

General terms and conditions for tool leasing contracts
from Schüco International KG, Karolinenstraße 1-15, 33609 Bielefeld
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1. Area of application

These general terms and conditions for tool leasing contracts shall apply between Schüco International KG (hereinafter referred to as the "lessor") and the lessee of tools (hereinafter referred to as the "leased object"), insofar as the lessee is a business enterprise.

2. Type and subject of service

- 2.1** The lessor gives the lessee the right during the lease period to use the leased object to facilitate their work with Schüco products in accordance with the intended purpose.
- 2.2** The lessee shall not permit use of the leased object, including all materials supplied with it, to third parties nor leave it with them for any period, nor in particular lease or lend it.
- 2.3** The responsibility for the selection of the leased object (including the performance results to be brought about through its use) resides with the lessee.
- 2.4** The lessor is entitled to see the leased object at the site of the lessee during hours of business after giving advanced notice. The lessee is obliged to allow the lessor to do so, in particular the lessee shall grant the lessor access to the leased objects.

3. Delivery and collection

- 3.1** The delivery of the leased object shall take place at the start of the lease during the day on which the agreed lease period begins. Delivery shall be FCA in accordance with Incoterms 2010. The lessor shall appoint the carrier. The costs of the transport by the carrier and the packaging shall be borne by the lessee.
- 3.2** Collection shall take place on the last day of the lease period. Collection shall be FCA in accordance with Incoterms 2010. The lessor shall appoint the carrier. The costs of appointing the transport by the carrier and the packaging shall be borne by the lessee. The lessee shall ensure that the leased object is in a condition that is ready for dispatch and shall use the shipping envelope and label provided by the lessor.
- 3.3** Should the lessee be at fault for an unsuccessful collection, they shall bear the resulting costs.

4. Obligations of the lessee

- 4.1** The lessee is obliged to pay the agreed amount to the lessor.
- 4.2** The lessee is obliged to accept the leased object and must endorse its proper receipt for the lessor.
- 4.3** The lessee shall use the leased object in a careful manner and adhere to the maintenance, care and usage recommendations from the lessor.
- 4.4** The lessee is obliged to ensure by means of appropriate personnel, technical and organisational measures that the leased object is used in accordance with its purpose and that the leased object is not subject to excessive use.
- 4.5** The lessee is not authorised to make changes to the leased object. This applies in particular to modifications and installations.
- 4.6** The lessee is obliged at their own expense to protect the leased object against access and impairment by third parties, and the lessee is obliged to inform the lessor immediately in writing in the case of threatened or actual enforcement measures, distraint, claims under lessor's lien etc., including the bailiff's return with name and address of the creditor. The lessee shall also inform the lessor without delay of any application to foreclose on the property where the leased object is located.
- 4.7** All risks resulting from a breach of the duty of care with regard to the leased object shall be transferred to the lessee upon handover of the leased object. In particular, the risks of destruction, loss, theft, deterioration and premature wear.
- 4.8** If the lessee is at fault for the materialisation of one of the risks specified above, they are obliged to pay compensation to the amount of the replacement or repair costs. The lessor must be informed without delay of any loss or damage to the leased object and the relevant police authority must be notified in the event of suspicion of a criminal offence.

5. Term of the contract and notice of termination

- 5.1** The lease begins on receipt of the leased object by the lessee.
- 5.2** The notice period for the lessee and lessor is 2 working days. Working days for the purposes of these general terms and conditions for tool leasing contracts are Monday, Tuesday, Wednesday, Thursday and Friday.
- 5.3** Upon termination the lessee must make the leased object ready for collection within 2 working days.
- 5.4** The lessor has the right to terminate without notice for a compelling reason. A compelling reason is deemed to exist in particular if:
- The lessee is in arrears with its payments for more than 30 days, in particular the leasing payment, and does not pay the arrears within one week of receiving a reminder;
 - The lessee is in breach of provisions of these conditions;
 - The lessee does not fulfil other contractual obligations in spite of warnings by the lessor, in particular if the lessee continues or tolerates usage of the leased object in a manner contrary to the conditions of the contract;
 - Circumstances give the lessor cause for concern that the financial situation of the lessee has deteriorated or is likely to deteriorate

compared with its state at the time the contract was signed, such that it seems probable that the lessee will no longer be able to completely fulfil their obligations under this contract, in particular the obligation to make punctual rental payments, especially when the lessee ceases to make payments, compulsory execution is imposed on the assets of the lessee, or when bankruptcy proceedings are initiated.

5.5 Any notice of termination must be made in writing.

5.6 If termination is due to the conduct of the lessee, the lessee is obliged to pay damages. Provided the lessor cannot prove that a greater extent of damage was incurred or the lessee cannot prove that a lesser extent of damage was incurred, the lessor can request that damages be paid at a flat rate of 50% of the remaining charges that would have been payable up to the end of the maximum leasing term had the contract not been terminated. The lessee has the right to prove that the damage was not or was only to a minor extent incurred by the lessor.

5.7 The usage rights of the lessee shall expire when the contract ends. The lessee is then obliged to return the leased object to the lessor in a clean condition and with all parts and accessories listed in the leasing contract.

6. Remuneration and miscellaneous expenses

- 6.1** The payment amount is stated in the signed contract.
- 6.2** The leasing cost shall be due at the end of each month and shall be payable within 14 days of the invoice date unless otherwise agreed.
- 6.3** The lessee shall absorb all taxes, fees and any other costs under public or private law which arise as a result of this contract or the possession or use of the leased object.
- 6.4** If the leased object is not returned in a condition pursuant to section 5.7 the lessee must bear all costs incurred to return the leased object after the handover to a condition as stipulated in the contract.

7. Arrears

If the lessee is in arrears with a payment due, the lessor has the right from this point in time and without further notification to claim arrears interest 8 percentage points above the base rate in accordance with Section 247 of the German Civil Code. The assertion of further damage caused by delay shall not be precluded by this.

8. Liability for defects

- 8.1** The lessor is obliged upon handover of the leased object to examine it and give notice of any defects or damage detected. Obvious defects or damage which are not documented upon handover of the leased object cannot be notified retrospectively. If the lessor does not comply within 5 days of the handover with this obligation to notify defects, they thereby signal that they acknowledge the defect as a non-significant impairment of the leased object within the meaning of Section 536(1)(3) of the German Civil Code. After this period expires the lessor is not entitled to claims for damages or other claims against the lessee on account of the defect.
- 8.2** The lessee must inform the lessor of the defect without delay following their discovery stating the information known and necessary for identifying the defect. Within the bounds of reasonable expectation, the lessee must undertake measures that simplify finding the defect and its causes. The lessee assumes the responsibility of the lessor for diagnosis and maintenance work that is necessary as a result of reasons for which the lessee is accountable (including inappropriate use, modifications or enhancements carried out by the lessee).
- 8.3** Should the tool leased by the lessee break down, the lessor shall, as preferred, use either its own personnel to undertake repairs, engage a suitable third party or exchange the appliance or defective component. Where the device is exchanged, this takes the place of the original leased object.
- 8.4** Operating resources are not the subject of this leasing contract. Accessories associated with the leased object and other parts subject to wear are not part of this guarantee.
- 8.5** Should the leased object still be non-operational 14 working days after the lessor has received notification of a defect, for reasons not attributable to the lessee, or the lessee has no interest in continuing the contract as a result of this defect, the lessee has the right to terminate the contract without notice. The lessee shall also be entitled to demand a reduction in leasing interest instead. The framework of liability defined under point 9 shall apply to any claim for damages.

9. Liability

- 9.1** The liability of the lessor in accordance with Section 536a(1) of the German Civil Code for compensation of damages for defects of the leased object present at the time of signing the contract (warranty liability) is excluded.
- 9.2** The lessor is liable for damages as follows:
- In the event of deliberate acts and gross negligence, unlimited;
 - In the event of loss of life, personal injury or harm to health, unlimited;

- In the event of liability in accordance with product liability law, unlimited;
- In the event of violation of significant contractual obligations in place of damages that could typically be expected; the maximum typical damages that could be expected is €5,000.00.

9.3 The lessee is obliged to make the premises safe in order to fulfil its obligation to reduce damages.

9.4 The lessee shall be liable for any damage to the leased object attributable to them or for the loss of the leased object including parts and accessories attributable to them. Furthermore, the lessee shall be liable for any follow-up costs of the lessor resulting from such damage. This shall also apply in the case of the lease being exceeded.

10. Deposit

If the lessee has provided the lessor with a deposit, the lessor shall be entitled at end of the leasing contract to declare set-off with regard to undisputed claims for reimbursement of the deposit to which they are entitled. The deposit shall not bear interest.

11. Limitation of the rights of set-off and retention

The lessee waives the right of retention against the lessor, in so far as this is not based on this contractual relationship, and the lessee waives the right to offset unless the claims of the lessee have been established without dispute or with legal force.

12. Place of jurisdiction / applicable law

Bielefeld is the court of jurisdiction and place of fulfilment for all obligations arising from or in connection with this contract. German law applies exclusively. The UN Convention on the International Sale of Goods shall not apply.