

General Terms and Conditions of Rental (GTCR) of ZOOMLION Germany GmbH (ZLG)

1 Subject matter of these GTCR / scope of application

1.1 The subject matter of these GTCR is the regulation of the rental of top-slewing tower cranes (trolley-mounted cranes and luffing jib cranes), including tower elements, base components and accessories (collectively also 'Construction Crane(s)' or 'Rental Item') by ZLG to the Lessee. These GTCR apply to all offers and rental orders for the hire of Construction Cranes by ZLG. Individual rental orders are agreed for the respective Construction Crane and its use. Accordingly, these GTCR in their respective version shall also apply to future rentals of Construction Cranes with the Lessee, including companies affiliated with the Lessee within the meaning of Section 15 AktG (German Stock Corporation Act).

1.2 Any general terms and conditions of the Lessee are hereby expressly rejected. These therefore do not apply unless the parties expressly agree to this in writing in individual cases.

1.3 The rental contract is concluded upon receipt of the written order (text form is sufficient) from the Lessee with order number and order confirmation from ZLG, also to be submitted in text form.

1.4 Individual agreements made between the parties in individual cases shall in any case take precedence over these GTCR. A written agreement or at least a written confirmation from the Lessor is decisive for the content of such agreements.

1.5 The underlying rental contract and these GTCR shall only apply to an entrepreneur, a legal entity under public law or a special fund under public law pursuant to Section 310 (1) sentence 1 BGB (German Civil Code).

2 General obligations of the Lessee

2.1 The Lessee undertakes to use the Construction Cranes only as intended, to handle them in a technically correct manner and to return them at the end of the rental period in good time and in the condition stipulated in the contract. The Lessee is furthermore obliged to observe all relevant accident prevention and occupational safety regulations, road traffic and other public law regulations as well as all technical guidelines and specifications for the use of the Construction Crane at all times.

2.2 The Lessee must inform the Lessor immediately upon request, at the latest within 24 hours, of the current location of the Construction Crane and of any intended change of location or place of use. The Lessee is prohibited from changing, interrupting or restricting ZLG's remote access options to the Construction Crane and the general electronic/digital operating data of the same.

2.3 The Rental Item is generally rented without operating personnel.

2.4 The Lessee may not transfer the Rental Item to a third party without the prior consent of the Lessor (text form is sufficient), nor assign rights arising from these GTCR or individual rental orders or grant third parties rights of any kind to the Rental Item.

2.5 Should a third party assert rights to the Rental Item through seizure, attachment or the like, the Lessee is obliged to notify the Lessor immediately in text form and verbally in advance and to inform the third party of the Lessor's ownership immediately by means of a verifiable notification in written form.

2.6 The Lessee must inform the Lessor of all accidents and await its instructions, unless immediate action is required. In the event of traffic accidents and suspected criminal offences (e.g. theft, damage to property), the police must be called.

3 General obligations of the Lessor

The Lessor undertakes to rent the Construction Crane to the Lessee for the agreed rental period. The Lessor must hand over the Construction Crane in a technically perfect operational condition with the necessary documents (in particular inspection book, operating instructions, expert inspection report, crane inspection book).

4 Delivery, assembly and handover; start of rental period

4.1 The availability and the delivery/assembly date for the Construction Crane must be requested from ZLG as part of the rental request and specifically agreed in the relevant rental order. The project-specific assembly conditions are recorded in a construction site protocol during the on-site inspection. The call-off for delivery is made by the Lessee's local site management. The call-off period is agreed on a project-specific basis in the rental order. Delivery and assembly are carried out by ZLG at the expense of the Lessee.

4.2 The rental period begins with the operational handover of the Construction Crane at the contractually defined place of use. The Construction Crane shall be handed over no later than 48 hours after completion of the assembly of the Construction Crane ('Waiting Period'). In addition to a representative of ZLG, the Lessee shall take part in the handover and instruction with a responsible supervisor (e.g. site manager, foreman) and the authorised and instructed crane operator (see DGVU BGR [Trade Association Rules of the German Statutory Accident Insurance Association] 500 Chapter 2.8 (3.2)). ZLG and the Lessee (e.g. ZLG lead fitter and the Lessee's supervisor) shall jointly draw up a handover report on the basis of the inspection report and sign it as proof of handover. The condition of the Construction Crane is also documented in the handover protocol.

4.3. In the event of significant defects that preclude or significantly impair the operation of the Construction Crane, the Lessee is not obliged to accept the crane until it is handed over free of defects, which must be documented in the same way.

4.4 If there are delays in the handover for which ZLG is not responsible, the rental period shall be deemed to have commenced at the latest after expiry of the Waiting Period. All costs incurred as a result of these delays (e.g. additional journeys, additional transport, additional labour) shall be borne by the Lessee.

4.5. ZLG is authorised to postpone assembly in the event of imminent adverse weather conditions (e.g. storm warning). If the Lessee insists on keeping to the assembly deadline, it must inform ZLG of this in writing and undertake to bear all costs (renewed arrival and departure of the fitters and the mobile crane as well as any necessary transport) as well as any additional expenses and damage if the assembly has to be cancelled due to adverse weather conditions.

If the wind force is between three (3) and five (5) on the Beaufort scale, the lead fitter/supervisor will decide whether to cancel the assembly. If the wind force exceeds five (5) on the Beaufort scale, the assembly must be cancelled in any case. The Lessee shall then also bear the costs for the renewed arrival and departure of the fitters and the mobile crane as well as any necessary transport.

4.6. The official authorisations to be obtained for delivery and assembly by ZLG or commissioned service providers and their execution shall be charged separately, plus a 15% processing fee upon presentation of proof. These include, for example, driving permits in accordance with Section 29 StVO (German Road Traffic Act) and BF2/BF3/BF4 escorts for mobile cranes and heavy goods vehicles, special driving permits, special work permits, road closures and the necessary signage. The Lessee shall also bear all other ancillary costs (e.g. securing and towing measures) for delivery and assembly.

4.7 The Lessee shall be responsible for taking all necessary measures to ensure that delivery and assembly at the agreed location can be started on time and carried out without interruption or hindrance, and without endangering the delivery and assembly personnel or other persons.

In addition to the preparatory work set out in the site protocol to ensure smooth assembly, the Lessee is responsible for the following professional and technical aspects:

a) preparation of the subsoil with regard to the necessary static stability both for the set-up location of the Construction Crane and for work vehicles of the Lessor or subcontractors commissioned by the Lessor (heavy goods vehicles, mobile crane, etc.) as well as preparation of the necessary workplace for the total length of the boom and the work vehicles of the Lessor, including removal of obstacles (e.g. power cables, fences, scaffolding, lamps) and cavities as well as ensuring the safety distances to embankments or excavation pits;

b) provision of necessary and suitable devices, e.g. ensuring the correct installation of foundation anchors (if necessary, tested and approved foundations);

c) taking the necessary measures to prevent accidents and make the workplace safe in accordance with general statutory regulations and provisions and the specifications of ZLG;

d) securing public traffic areas around the agreed delivery location;

e) obtaining all authorisations and licences for the delivery and assembly of the Construction Crane on the construction site itself;

f) provision of the power connection with separate site power distributor and extension cables as well as lighting.

4.8. The Lessee shall inform the Lessor immediately as soon as the preparatory measures have been taken or when the preparatory measures are expected to be completed, but no later than one (1) week before the agreed delivery/assembly date. ZLG and its personnel and subcontractors are only obliged to commence delivery and assembly once these preparatory measures have been completed. ZLG must notify the local site management of any obstructions resulting from the Lessee's failure to implement the agreed delivery and assembly preparations and safety measures.

If the above preparatory measures taken by the Lessee prove to be inadequate and/or do not correspond to the planning communicated to ZLG, ZLG or its lead fitter/foreman has the right to refuse to assemble the rental crane until the Lessee has taken appropriate measures. Any resulting additional costs and damage shall be borne by the Lessee.

4.9 ZLG accepts no liability for any damage caused by support pressures or axle loads (12 tonnes per axle, mobile cranes and heavy goods vehicles) to the set-up site and access road (in particular, also, to interlocking paving stones, shafts, cellars, sewers, supply lines, etc.). The Lessee undertakes to indemnify ZLG in full on first demand against any claims asserted by third parties against ZLG in connection with the delivery and assembly. This does not apply to damage caused by gross negligence or intent on the part of ZLG or its vicarious agents/representatives. Damage resulting from injury to life, limb or health is also not covered by this paragraph.

5 Delay in handover

5.1. If ZLG is in default with the handover of the Rental Item due to its own fault, the Lessee may demand compensation if it can prove that it has suffered damage as a result of the default. Subject to further limitations of liability contained herein, the claim for damages in the event of slight negligence shall be limited to a maximum of the amount of the daily (net) rent for each working day on which the delay continues. After setting a reasonable deadline, the Lessee may withdraw from the contract if the Lessor is still in default at this time.

5.2. The above shall not apply in the event of force majeure, which makes delivery and/or assembly impossible or not merely insignificantly more difficult and for all delays for which ZLG is not responsible, in particular in the event of a breach by the Lessee of the obligations in accordance with Section 4. In such cases, ZLG and the Lessee shall agree a new handover date.

5.3. In the event of default, the Lessor is entitled to provide the Lessee with a functionally equivalent Rental Item if this is reasonable for the Lessee

5.4. If the Lessee is responsible for the delay in handover, ZLG is entitled to compensation for the damage caused by the delay, in particular by unsuccessful delivery and the associated material and labour costs.

6 Rent, payment modalities and securities

6.1 The (monthly) rent and any ancillary costs for a Construction Crane are specified in the respective rental order. The monthly rent and ancillary costs are to be paid in advance 'immediately in net' for the coming month to the Lessor's bank account without deductions, unless the parties explicitly agree otherwise in the rental contract.

6.2. All prices are net prices plus the statutory VAT applicable at the time of delivery or performance. The first month's rent includes the instruction of a suitable crane operator when the equipment is handed over. Any further instruction of crane operators on the Construction Crane will be charged separately by ZLG. The offer prices are subject to a site inspection and, if necessary, to adjustment by means of a corresponding addendum. Any costs for necessary official authorisations and their execution shall be invoiced separately (see in particular Section 4.6).

6.3. For partial months, the monthly rent is calculated on the basis of a monthly period of 30 calendar days. Overpaid rent will be settled by ZLG using the credit note procedure.

6.4. The Lessor is obliged to issue the Lessee with a proper (permanent) rental invoice for tax purposes.

6.5. The monthly rent includes a maximum of 200 operating hours (maximum operating time). Operating hours in excess of this maximum operating time are deemed to be overtime. The Lessee shall owe 1/200 of the contractually agreed monthly rent for each hour of overtime. Proof of additional operating hours is provided by recording crane data using electronic/digital operation data acquisition (ODA). Operating hours are all times during which the 'out of service' position (winch release) of the Construction Crane is switched off.

Multiple-shift operation must be notified by the Lessee in advance and will be charged separately. The Lessor and Lessee agree the additional costs in the rental contract according to the expected working hours reported. The regulation on separate remuneration for overtime remains unaffected.

6.6. the Lessee shall only be entitled to withhold payments or offset them against counterclaims insofar as its counterclaims have been recognised by the Lessor in text form or have been legally established.

6.7. The Lessor is entitled to demand a reasonable advance payment of up to three (3) months' rent (gross) plus dismantling costs from the Lessee at any time if the Lessee is a new customer, or if the Lessee has been in default of payment in previous rental transactions.

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6.8. The Lessee hereby assigns to the Lessor its claims against its customer, for whose order the Rental Item is used, in the amount of the agreed rental price. The Lessor accepts the assignment. The Lessee remains authorised to collect the claim(s) vis-à-vis the customer. If the Lessee defaults on payment, the Lessor is entitled to notify the customer of the assignment and demand payment to itself or for deposit.

7 Downtimes

7.1. The rent is also owed if the Construction Crane cannot be used for reasons for which ZLG is not responsible. If the work at the site for which the Construction Crane was rented is suspended due to circumstances for which neither ZLG nor the Lessee is responsible (e.g. bad weather, flooding, strike, unrest, war, official orders, etc.) for at least ten (10) consecutive working days (documented in the Lessee's construction log), the so-called downtime shall apply from the eleventh (11) working day. The Lessee must pay 80% of the agreed monthly rent for this downtime, i.e. from the eleventh (11) working day onwards.

7.2. If the Construction Crane cannot be operated for reasons for which ZLG is responsible, the obligation to pay the rent shall lapse from the fourth (4) working day. This does not apply if an equivalent replacement Construction Crane is provided free of charge or if a mobile crane is used that is functionally equivalent.

7.3. The Lessee must notify ZLG immediately in writing or text form of both the cessation of the work and its resumption (proof in accordance with the construction log). The operating and downtimes can be monitored by ZLG using the operation data acquisition system (ODA).

8 Machinery failure insurance

Unless the parties agree otherwise in the respective rental order, ZLG shall insure the Construction Cranes against machinery failure with a deductible to be agreed in accordance with the General Terms and Conditions for Machinery and Comprehensive Insurance of Mobile or Transportable Equipment (GTCME, as amended). The monthly insurance premium is agreed in the rental contract and must be paid together with the monthly rent. The deductible is to be borne by the Lessee in the event of a claim.

9 Inspections, repairs and general operating obligations

9.1 ZLG shall carry out the inspections prescribed by the manufacturer of the respective Construction Crane at its own expense and with its own personnel. ZLG must inform the Lessee in good time when the inspections are due. Furthermore, ZLG shall repair at its own expense and by its own personnel any damage to the equipment that is attributable to normal wear and tear during the rental period (e.g. converters, cables, pulleys, master switches, PLCs, etc.). ZLG must rectify such damage to equipment without delay, generally within two (2) working days (excluding Saturdays, Sundays and public holidays) of the damage being reported by the Lessee, if possible also by means of telephone instruction. The necessary work will be carried out by ZLG in consultation with the Lessee. This does not affect the daily maintenance to be carried out by the crane operator in accordance with the general crane operator duties and crane inspection logbook (provided by ZLG), which also regulates the corresponding documentation.

A standstill of the Rental Item of up to three (3) working days during the performance of inspection or repair work shall not affect the Lessee's obligation to pay the agreed rent. Thereafter, ZLG shall have no claim to the rent until the Construction Crane can be used again. Furthermore, from the fourth (4) working day onwards, the Lessee may demand costs for a replacement crane on presentation of proof, insofar as it has hired such a crane. If this is not possible, the Lessee may demand compensation in the amount of EUR 500 (net) per working day, limited to one month's rent, but not exceeding a maximum amount of EUR 5,000.

9.2. Repairs and damage caused by improper or excessive use of the Rental Item shall be borne in full by the Lessee

9.3. The Lessee is obliged,

a) to use the Construction Crane with care and only as intended in compliance with legal and technical regulations and guidelines as well as other applicable regulations;

b) to carry out the general maintenance and care of the Construction Crane properly and professionally in accordance with the operating, lubrication and maintenance instructions prescribed by the manufacturer at its own expense (lubricants can be provided by ZLG according to consumption and will be charged separately);

c) to take appropriate and customary precautions and protective measures against unauthorised access to the Construction Crane by third parties;

d) to inform the Lessor immediately of any significant circumstances affecting the Rental Item or its condition and usability or any related risk situation.

9.4. The Lessee shall be liable without limitation for damage caused by a breach of the above obligations, in particular also due to the failure to carry out repair work in good time, which the Lessee culpably did not authorise, or due to failure to notify the Lessor in good time.

9.5. The Lessor is entitled to inspect the Rental Item at any time and, after prior consultation with the Lessee, to inspect it itself or have it inspected by an authorised representative. The Lessee is obliged to facilitate the inspection by the Lessor or its authorised representative in every way. The costs of the inspection shall be borne by the Lessor.

10 Limitations of liability in favour of the Lessor

10.1. The following provisions apply both to contractual claims (e.g. in the context of defects, default, impossibility) and to statutory (in particular pre-contractual and tort law) claims of the Lessee.

Unlimited liability: The Lessor shall be liable without limitation in the event of intentional and grossly negligent breach of 'Material Contractual Obligations' (i.e. contractual obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely), in the event of defects which the Lessor has fraudulently concealed or whose absence the Lessor has guaranteed, and whenever the life, limb or health of people has been injured due to breaches of duty by the Lessor. In addition, the Lessor shall be liable without limitation in accordance with the Product Liability Act.

Limited liability: In the event of a slightly negligent breach of a Material Contractual Obligation or other obligations, the Lessor's liability shall be limited to the foreseeable, typically occurring damage. In such cases, the amount of liability is limited to the net rental price for the term of the contract, but not exceeding one year's net rent (12 months' rent).

10.2 Limited liability claims shall become time-barred one year after the occurrence of the damage.

10.3 The Lessor shall only be liable for consequential damages and indirect damages, i.e. in particular for damage that has not occurred to the Rental Item itself, such as for loss of profit, loss of production, loss of use, expert opinion costs, etc., in the event of intentional or grossly negligent breaches of Material Contractual Obligations, limited to the amount of the foreseeable, typically occurring damage.

10.4. In all other respects, the liability of the Lessor is excluded.

10.5. Insofar as the Lessor's liability is excluded or limited, this shall apply equally to the Lessor's bodies, employees, representatives and vicarious agents vis-à-vis the Lessee.

10.6. This does not imply a change in the burden of proof to the detriment of the Lessee.

11 Termination and return

11.1. The rental period shall generally end on the termination date agreed in the rental order or on the mutually agreed dismantling date. The Lessor must be notified in writing of any intended extension of the rental period specified in the rental order. The Lessor shall check whether it is possible to extend the agreed rental period. The extension requires the written confirmation of the Lessor. The Lessee is obliged to notify ZLG of the intended return/dismantling of the Construction Crane in good time, but at least four (4) weeks before the agreed termination/dismantling date by email to the person responsible at ZLG (notification of release). If the return or dismantling date is postponed due to circumstances for which the Lessee is responsible, in particular due to the Lessee giving too little notice, the rental period shall be automatically extended by this period and the Lessee shall pay the corresponding rental charges.

11.2. In preparation for dismantling and return, the provisions of Section 4 shall apply accordingly.

11.3. The Lessee is obliged to hand over the Rental Item to the Lessor at the time of dismantling in the following condition at the place of use: cleaned, complete, free of damage, functional/operational.

11.4. As part of the dismantling of the Construction Crane, the Lessee and ZLG shall jointly prepare a return report in which the condition is to be documented and which is to be signed by both parties (or their representatives). If the condition of the Construction Crane does not correspond to the above condition, ZLG may charge the Lessee for any cleaning and repair work as well as any loss of rental income resulting from this. At the same time, the rental period shall be automatically extended by the period required to bring the Construction Crane in question into the contractually compliant condition.

12 Cancellation and termination

12.1. If the Lessee cancels a confirmed rental order before the Rental Item is handed over, it shall bear the following cancellation costs:

- cancellation up to two (2) months before the planned assembly date: 40% of the order value (for cranes from 600 mt);
- cancellation up to one (1) month before the planned assembly date: 60% of the order value (applies to all cranes);
- cancellation up to 14 days before the planned assembly date: 75% of the order value (applies to all cranes).

12.2. In the event of cancellation, the Lessee shall also bear all futile expenses incurred, e.g. cancellation fees for service providers already commissioned (mobile crane and transport), costs for permits already applied for and other preparatory measures, cancellation costs for assembly personnel and transport with its own vehicle fleet. This also applies in the event of a postponement of the assembly date if the Lessee requests the postponement less than one (1) month before the assembly date confirmed in writing and the Lessor is not responsible for the postponement. The benefit of demonstrably saved expenses is recognised.

12.3. Rental contracts that have been concluded for a specific (fixed) rental period and where the Rental Item has been handed over to the Lessee cannot be cancelled by either party.

12.4. The Lessor is entitled to terminate the rental agreement extraordinarily after handover following a single reminder (email is sufficient) without notice if

- the Lessee is in arrears with a total of two (2) months' rent and has not completely fulfilled the existing rent demand despite a reminder with two weeks' notice;
- it becomes apparent to the Lessor that the claim to payment of rent is jeopardised by the Lessee's inability to pay, in particular in the event of imminent or filed insolvency;
- enforcement measures have been taken or are threatened against the Lessee's assets;
- the Lessee does not use the Rental Item or parts thereof as intended, transfers it to a third party without the prior consent of the Lessor or transfers it to a location outside the Federal Republic of Germany;
- the Lessee significantly violates its contractual obligations and does not cease or remedy this despite a reminder with a reasonable deadline.

12.5. In the event of extraordinary termination, the Lessor shall be entitled to collect the Rental Item after giving five (5) working days' notice at the expense of the Lessee, who must allow access to the Rental Item, dismantling and removal, and to dispose of it otherwise. The claims to which the Lessor is entitled under the contract shall remain in force; however, the amounts which the Lessor obtains within the agreed contract term, for example by renting the property to other parties, shall be settled after deduction of the costs incurred by retrieving and re-leasing the item.

12.6. If the Lessor makes use of the extraordinary right of cancellation, the legal consequences provided for by law also apply.

12.7. The Lessee may cancel the rental contract if the use of the Rental Item is not possible for at least eight (8) weeks for reasons for which the Lessor is responsible.

12.8. Cancellations must be made in writing.

13 Confidentiality, advertising and references

13.1. The parties undertake to treat all business and trade secrets that are not publicly known, i.e. in particular commercial, financial and/or technical details, marketing information or strategic plans that become known to them with regard to the other party through the business relationship, as strictly confidential and not to make them accessible to third parties without the prior written consent of the other party, and to protect them from access by third parties.

13.2. Notwithstanding this, ZLG and the Lessee may generally refer to the business relationship with the other party in advertising materials and reference lists. This in turn does not apply to the content of these GTCR and the respective rental orders, which must be treated as strictly confidential.

13.3 If the Lessee wishes to attach additional advertising material to the Rental Item, this must be agreed with ZLG in advance. All costs incurred in this connection (in particular for static calculations, special constructions and fixings) shall be borne by the Lessee.

14 Final provisions

14.1. The Lessor is authorised to assign claims and rights arising from these GTCR or individual rental orders to affiliated companies and third parties.

14.2. These GTCR and each individual rental order shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of its conflict of laws provisions, unless this is legally binding.

14.3. The place of jurisdiction is Bad Kreuznach, unless mandatory statutory provisions provide otherwise.

14.4 All amendments and/or additions to these GTCR as well as the conclusion, amendment or supplementation of individual rental contracts must be made in text form, including a confirmation from the Lessor (also in text form), in order to be effective. This applies equally to any amendment or cancellation of this text form requirement. Legally relevant declarations and notifications to be made by one party to the other must also be made in text form to be effective. Silence with regard to proposals, demands, evidence or letters of confirmation on the part of the Lessee shall under no circumstances be deemed to constitute consent on the part of ZLG.

14.5. Should any provision of these GTCR be or become void, invalid or unenforceable in whole or in part, the validity and enforceability of all other remaining provisions shall not be affected. The void, invalid or unenforceable provision shall, to the extent permitted by law, be deemed to be replaced by the valid and enforceable provision that comes closest to the economic purpose pursued by the void, invalid or unenforceable provision in terms of object, measure, time, place and scope of application. The same applies to the filling of any unintended gaps in these GTCR. ***