of the Vehicle; no such additional respite has to be granted if the Hirer expressly and finally refuses to take delivery or if the Owner is no longer interested in the fulfilment of the Hire Contract as a result of the default. The damages due amount to 20% of the total rental charges for the term agreed in the Hire Contract (exclusive of additional charges for insurance and/or public road use approval of the Vehicle provided by the Owner and exclusive of statutory taxes). The Owner may prove that a higher loss has occurred while the Hirer may prove that the loss incurred is lower.

6. Rental charges, agreed number of operating hours, electronic billing, payment terms, late payment, adjustment of rental charges

6.1 In return for the transfer of the Vehicle for use, the Hirer shall pay the rental charges agreed in the Hire Contract including any additional monthly fees and charges as may have been agreed in the Hire Contract (for example for insurance or public road use approval of the Vehicle provided by the Owner) (the term "rental charges" as used below includes any such additional fees and charges).

6.2 The rental charges include the annual number of operating hours agreed in the Hire Contract. The Hirer shall report the current number of operating hours to the Owner at the end of each contract year and, upon request, allow the Owner to verify the operating hours. If the agreed annual number of operating hours is exceeded, the Owner may additionally charge the excess operating hours for the current contract year at the price agreed in the Hire Contract. If the term of the Hire Contract is shorter than one year or if the Hire Contract ends during a contract year for other reasons, the excess operating hours will be determined and calculated on a prorated basis. The claim for remuneration of the excess operating hours falls due upon invoicing. Any refund or credit for unused operating hours included in the rental charges during the term or at the end of the Hire Contract is excluded. The Owner's claim for remuneration of excess operating hours becomes time-barred within the statutory period, provided that the claim will become time-barred no earlier than six months after the Vehicle has been returned to the Owner.

6.3 The rental charges shall be billed to the Hirer for each calendar month at the beginning of the month and are due for payment within 7 days after the invoicing date. If the Hire Contract starts after the beginning of a calendar month, the fees for the time until the first of the following month will be 1/30 of the agreed monthly rental charges per day and are due for payment at the start of the Hire Contract and upon invoicing. If the Hire Contract ends during a calendar month the fees for that month will be 1/30 of the agreed monthly rental charges per day as well.

6.4 The Owner may transmit its invoices to the Hirer electronically. The Owner is not obliged to use any invoicing portals provided by the Hirer.

6.5 The rental charges and all other sums owed by the Hirer in connection with the Hire Contract will be collected when due by means of the SEPA Direct Debit scheme agreed in the Hire Contract, free of postage and expenses; the Hirer shall issue an appropriate direct debit mandate to the Owner. Where payment by bank transfer has been agreed, the rental charges and other sums due shall be transferred by their due date to one of the specified Owner bank accounts, free of charges for the Owner; the date on which the payment is credited to the Owner's bank account determines whether the payment is on time.

6.6 In the event of late payment the Hirer shall pay the statutory interest on late payment and the statutory late fees; the Owner reserves the right to assert further statutory rights and remedies based on late payment.

6.7 The Owner in the event of any increase in costs may, and in the event of any reduction in costs must, adjust the rental charges and the price of additional operating hours by way of a unilateral specification of performance at its reasonably exercised discretion (Sec. 315 BGB), to reflect the development of costs, for example of wages, salaries, spare parts, machinery breakdown and third party liability insurance, value-added tax and motor vehicle tax. Any increase of the rental charges and of the price of additional operating hours must not serve the purpose of generating additional profit and is only permitted in the event of cost increases that are not offset by cost reductions in other areas. If an increase of the rental charges or of the price of additional operating hours has been agreed in the Hire Contract, an increase furthermore is only permitted if the increase in costs exceeds the agreed increase. An adjustment may for the first time be made with effect of the beginning of the second contract year and shall take effect in relation to the Hirer on the day indicated by the Owner, however, in the event of an increase, no earlier than one month after the Hirer's receipt of the adjustment notice. In exercising its reasonable discretion, the Owner will choose the timing of any change of the rental charges and price of additional operating hours such that cost reductions are not implemented on terms less favourable for the Hirer than cost increases.

7. Maintenance Agreement (*Service Plus / Service Ultimate*), Hirer's obligation to cooperate

7.1 The Owner shall provide the Maintenance Agreement Service Plus or Service Ultimate as agreed in the Hire Contract, subject to the below terms and conditions of this section 7.

7.2 ***Service Plus***: In coordination with the Hirer, the Owner shall perform all maintenance work in compliance with the manufacturer's maintenance recommendations and instructions and within the maintenance intervals recommended by the manufacturer, as well as the annual UVV inspection (inspection required by accident prevention regulations). The UVV inspection will only be performed in combination with any maintenance due or with repairs, where such services are provided under the Hire Contract, in particular as part of any agreed Maintenance Agreement Service Ultimate, or on the basis of a separate agreement; there will be no UVV inspection outside of

maintenance or repair services. Subject to section 7.4, the Maintenance Agreement Service Plus includes the replacement of filters, V-belts, wiper blades, auxiliary materials and incidentals (for example oil/grease, cleaning materials) and defective lamps (except complete lighting systems, for example LEDs), as required.

7.3 ***Service Ultimate***: In addition to the services listed in section 7.2 and subject to section 7.4, the Owner shall remedy all faults caused by normal wear and tear based on the due and proper use of the Vehicle, of the following parts:

(a) all moving parts of the brake system, in particular but not limited to brake pads, brake drums, brake disks, brake shoes and brake cylinders,

(b) spring-type cylinders, membrane-type brake cylinders,

(c) air valves, air bellows,

(d) leaf springs and axle suspensions,

(e) electrical system, starter batteries, generator, starter, cable harnesses, switches and headlights,

(f) hydraulic system,

(g) fifth-wheel coupling and bearing,

(h) hoists and sliding plates, as well as

(i) engine, transmission and axles.

7.4 **The Maintenance Agreement *Service Plus* and *Service Ultimate* do not include any repairs and replacements in connection with the following damage and resulting faults:**

(a) damage and faults caused by accidents and other extraneous factors, in particular but not limited to glass breakage of windows, headlights, lamps and mirrors caused by external impact, as well as damage to hydraulic lifting and steering cylinders caused by extraneous factors,

(b) tyre wear and other damage to tyres and wheel rims,

(c) damage and faults caused by improper operation or excessive use, in particular damage to switches and controls caused by improper operation,

(d) torn spiral air hoses and lines as well as broken compressed air coupling heads,

(e) defective lamps outside of the maintenance intervals,

(f) damage and faults caused by the Hirer's use of objects obviously in need of repair or installation of third party or accessory parts not approved or recommended by the manufacturer/importer, whether or not the Owner consented to the installation, and

(g) other damage and faults not caused by normal wear and tear based on due and proper use, in particular but not limited to damage and faults caused by a breach of the Hirer's obligations set out in section 8.1.

In cases of doubt, the Hirer bears the burden of proof that the specific damage or fault is not a damage or fault described in this section 7.4.

7.5 The Maintenance Agreement *Service Plus* and *Service Ultimate* do not include any running operating costs of the Vehicle (for example for fuel, lubricants, cleaning, coolants and wiper fluids).

7.6 The Owner shall provide the maintenance services and – within a reasonable period of time after a fault was reported – repair services under this section 7 Monday to Friday (except public holidays at the Owner's registered office and at the site of use), between 7 a.m. and 5 p.m. at the agreed site of use of the Vehicle. The reasonable time period for providing repair services includes the time required for ordering replacement parts. The Owner may, but is not obliged to, fulfil its obligations of repair by providing to the Hirer a replacement equivalent to the Vehicle.

7.7 The Hirer shall make available the Vehicle to the Owner's mechanics in an appropriate workspace at the site of use for performing the Maintenance Agreement *Service Plus* or *Service Ultimate*. Where this is not possible, any required low-bed transportation and the usage of a third party workshop will be billed separately. While the Owner's customer service personnel is present, the Hirer shall keep a representative available at the agreed site of use of the Vehicle. Where the customer service personnel is unable to perform the work at the Hirer's site at all or in a timely manner for reasons within the Hirer's control, or if the Vehicle is not at the agreed site of use, the Hirer shall reimburse the Owner for any additional costs as may be incurred; nothing in this shall prejudice any further claims the Owner may have.

7.8 The Owner may subcontract the services owed in connection with the Maintenance Agreement *Service Plus* or *Service Ultimate* to a suitable third party company and have the services provided by that third party company.

8. Hirer's use of the Vehicle, Hirer service obligations, public road use approval, operating costs, fittings and alterations, Owner inspections, telematics

8.1 The Hirer shall handle the Vehicle properly and with care as well as in compliance with the instructions in the manufacturer's operating manual, and arrange for the Vehicle to be regularly cleaned and cared for in accordance with the manufacturer's operating manual. In particular, the Hirer shall ensure that the operators subject the Vehicle to the following inspections and maintenance on a daily basis and prior to the beginning of every shift:

(a) checking and where necessary replenishing the levels of oil, coolant and water,

(b) general functionality test,

(c) checking that wheel nuts are tight. In addition, after every tyre change the wheel nuts shall be retightened with the proper torque after eight operating hours of driving.

The Hirer shall without delay report to the Owner in writing any anomaly observed during the Hirer's inspections or the use of the Vehicle (for example excessive wear and tear or apparent technical defects or damage), in order to prevent further damage.

8.2 <u>The Hirer further shall</u>

(a) only use the Vehicle at the location agreed in the Hire Contract; the Vehicle may only be used at other locations with the Owner's express consent. The Owner shall consent to the use of the Vehicle at any other locations specified by the Hirer unless there are objective reasons to refuse such consent.

(b) have the Vehicle used only by the Hirer's own, properly qualified staff holding a valid driving license as required to operate the Vehicle.

(c) when not in operation, safely park the Vehicle and properly protect the Vehicle including vehicle keys and registration documents, if applicable, against unauthorised use.

8.3 Subject to any maintenance and repairs to be conducted by the Owner under a separate agreement as set out in section 7 the Hirer, at the Hirer's initiative and costs, shall professionally perform or have performed all maintenance work in compliance with the manufacturer's maintenance recommendations and instructions and within the maintenance intervals recommended by the manufacturer, including any UVV inspections due. The Hirer shall professionally replace any wear parts in need of replacement (in particular but not limited to filters, V-belts, wiper blades), at the Hirer's expense.

8.4 Subject to section 7, the Hirer shall bear the running operating costs of the Vehicle for the term of the Hire Contract (for example fuel, oil/grease, cleaning).

8.5 <u>The Hirer shall not</u>

(a) use the Vehicle to transport highly flammable, toxic or otherwise hazardous materials, except under a separate agreement with the Owner,

(b) sell, give away, pledge, transfer by way of security or otherwise transfer to third parties for use or allow third parties to use, the Vehicle. In particular, without the Owner's express prior consent the Hirer shall not sublet the Vehicle or transfer the Vehicle to a third party for use under a hire contract. The Owner's refusal to give consent shall not authorise the Hirer to rescind the Hire Contract with the Owner. The Hirer herewith assigns to the Owner, and the Owner accepts the assignment of, any claims the Hirer may have when transferring the Vehicle to a third party for use with or without the Owner's consent, in the amount of the Owner's claims arising from the Hire Contract with the Hirer.

8.6 The Hirer may only use the Vehicle on public thoroughfares or restricted public thoroughfares if the Hirer holds the required approval under the German Road Traffic Licensing Regulations (Straßenverkehrs-Zulassungs-Ordnung, StVZO). Unless agreed otherwise, the Hirer is the keeper within the meaning of road traffic legislation and has sole responsibility for obtaining the approval within the meaning of the StVZO and for taking out any third party liability insurance as may be required by law, and shall bear the related costs (including motor vehicle taxes). It is the Hirer's responsibility to comply with any applicable rules of operational safety and road safety, in particular of the Road Transport Act (Straßenverkehrsgesetz, StVG), the Road Traffic Regulations (Straßenverkehrs-Ordnung, StVO) and the StVZO. The Hirer is liable to the Owner for any cautionary fines, fines and penalties resulting from culpable actions or noncompliance with legal provisions by the Hirer or by any third party to which the Hirer transferred the Vehicle for use.

8.7 The Hirer may only install fittings and make alterations not serving to preserve or repair the Vehicle, with the Owner's express prior consent. Any fittings installed by the Hirer become the Owner's property when the Vehicle is returned, without compensation, unless the Owner consented to the fittings and an increase in value of the Vehicle remains at the time it is returned. However, the Hirer may remove any fittings installed by the Hirer at the end of the contract, provided that the original condition is restored. At the Owner's request, the Hirer shall restore the original condition at the Hirer's expense at the end of the contract unless the Owner has expressly waived this right.

8.8 The Owner may view and inspect the Vehicle at any time during normal business hours, subject to prior notice. The Hirer shall affix a notice to a clearly visible place of the Vehicle indicating that the Vehicle is not the Hirer's property.

8.9 The Vehicle is equipped with a telematics system allowing the Owner to collect and analyse various kinds of data relating to the vehicle and the performance (location data, driving times and various kinds of vehicle condition data). The data does not qualify as personal data for the Owner within the meaning of the data privacy regulations. The Owner does not receive any information allowing the Owner to identify individual drivers.

9. Reporting of damage, special termination right in the event of damage

9.1 Any damage or loss shall be reported to the Owner in writing without delay.

9.2 In any event of accidental perishing, loss or total loss of the Vehicle, the Hirer may only terminate the Hire Contract after having unsuccessfully requested the Owner in writing and by granting a reasonable additional respite of no less than four weeks, to provide an equivalent replacement to the Hirer. In any event of accidental perishing or loss or accidental damage the Owner may, but is not obliged to, provide a replacement.

10. Machinery breakdown insurance taken out by Hirer/Owner, insurance certificate, reporting and settlement of insured damage and losses, assignment of claims against insurers or third parties, including the Vehicle in Hirer's business liability insurance

10.1 Where it has been agreed that the Hirer is responsible for insuring the Vehicle, the insurance shall be compliant with the following terms and conditions:

(a) The Hirer shall, at the Hirer's expense, take out machinery breakdown insurance for the Vehicle with an insurer having its registered office and business operations within the European Economic Area, for the time from the delivery of the Vehicle until its actual return and in the amount of the Vehicle's value as specified by the Owner. The insurance shall safeguard the interests of the Hirer as well as of the Owner (insurance for third-party account, Sec. 43 ff. German Insurance Contracts Act [Versicherungsvertragsgesetz, VVG]) and provide insurance cover conforming to the General Terms and Conditions for the Machinery and Comprehensive Insurance of Mobile or Transportable Machinery (ABMG) of the German Insurance Association (GDV) as applicable at the time of the conclusion of the Hire Contract. Any maximum excess as may have been agreed in the Hire Contract may not be exceeded.

(b) Within four weeks after the delivery of the Vehicle, the Hirer shall submit to the Owner the original insurance certificate of the insurer as shown in the schedule to the Hire Contract. If the Hirer fails to submit the insurance certificate to the Owner within this period and if the Owner has granted the Hirer 14 days' additional respite without result, the Owner will insure the Vehicle with retroactive effect of the date of delivery. In this case, the rental charges will increase by the amount agreed in the Hire Contract, with retroactive effect of the date of delivery and until the insurance certificate is submitted. If the Hirer submits the insurance certificate including cover note effective at the date of delivery of the Vehicle within three months after delivery, the costs of the insurance taken out by the Owner will be credited to the Hirer with retroactive effect of the date of delivery; there will be no such retroactive crediting of the costs if the insurance certificate is submitted later.

(c) Any circumstances arising later that adversely affect the insurance cover set out in the insurance certificate shall be reported to the Owner without delay.

(d) Upon request, the Hirer shall submit a current proof of insurance to the Owner for the duration of the Hire Contract.

10.2 Where it has been agreed that the Owner is responsible for insuring the Vehicle, the Owner shall take out insurance that safeguards the interests of the Hirer (insurance for third-party account, Sec. 43 ff. VVG) as well as of the Owner and provides insurance cover conforming to the General Terms and Conditions for the Machinery and Comprehensive Insurance of Mobile or Transportable Machinery (ABMG) of the German Insurance Association (GDV) as applicable at the time of the conclusion of the Hire Contract.

10.3 The Hirer shall fulfil the obligations incumbent on the Hirer under the insurance contract concluded by the Hirer or by the Owner.

10.4 The settlement of damage and losses shall be governed by the below terms of this section 10.4:

(a) The Hirer shall report any damage or loss to the Owner and to the insurer in writing without delay.

(b) If the Hirer has taken out the insurance the Hirer, in coordination with the Owner, shall duly settle the claim in relation to the insurer. If the Owner has taken out the insurance, the Hirer shall support the Owner in the claims settlement where possible and reasonably acceptable for the Hirer, deliver and undertake all statements and actions required to successfully enforce the claims against the insurer, and grant any required authority. Without the Owner's express prior consent, the Hirer may not admit any liability to the insurer or conclude any settlement in connection with the claims adjustment.

(c) Where the Hirer is responsible for any damage to or loss of the Vehicle under the Hire Contract and these General Rental Terms, the Owner shall provide any insurance payments received for the particular damage or loss to the Hirer for the purpose of remedying the damage or procuring a replacement. This does not apply where the Owner has notified the Hirer in due time prior to the removal of damage or procuring of a replacement that the Owner will arrange for the removal of the damage or procurement of a replacement. Furthermore, the Owner will apply any insurance payments received against any payment obligations of the Hirer, for example if a decrease in value remains after repair. Any excess included in the insurance shall be borne by the Hirer within the limits of the Hirer's liability.

(d) Where the Hirer is responsible for any damage to or loss of the Vehicle under the Hire Contract and these General Rental Terms and is entitled to claims against an insurer or a third party with a view to the damage or loss, the Hirer agrees to assign these claims to the Owner on account of performance at the Owner's request. In that event it is on the Owner to further pursue the assigned claims and the Owner agrees to take action against the insurer or third party with reasonable care and diligence and with priority. The Hirer shall deliver and undertake all statements and actions required to successfully enforce the claims against the insurer or third party, and grant any required authority.

10.5 Unless agreed otherwise the Hirer further agrees to include the Vehicle in the Hirer's business liability insurance with reasonable coverage, in particular for the event of accidents at work within the Hirer's business operations.

11. Liability for defects, setoff, withholding right

11.1 The Owner's liability for defects of the Vehicle shall be governed by the applicable laws as amended by the above section 7 (Maintenance Agreement *Service Plus* or *Service Ultimate* offered by the Owner), section 8.3 (Hirer's service obligations) and the terms of this section 11. Nothing in this shall prejudice any rights and remedies in law relating to defects that the Owner has fraudulently concealed.

11.2 The Hirer shall without delay report to the Owner in writing any defects as may occur during the term of the Hire Contract, and have any remedial work owed by the Owner under the Hire Contract carried out by the Owner without delay. The Owner may, but is not obliged to, remove any defect by exchanging the Vehicle for an equivalent replacement.

11.3 Any fault to be remedied by the Owner as part of the Maintenance Agreement *Service Plus* or *Service Ultimate* shall not entitle the Hirer to reduce the rental payments if the fault is remedied within a reasonable response time as set out in section 7.6.

11.4 Claims for damages based on defects shall additionally be governed by section 12 below.

11.5 Any setoff by the Hirer, including against the rental charges, is permitted only on the basis of claims that are undisputed, are ready for judgment or have been established by final enforceable judgment. The Hirer has the right to withhold performance, including with a view to the rental charges, only if the Hirer's claim derives from the Hire Contract, is undisputed, is ready for judgment or has been established by final enforceable judgment.

11.6 Where any retrofit or partial delivery of the Vehicle or its accessories agreed under a Hire Contract is nonconforming, this shall not entitle the Hirer to reduce the agreed rental charges or to withhold the corresponding portion of the rental charges, provided that the nonconformity is immaterial, in particular because the value of the nonconforming retrofit or partial delivery is less than 5 % of the total value of the relevant Hire Contract. In such case, the Hirer remains obliged to pay the agreed rental charges in full. Sections 11.2 to 11.4 and section 12 remain unaffected.

12. Owner's liability for damages

12.1 The Owner's strict liability for damages for defects existing at the time of the conclusion of the Hire Contract is excluded. In all other respects the Owner's liability for damages, including the liability for defects existing at the time of the conclusion of the Hire Contract and for defects occurring during the term of the Hire Contract, shall be governed by the applicable laws as amended by the terms of section 11 and the below terms of this section 12.

12.2 The Owner accepts unlimited liability for damage and losses caused by intent or gross negligence.

12.3 In the event of a breach by ordinary negligence of a material obligation or of a secondary obligation whose breach will put the achievement of the purpose of the Hire Contract at risk, or whose fulfilment is essential for the due and proper fulfilment of the Hire Contract, and on whose fulfilment the Hirer could reasonably rely ("material secondary obligation"), the Owner's liability shall be limited to losses foreseeable at the time of conclusion of the contract and characteristic for the type of contract. The Owner accepts no liability for any breach by ordinary negligence of secondary contractual obligations which are not material secondary obligations.

12.4 The exclusions of liability set out above in this section 12 shall be without prejudice to the Owner's liability for any guarantee as to quality as may have been issued, for fraudulent intent, for injuries to life, limb or health and for product defects under the Product Liability Act. This shall not involve any reversal of the burden of proof to the Hirer's disadvantage.

12.5 Where the liability has been excluded or limited under this section 12, this applies equally to the personal liability of the Owner's employees, staff, representatives and vicarious agents engaged in the discharge of the Owner's duties.

12.6 To the exception of claims based on tort, the Hirer's claims for damages for which the liability is limited under this section 12 become time-barred twelve months from the beginning of the statutory limitation period.

13. Third party intervention, assignment, transfer of contract

13.1 In any event of third party intervention in the Vehicle, for example in connection with any judicial execution, attachment or the assertion of a statutory lien, the Hirer shall without delay advise the third party that the Vehicle is not the Hirer's property and shall inform the Owner without delay. The same applies in the event of any such actions affecting the premises where the Vehicle is located. In any such event the Hirer shall without delay provide the Owner with all documents and information required to safeguard and enforce the Owner's rights.

13.2 Without prejudice to Sec. 354 a HGB (German Commercial Code), without the Owner's consent the Hirer may not assign or otherwise transfer or pledge the Hirer's rights and claims deriving from the Hire Contract.

14. Term of Hire Contract, extension of contract term, termination

14.1 The Hire Contract is made for the fixed term agreed in the Hire Contract and ends upon the expiration of that term. If the agreed term is longer than 40 months the Hirer, by way of derogation from the first sentence of this section 14.1, may terminate the Hire Contract by one month's prior written notice, for the first time with effect of the end of the 40 months and thereafter with effect of the end of each calendar month.

14.2 Nothing in this shall prejudice the special rights of termination stipulated in these General Rental Terms and both contracting parties' statutory right of termination with immediate effect for cause. Subject to Sec. 112 InsO (German Insolvency Code), the Owner may terminate the Hire Contract with immediate effect for cause in particular if

(a) the Hirer is late in paying the rental charges or a not merely insignificant portion of the rental charges for two consecutive payment dates, or is

late in paying the rental charges in an amount equalling the rental charges for two months within a time period extending over more than two payment dates;

(b) the Hirer is 14 days late in paying an agreed security deposit and an additional 14 days' respite allowed by the Owner has expired without result;

(c) the Hirer's financial circumstances deteriorate, or are anticipated to deteriorate, significantly and the payment of the rental charges or fulfilment of another material obligation owed to the Owner is specifically at risk as a result, in particular if the Hirer suspends payments not only temporarily, is insolvent or over-indebted or if the Hirer's assets are subject to execution,

(d) the Hirer or the Hirer's personally liable shareholder completely abandons its registered office or residence in the European Economic Area,

(e) the Hirer, notwithstanding a notice of caution from the Owner, fails to immediately cease any breach of material contractual obligations and the Owner's rights are significantly violated as a result. The notice of caution may be waived if it obviously holds no prospects of success or if special circumstances prevail that, balancing both parties' interests, justify a termination with immediate effect.

14.3 Any notice of termination by either contracting party must be given in writing in all circumstances.

15. Effects of termination

15.1 If the Hire Contract is terminated early by the Owner's notice of termination with immediate effect for reasons within the Hirer's responsibility, the Owner's claim, in addition to any outstanding gross rental charges and other sums, will include the net rental charges due until the expiration of the term agreed in the Hire Contract. The setoff of any interest saved, other saved expenses and other benefits relating to the termination shall be governed by the applicable laws. The Owner's claim falls due upon receipt of the notice of termination. Nothing in this shall prejudice any further claims for damages the Owner may have.

15.2 On receipt of a notice of termination with immediate effect from the Owner, the Hirer forfeits the right to possession of the Vehicle. The return of the Vehicle shall be governed by section 16.

16. Return of Vehicle, fuel level and tyre condition upon return, assessment of damage and decreases in value

16.1 At the end of the Hire Contract, the Hirer shall return the Vehicle to the Owner at the agreed return location at the Hirer's expense, including all keys and documents provided to the Hirer (for example the driver's manual, the service booklet, and the registration papers for vehicles having public road use approval). At the end of the Hire Contract, the Hirer further shall submit to the Owner any TÜV (technical inspection) and UVV reports as may have been prepared during the term of the Hire Contract, and any reports and other proof of maintenance and repairs arranged by the Hirer. The Hirer shall have no right to acquire ownership of the Vehicle after the end of the Hire Contract. Where it has been agreed that the Owner will arrange for the Vehicle to be collected at the site of use, the Hirer shall make the Vehicle available at the site of use in due time for the Vehicle, considering the time required for its transportation, to arrive at the return location at the end of the Hire Contract; the return transportation (including loading and unloading) will be undertaken by a carrier commissioned by the Owner, at the cost agreed by the Hirer and the Owner.

16.2 The Vehicle must be returned in the condition required under the Hire Contract and must be clean both inside and outside. The distinction between wear and tear resulting from normal and proper use and damage to be compensated is made in accordance with the Owner's Damage Catalogue, which can be found in the attachment of the Hire Contract. The fuel level of Vehicles with internal combustion engines or the charge level of Vehicles with electric motors must at least equal the fuel/charge level recorded at the time of delivery. If the fuel/charge level is lower, the Hirer shall pay the fuel/electricity costs for refuelling/recharging by the Owner plus a refuelling/recharging service fee in the amount of EUR 50.00 plus VAT at the statutory rate.

16.3 The Owner may, at its discretion, determine the condition of the Vehicle and the sums required to remove any damage as well as any decrease in value, including those caused by the Hirer's failure to comply with contractual obligations of maintenance, itself, or have them determined by a publicly appointed and sworn expert to be commissioned by the Owner. The expert's fees shall be borne by the Hirer if the expert determines any damage or impairment not conforming to the condition agreed by contract. If the expert determines any damage or impairment not conforming to the condition agreed by contract, the Owner may have the damage removed at the Hirer's expense or charge the Hirer for the repair costs set out in the expert report; any further decrease in value caused by damage or noncompliance with maintenance obligations of the Hirer will be charged in accordance with the expert report.

16.4 If the Hirer fails to return the Vehicle in a timely manner after the end of the Hire Contract the Hirer shall pay, as a compensation for use for every calendar day or part thereof for the duration of the withholding of the Vehicle, the value of one day calculated from the agreed gross rental charges. The Hirer further shall pay the cost incurred by the late return. The Owner reserves the right to claim further losses.

17. Place of fulfilment, place of jurisdiction, governing law

17.1 Except as agreed otherwise in the Hire Contract and in these General Rental Terms, the exclusive place of fulfilment for all obligations arising from the Hire Contract shall be at the Owner's registered office if the Hirer is a merchant.

17.2 Hamburg shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with the Hire Contract if the Hirer is a merchant, a legal person under public law or a public law fund or is not domiciled in Germany. The Owner may also bring legal proceedings at the Hirer's registered office or in any other court having jurisdiction.

17.3 The laws of Germany apply.