

General Rental Terms and Conditions (Rental T&C) of Wilbert TowerCranes GmbH (WTC)

1 Subject Matter of Rental T&C / Scope of Application

1.1. The subject matter of these Rental T&C is the regulation of the rental of top-slewing Cranes (trolley cranes and luffing jib cranes), including tower elements, basic components and accessories (collectively also "Crane(s)" or "Rental Object") by WTC to the Lessee. These Rental T&C apply to all offers and rental agreements for the rental of Cranes by WTC. Individual rental agreements are agreed for the respective Crane and its use. Accordingly, these Rental T&C in their respective version shall also apply to future rentals of Cranes with the Lessee, including companies affiliated with the Lessee within the meaning of Section 15 of the German Stock Corporation Act (Aktiengesetz).

1.2. Any General Terms and Conditions of the Lessee are hereby expressly rejected. These shall therefore not apply unless the parties expressly agree to them in writing in individual cases.

1.3. The rental agreement is concluded upon receipt of the written order (text form is sufficient) by the Lessee with the order number and the order confirmation by WTC, which must also be submitted in text form.

1.4. Individual agreements made between the parties in individual cases shall in any case take precedence over these Rental T&C. 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 agreement and these Rental T&C shall only apply to entrepreneurs, legal entities under public law or special funds under public law in accordance with Section 310 para. 1 sentence 1 German Civil Code (Bürgerliches Gesetzbuch).

2 General Obligations of the Lessee

2.1. The Lessee undertakes to use the Cranes only for the intended purpose, to handle them in a technically correct manner and to return them in the contractually agreed condition on time at the end of the rental period. It is also obliged to observe all relevant accident prevention and work safety regulations, road traffic and other public law regulations as well as all technical guidelines and specifications for the use of the Crane at any time.

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

2.3. The rental object is generally rented without operating personnel.

2.4. The Lessee may not let or transfer the rental object to a third party without the prior consent of the Lessor (text form is sufficient), nor assign any rights arising from these Rental T&C or individual rental agreements or grant third parties any rights whatsoever to the rental object.

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

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

3 General Obligations of the Lessor

The Lessor undertakes to lease the Crane to the Lessee for the agreed rental period. The Lessor shall hand over the Crane in a technically sound operational condition with the necessary documents (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 Crane must be requested from WTC as part of the rental enquiry and specifically agreed in the relevant rental agreement. The project-specific assembly conditions are recorded in a construction site protocol during the on-site inspection. The call-off for delivery shall be made by the Lessee's local site management. The call-off period is agreed on a project-specific basis in the rental agreement. Delivery and assembly shall be carried out by WTC at the expense of the Lessee.

4.2. The rental period begins when the Crane is handed over ready for operation at the contractually defined place of use. The Crane shall be handed over no later than 48 hours after completion of its assembly ("Grace Period"). In addition to a representative of WTC, the Lessee shall attend the handover and briefing with a responsible supervisor (e.g. site manager, foreman) and the authorised and instructed crane operator (see DGUV BGR 500 Chapter 2.8 Para. 3.2). WTC and the Lessee (e.g. WTC supervisor and Lessee's supervisor) jointly draw up a handover report based on the inspection report and sign it as proof of handover. The condition of the Crane is also documented in the handover report.

4.3. In the event of significant defects that preclude or significantly impair the operation of the 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 WTC is not responsible, the rental period shall be deemed to have commenced at the latest after expiry of the Grace Period. All costs incurred because of such delays (e.g. additional travel, transport or labour) shall be borne by the Lessee.

4.5. WTC is entitled to postpone the installation in the event of imminent adverse weather conditions (e.g. storm warning). If the Lessee insists on adherence to the installation date, it must inform WTC of this in writing and undertake to bear all costs (renewed arrival and departure of the assemblers and the mobile crane as well as any necessary transport) and any additional expenses and damage if the installation must be aborted due to adverse weather conditions.

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

4.6. The official approvals to be obtained for the delivery and assembly of WTC or commissioned service providers and their execution will be charged separately, on proof, plus a 15% processing fee. These are e.g. driving permits according to §29 StVO and BF2/BF3/BF4 escorts for mobile cranes and heavy goods vehicles, special driving permits, special work permits, road closures and the necessary signage. All other ancillary costs (e.g. security and towing measures) for delivery and installation shall also be borne by the Lessee.

4.7. The Lessee shall be responsible to ensure that delivery and assembly at the agreed location can be started on time and carried out without interruption or delay and without endangering the delivery and assembly personnel or other persons.

In addition to the preparations recorded in the construction site protocol to ensure smooth installation, the Lessee is responsible for the following professional and technical aspects:

a) Preparation of the ground with regard to the required static fit both for the location of the Crane and for the work vehicles of the Lessor or subcontractors commissioned by him (heavy goods vehicles, mobile crane, etc.) as well as preparation of the necessary workplace for the total length of the boom and the Lessor's work vehicles, including removal of obstacles (e.g. power cables, fences, scaffolding, lamps) and cavities as well as ensuring the safety distances to embankments or excavations;

b) Provision of necessary and suitable devices, e.g. ensuring the correct installation of foundation anchors, as 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 WTC's specifications;

d) Securing of public traffic areas around the agreed delivery location;

e) Obtaining all permits and licences for the delivery and assembly of the 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 can be expected to be completed, but no later than one (1) week before the agreed delivery/installation date. WTC and its personnel as well as subcontractors shall only be obliged to commence delivery and assembly once these preparatory measures have been completed. WTC shall notify the local construction management of any obstructions resulting from the failure of the Lessee to implement the agreed delivery and assembly preparations and safety measures.

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

4.9. WTC accepts no liability for any damage caused by brace load or axle loads (12 tonnes per axle, mobile cranes and heavy goods vehicles) to the site and access road (including paving stones, shafts, cellars, sewers, supply lines, etc.). The Lessee undertakes to fully indemnify WTC upon first demand against any claims asserted by third parties against WTC in connection with the delivery and assembly. This shall not apply to damage caused by gross negligence or intent on the part of WTC or its vicarious agents/representatives. This paragraph also does not cover damages resulting from injury to life, body or health.

5 Delay of Handover

5.1. If WTC is in delay with the handover of the rental object due to own fault, the Lessee may demand compensation if it has suffered proven damage because of the delay. 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) rental price for each working day on which the delay continues. After setting a reasonable deadline, the Lessee may withdraw from the rental contract if the Lessor is still in delay at this time.

5.2. The foregoing shall not apply in the event of force majeure which makes delivery and/or assembly impossible or significantly more difficult as well as for all delays for which WTC is not responsible, in particular in the event of a breach by the Lessee of the obligations pursuant to Clause 4. In such cases, WTC and the Lessee shall agree on a new handover date

5.3. In the event of delay, the Lessor shall be entitled to provide the Lessee with a functionally equivalent rental object if this is reasonably acceptable for the Lessee.

5.4. In the event of delay of handover for which the Lessee is responsible, WTC shall be entitled to compensation for damages caused by that delay, in particular by failed delivery and futile material and labour costs.

6 Rent, Payment Modalities and Securities

6.1. The (monthly) rent and any additional charges for a Crane shall be specified in the respective rental agreement. The monthly rent and any additional charges shall be paid in advance "immediately net" for the coming month to the Lessor's bank account without any deductions, unless the parties explicitly agree otherwise in the rental agreement.

6.2. All prices are net prices plus the statutory VAT applicable at the time of delivery or service. The first month's hire charge includes the instruction of a suitable crane operator when the equipment is handed over. Any further instruction of crane operators on the Crane will be charged separately by WTC. The offer prices are subject to an inspection of the construction site and, as the case may be, to be adjusted by means of a corresponding addendum. Any costs for necessary official approvals and their execution shall be invoiced separately (see in particular clause 4.5).

6.3. In the case of a commenced month, the monthly rent is calculated exactly based on 30 calendar days. Overpaid rents are settled by WTC by way of credit notes.

6.4. The Lessor is obliged to provide to the Lessee proper (permanent) rental invoices 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. For each hour of overtime, the Lessee shall pay 1/200 of the contractually agreed monthly rent. Proof of additional operating hours is provided by the recording of crane data per electronic/digital operating data collection (ODC). All times during which the "out of service" position (wind release) of the Crane is switched off are deemed to be operating hours.

Any multi operating shifts are to be notified in advance and will be charged separately. The Lessor and Lessee shall agree the additional costs in the rental agreement in accordance with the expected working hours reported. This does not affect the regulation on separate remuneration for overtime

6.6. The Lessee shall only be entitled to withhold payments or offset them against counterclaims to the extent that his 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) monthly rents (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

7 Downtimes

7.1. The rent is also owed if the Crane cannot be used for reasons for which WTC is not responsible. If the work at the site for which the Crane was rented is suspended due to circumstances for which neither WTC 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-site diary), the so-called downtime applies from the eleventh (11) working day. For the downtime the Lessee has to pay 80% of the agreed monthly rent, i.e. as of the eleventh (11) working day.

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

7.3. The Lessee must notify WTC immediately in writing or in text form of both the cessation of work and its resumption (proof in accordance with the construction site diary). The operating times and the downtimes can be checked by WTC based on the operating data collection (ODC).

8 Machinery Breakage Insurance

Unless the parties agree otherwise in the respective rental agreement, WTC shall insure the Crane against machine breakage with a retention amount to be agreed in accordance with the General Terms and Conditions for Machinery and Comprehensive Insurance of Mobile or Transportable Equipment (ABMG as amended from time to time). The monthly insurance premium is agreed in the rental agreement and is payable together with the monthly rental fee. The retention amount is to be borne by the Lessee in the event of a damage claim.

9 Inspections, Repairs and General Operating Obligations

9.1. WTC shall carry out the inspections prescribed by the manufacturer of the respective Crane at its own expense and with its own personnel. WTC shall notify the Lessee in good time when the inspections are due. Furthermore, WTC shall, at its own expense and with its own personnel, repair any damage to the equipment that is attributable to normal wear and tear during the rental period (e.g. converters, ropes, pulleys, master switches, PLCs, etc.). WTC shall repair such damage to the equipment without delay, generally within two (2) working days (excluding Saturdays, Sundays and public holidays) from the date of notification of the damage by the Lessee, if possible, also by telephone instructions. The necessary work shall be carried out by WTC 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 log (provided by WTC), which also regulates the corresponding documentation.

A standstill of the rental object 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, WTC shall have no claim to rent until the 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 rented 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 object shall be borne in full by the Lessee.

9.3. The Lessee is obliged,

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

b) to carry out the general maintenance and care of the 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 WTC according to consumption and will be charged separately);

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

d) to inform the Lessor immediately of any significant circumstances affecting the rental object 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, 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 object at any time and, after prior consultation with the Lessee, to inspect it himself or have it inspected by an authorised representative. The Lessee is obliged to facilitate the inspection for 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, delay, impossibility) and to statutory (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 "essential 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 health, body or life of people have been injured due to breaches of duty by the Lessor. In addition, the Lessor is 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 rent for the rental period, but in any event not exceeding the amount of one year's net rent (twelve (12) months' rent).

10.2. Limited liability claims expire 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 damages that have not occurred to the rental object itself, such as 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 other cases, 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 organs, employees, representatives and subcontractors 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 agreement or on the mutually agreed dismantling date. The Lessor must be notified in writing of any intended extensions to the rental period specified in the rental agreement. The Lessor shall check whether the extension of the agreed rental period is possible. The extension must be confirmed in writing by the Lessor. The Lessee is obliged to notify WTC of the intended return/dismantling of the Crane in good time, but at least four (4) weeks before the agreed termination/dismantling date by e-mail to the person responsible at WTC (notification of release). If the return or dismantling date is postponed due to circumstances for which the Lessee is responsible, in particular due to a notification of release at too short notice, the rental period shall be automatically extended by this period and the Lessee shall pay the corresponding rental payments.

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

11.3. The Lessee is obliged to hand over the rental object to the Lessor in the following condition at the place of use at the time of dismantling:

- cleaned
- complete
- free of damage
- functional/operational

11.4. As part of the dismantling of the Crane, the Lessee and WTC shall jointly prepare a return protocol in which the condition shall be documented, and which shall be signed by both parties (or their representatives). If the condition of the Crane does not correspond to the above conditions, WTC may charge the lessee for any cleaning and repair work as well as for any loss of rental income. At the same time, the rental period shall be automatically extended by the period required to restore the Crane in question to the contractual condition.

12 Cancellation and Termination

12.1. If the Lessee cancels a confirmed rental agreement before the rental object is handed over, it shall bear the following cancellation fees:

- a) Cancellation up to two (2) months before the planned installation date: 40% of the order value (for cranes from 600 mt);
- b) Cancellation up to one (1) month before the planned installation date: 60% of the order value (for all cranes);
- c) Cancellation up to 14 days before planned installation date: 75% of the order value (for 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 the Lessor's own vehicle fleet. This shall also apply in the event of a postponement of the installation date if the Lessee requests the postponement less than one (1) month before the installation date confirmed in writing and the Lessor is not responsible for the postponement. Proven savings of expenses are to be credited.

12.3. Rental agreements that have been concluded for a specific (fixed) rental period cannot be cancelled by either party, once the rental object has been handed over to the Lessee.

12.4. After the handover of the rental object the Lessor is entitled to terminate the rental agreement extraordinarily without notice following a single reminder (e-mail is sufficient) if

a) the Lessee is in arrears with a total of two (2) monthly rents and has not fully settled the rent claim despite a reminder with two weeks' notice;

b) 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 impending or filed insolvency;

c) enforcement measures have been taken or are threatened against the Lessee's assets;

d) the Lessee does not use the rental object or parts thereof as intended, transfers it to a third party without the Lessor's prior consent or moves it to a location outside the Federal Republic of Germany;

e) the Lessee is in significant breach of contractual obligations, which the Lessee does not cease or remedy despite a reminder with a reasonable grace period.

12.5. In the event of extraordinary termination, the Lessor is entitled, after giving five (5) working days' notice, to collect the rental object at the expense of the Lessee, who must allow access to the rental object, dismantling and removal, and to dispose of it otherwise. The claims to which the Lessor is entitled under the contract shall remain unaffected; however, the revenues the Lessor obtains within the agreed rental period, for example by renting the Crane out to a third-party, shall be credited after deduction of costs and expenses incurred by the collection and re-rental.

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

12.7. The Lessee may terminate the rental agreement if the use of the rental object is not possible for more than 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, WTC 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 Rental T&C and the respective rental agreements, which must be treated as strictly confidential.

13.3. If the Lessee wishes to attach additional advertising material to the rental object, this must be agreed with WTC in advance. All costs incurred in this connection (for static calculations, special constructions and fastenings) shall be borne by the Lessee.

14 Final Provisions

14.1. The Lessor is authorised to assign claims and rights arising from these Rental T&C or individual rental agreements to affiliated companies and third parties.

14.2. These Rental T&C and each individual rental agreement shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of its conflict of law's provisions unless this is legally mandatory.

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

14.4. All amendments and/or supplements to these Rental T&C as well as the conclusion, amendment or supplementation of individual rental agreements 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 regarding proposals, claims, evidence or letters of confirmation on the part of the Lessee shall under no circumstances be deemed to constitute consent on the part of WTC.

14.5. Should any provision of this Rental T&C, as a whole or in part, be or become invalid, ineffective or unenforceable, the validity and enforceability of all other remaining provisions shall not be affected thereby. The invalid, ineffective or unenforceable provision shall, to the extent legally permissible, be deemed replaced by that valid, effective and enforceable provision that comes closest to the economic purpose pursued with the invalid, ineffective or unenforceable provision as regards subject-matter, amount, time, place and scope. The aforesaid shall apply mutatis mutandis to any unintended gap in this Rental T&C.***