

GENERAL RENTAL AGREEMENT

Between

TRAWEMA GmbH, Otto-Brenner-Str. 16, 52353 Düren, Germany

(hereinafter referred to as «*the lessor*»)

and

Fa. XYZ

(hereinafter referred to as «*the lessee*»)

the following rental contract is agreed:

1. General

- 1.1 This rental agreement is based on the General Terms and Conditions of the lessor. Deviating conditions of the lessee are rejected, unless the lessor has agreed to them in writing.
- 1.2 The rental equipment will remain the lessor's or the lessor's cooperating company's property, also during the rental period. The lessee is responsible for preventing disadvantages for the lessor (pledges, claims, all kinds of utilization of third parties).

2. Rental pricing / Payment terms

- 2.1 The lessor will publish the actual rental price list or will quote the particular rental to the lessee. Different rental rates have to be agreed in writing.
- 2.2 Consumables or lost material or accessories will be charged separately using the actual sales prices.
- 2.3 Payment terms are net 30 days after invoicing. As a rule, the invoice will be issued after the end of the rental period and return of the leased equipment. If a rental period of 6 weeks has been exceeded, the lessor is entitled to demand advance payments.

3. Rental duration

- 3.1 The rental period starts with the date on which the rental equipment leaves the lessor's premises and ends with the date on which the rental equipment is delivered back to the lessor's premises. Different agreements, for instance transportation time will not be issued as rental period or similar, have to be agreed in writing. An extension of the rental period shall require the consent of the lessor. The lessee shall request an extension of the rental period as soon as possible.
- 3.2 As soon as the rental equipment has been reserved by the lessee for a pick-up (arranged by lessee) or a shipment on a fixed date, the rental business is binding. If the rented object is not picked up by the lessee or the lessee's forwarding agency at the lessor's premises, without prior discussion between the parties, a reservation fee of 50% of the daily rental price is due and has to be paid by the lessee to the lessor.

4. Shipping and Transport

4.1 If no special agreements are made, the lessee shall bear all costs of transport and the transport risk for all necessary transports of the rental equipment.

4.2 The shipping method will be agreed to separately from case to case.

5. Usage of rental equipment / Damage of rental equipment

5.1 The lessee ensures that the rental equipment will be used professionally and all valid safety regulations are applied. The lessee guarantees that he or the people, who will operate the rental equipment, is/are familiar with its proper and safe usage.

5.2 The lessee is liable for all damage to the rental equipment (including theft), which have arisen during the rental period and are not part of the standard machinery revision. The rental equipment shall, if possible, be repaired at the lessor’s factory and the repair cost will be invoiced separately to the lease invoice. If the repair of the rental equipment is not economical, the lessee is obliged to pay damage compensation up to the amount of the replacement value of the rental equipment.

6. Warranty / Guarantee / Exclusion of damage compensation

6.1 The lessee shall report defects, damages or incompleteness of the rental equipment (design or material defects, missing equipment) to the lessor immediately upon receipt of the rental equipment. The lessor will immediately take care of the repair or completion.

6.2 Only the valid product liability laws are applicable, moreover, claims for damages of the lessee to the lessor are excluded for any legal reason. Especially consequential damages are excluded from the lessor’s liability.

7. Final Provisions

7.1 Any amendments or additions to this contract must be made in writing in order to become effective.

7.2 This Rental Agreement shall be governed by German law. Court of jurisdiction is Düren, Germany.

7.3 In the event that individual provisions of this contract are ineffective, the remaining regulations shall remain in effect. In lieu of the invalid provision or as a remedy of the possible incompleteness of the contract, an appropriate valid provision, which the parties would have intended if they had known of the ineffectiveness or of the incompleteness of the contract and which corresponds either to the commercial effect of the invalid provision or comes as close to it as possible, shall replace the invalid one.

The lessee

Fa. XYZ

Place, Date: _____

Signature: _____

Name : _____

Position : _____

The lessor

TRAWEMA GmbH

Place, Date: _____

Signature: _____

Name : _____

Position: _____