

General Terms and Conditions for Rental (GTC)

1. General – Scope of Application

- 1.1 These general terms and conditions apply to all present and future business relationships in the context of which we, **Nüssli (Deutschland) GmbH**, Rothgrund 6, 91154 Roth, act as lessor.
- 1.2 Any terms and conditions of the customer in departure from, in conflict with, or in supplement to these general terms and conditions, even if notified to us, are not a part of this contract excepting where their validity is explicitly agreed in writing.

2. Contract Conclusion / Rental Period / Contract Termination

- 2.1 Our quotes are non-obligational and non-binding, excepting where explicitly characterized as binding. We reserve the right to make technical changes, as well as changes in shape, color, and/or weight, within limits, if such changes lie within our justified interests and are reasonable for the customer.
- 2.2 An order placed by the customer constitutes a binding offer of a rental contract for the rental of the goods ordered. This contractual agreement can be accepted by us within two weeks of receipt. Acceptance will be confirmed either in writing by means of an order confirmation, or by delivery of the rental goods to the customer. If acceptance is confirmed by an order confirmation, the customer must check this order confirmation immediately. If any irregularities in the order are observed, the customer must notify us in writing immediately.
- 2.3 The rental period starts when the rental goods leave our factory/warehouse, or, if the order confirmation stipulates that we assemble the rental goods, upon our written approval to operate, at the latest, however, at the point in time specified in the order confirmation. The rental period ends when the rental goods are received back at our factory/warehouse, or, if the order confirmation stipulates that we disassemble the rented goods, upon commencement of disassembly, at the earliest, however, at the point in time specified in the order confirmation. A change in rental period (lengthening or shortening) requires prior written agreement between us and the customer.
- 2.4 The customer is entitled to withdraw from the rental contract before the rental period begins or to cancel the rental contract after the rental period has begun by submitting a written declaration of such to us. In the event of such a withdrawal/cancellation, the customer owes flat-rate compensation for expenses and damages, calculated as follows: (a) Withdrawal up to 60 calendar days prior to delivery of the rental goods from our factory/warehouse: 20% of the contract sum specified in the order confirmation; (b) Withdrawal up to 14 calendar days prior to delivery of the rental goods from our factory/warehouse: 40% of the contract sum specified in the order confirmation; (c) Withdrawal less than 14 calendar days prior to delivery of the rental goods from our factory/warehouse: 50% of the contract sum specified in the order confirmation; (d) Withdrawal after delivery of the rental goods from our factory/warehouse or cancellation after begin of the rental period: 100% of the contract sum specified in the order confirmation. It is at the customer's option to prove that any expenses and/or

damages were not incurred or are significantly lower than the flat rates.

3. Price, Payment Conditions

- 3.1 If not stated otherwise in the order confirmation, our prices include the costs of delivery and removal and are inclusive of assembly and disassembly.
- 3.2 Statutory value added tax is not included in our prices; VAT will be billed at the statutory rate applicable on the date the invoice is issued and will be indicated on the invoice separately.
- 3.3 Deduction of any discounts requires a separate agreement in writing.
- 3.4 All prices are given in euro. Payment in foreign currency requires a separate agreement in writing. If paying in foreign currency, the customer must compensate us for any losses we suffer due to exchange rate changes from the date of the order confirmation. Such compensation claim is due at the same time as the payment of the rental price.
- 3.5 If not otherwise agreed, we are entitled to invoice 30% of the rental price upon order confirmation and 30% of the rental price after successful assembly of the rental goods and, if the rental period is less than one month, 40% of the rental price after the end of disassembly or, if the rental period is longer than one month, the remainder rental price in equal monthly installments. If not otherwise indicated in the order confirmation, the payment of the rental price or the respective portion thereof is due, without deduction, 10 calendar days after the date of the invoice.
- 3.6 If the customer is in default of payment of an invoice amount by more than seven days, we are entitled, at our option, to either block the rental goods in part or in whole from use by the customer for the duration of default, or to cancel the rental contract without notice and to disassemble and transport back the rental goods at customer expense. We accept no liability for the consequences and losses to the customer resulting from these measures. Otherwise, statutory default rules apply.
- 3.7 The customer is only entitled to offset or retention if such counterclaims have been legally upheld, are undisputed, acknowledged by us, or are based on the defectiveness of the rental goods. The customer can also only exercise a right of retention if its counterclaim pertains to the same contractual relationship.
- 3.8 We are entitled to deduct our claims from claims of the customer. Further, we are entitled to deduct claims of other companies within our corporate group from claims of the customer if such claims pertain to their business relations with the customer or any other right against the customer. Decisive for the determination of the companies entitled under this clause is the most recent annual report published at the time the contract was concluded.

4. Delivery Conditions, Assembly, and Disassembly

- 4.1 Compliance with the delivery period(s) specified in the order confirmation is contingent upon complete and timely clarification of all technical issues in advance. Further, compliance with the delivery

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- period(s) is contingent upon timely and complete fulfillment of the customer's obligations to cooperate. We reserve the right to invoke non-fulfillment of the contract.
- 4.2 The customer is solely responsible for obtaining any necessary building permit or other required approval by competent authorities or other approvals as well as fulfilling any documentation for the assembly, maintenance, commissioning, operation, and use of the rental goods for the purpose and location intended by the customer at its own costs prior to delivery of the rental goods. The customer is solely responsible for obtaining all necessary approvals of the competent authorities at its own cost prior to begin of its use of the rental goods. We accept no liability for the customer receiving acceptance, approvals, or timely approvals for the intended assembly, maintenance, commissioning, operation, and use for its intended purpose and location, or that the customer will continue to receive such approvals. Upon written request from the customer, we will provide an inspection log (structural analysis) for this purpose. The inspection log will contain an original certified structural calculation with an inspection report from a competent inspection authority for structural analysis, execution approval, and (if applicable) completion protocol approval, as well as forms for the usage acceptance. The inspection log may only be used for filing with the competent authorities and must be returned to us immediately following such filing. Any conditions imposed by the competent authorities must be fulfilled solely by the customer at the customer's expense.
- 4.3 The customer warrants sufficient load-bearing capacity (min. 200 kN/m²) and related properties of the ground in accordance with our specifications in the area in which the rental goods are to be erected, as well as the accessibility of the access routes to the construction area and the accessibility of the construction area for truck-trailers with payloads up to 40 t or axle loads of 2 t to 7.5 t.
- 4.4 If, due to unforeseen, non-attributable, or extraordinary events on our part, a delivery to us by a supplier or transport company is delayed, the delivery time(s) specified in the order confirmation will be deferred accordingly. The same applies in the event of strike and/or lockout. If such non-availability lasts for a period of one month or longer, we are authorized to withdraw from the contract if the customer was immediately informed of the non-availability. In such cases, any payment already made will be immediately refunded.
- 4.5 If the customer is in default of acceptance or attributably fails other cooperation obligations, we are authorized to demand compensation of the damages insofar as we suffer any thereby. If the assembly location for the rental goods as specified in the order confirmation is entirely or partially unavailable at the agreed delivery time, we are authorized to store the rental goods or corresponding portion thereof at the expense and risk of the customer. For this storage, as of the start of the default of acceptance, we will charge a fixed fee of 0.2% of the value of the stored rental goods, maximized at 5% of the total order value. We reserve all further rights and claims.
- 4.6 In the event of a default of delivery, we will be liable in accordance with legal provisions if the default of delivery is attributable to gross negligence or intentional violation.
- 4.7 If the order confirmation stipulates that we are responsible for assembly and disassembly of the rental goods, we will inform the customer of the assembly and disassembly dates in a timely manner. The customer must hire those necessary auxiliaries for assembly and disassembly as well as loading and unloading specified in the order confirmation on time. If the required auxiliaries are not available or are insufficient in number on the agreed date for reasons not attributable to us, we are not responsible for any expenses resulting from the delays in assembly and/or disassembly. Additionally, in such cases, we are authorized to either provide our own auxiliaries or engage third-party auxiliaries, at the customer's expense.
- ### 5. Use/Return
- 5.1 The customer may only use the rental goods for the purpose specified in the order confirmation, and only during the time frame specified in the order confirmation, and only in the location specified in the order confirmation. The customer may only begin using the installed object upon written release from us.
- 5.2 The customer bears sole responsibility for the use of the rental goods and for observing the applicable accident prevention and other regulations related to the rental goods and their use, commissioning, and operation. The customer must protect the rental goods from overuse of any kind, with attention being paid to the suitability of the assembly location, in particular the floor and ground. Any unauthorized changes to the rental goods, in particular removal or relocation of anchoring material and supports, the installation of elevators or placement of facing or signs, undermining, changes in construction, etc. by the customer require our written consent. Changes to the rental goods must be removed and the rental goods returned to their original state by the customer at its cost and risk no later than the end date of the rental period. Our warranty does not cover improper or injudicious use, faulty assembly, or commissioning of the goods by the customer or third parties, wear and tear, incorrect or negligent handling, improper operating resources and replacement materials, and chemical, electro-chemical, or electrical influences, if these are not attributable to us.
- 5.3 The customer warrants that the rental goods will be treated with due care. For the duration of the rental period, the customer is fully liable for loss and damage of any kind that would diminish the value of the rental goods outside normal use and wear and tear. If the customer obtains claims against third parties on the basis of such losses or damages, even if these claims are not covered by insurance, the customer will assign these claims to us upon request.
- 5.4 During the rental period, the customer bears the duty of care and the duty of public safety for the rental goods. From the moment of delivery until the moment of return of the rental goods, the customer must provide sufficient and reliable security for the rental goods at its own cost and risk and under-take suitable measures to protect the rental goods from damage, destruction, and loss. In any case of damage to, or destruction or loss of the rental goods, the customer must inform us immediately in writing and

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await our instructions. In cases of theft and property damage, the customer must also involve the police.

- 5.5 The customer will carry, at its own cost and for the duration of the rental period, adequate insurance against the risk of damage and destruction and loss of the rental goods or parts thereof at least in the amount of the re-placement value of the rental goods. We will immediately inform the customer of the amount of the replacement value of the rental goods upon its request. At our request, the customer must provide proof of such insurance through suitable documentation. Corresponding insurance held by us does not release the customer from its contractual and/or statutory liability.
- 5.6 The customer may only sublet the rental goods or grant third-party rights of any kind to the rental goods with our written permission. This does not apply to the subletting or transfer of rental goods or parts thereof to third parties as part of the customer's regular operations. If a third party asserts rights to the rental goods through seizure, garnishment, or the like, the customer must inform us thereof immediately in writing.
- 5.7 We are authorized to attach reasonable advertising (in particular, labeling of individual parts with decals) to the rental goods.
- 5.8 At the end of the rental duration, the customer must present the rental goods to us in complete, undamaged, and clean condition, at its own cost and risk. The customer must grant us access to the rental goods no later than the last day of the rental period for a mutual inspection and assessment of the rental goods and written logging of the condition of the rental goods. The customer will be liable for the full replacement cost of any damaged or not fully returned components of the rental goods. We will immediately inform the customer of the replacement value of the rental goods upon its request. We reserve the right to assert further claims for damages. Rental goods not cleaned will be cleaned by us or a third party engaged by us at the customer's expense.

6. Warranty

- 6.1 Upon receiving the rental goods, the customer must immediately inspect them for completeness and defects. The customer must report obvious defects to us in writing within four calendar days of receipt of the rental goods. If we are not notified, or not notified in time, the customer's rights to any warranty claims based on these defects are excluded. If the customer fails to follow our operating and/or maintenance instructions, undertakes changes to the rental goods, exchanges parts or uses consumables that do not correspond to our specifications or which we have not approved in writing, the customer's claim to damages to the rental goods resulting therefrom are excluded.
- 6.2 The only warranted characteristics of the rental goods are those expressly specified in the order confirmation. Technical advice and recommendations by us, as well as any promotional statements or claims, are made outside of contractual obligations. In particular, verifying if the rental goods ordered by the customer or recommended by us are suitable for the customer's intended purpose is the sole responsibility of the customer.

6.3 We warrant the repair or replacement (subsequent performance), at our option, of defects in the rental goods.

6.4 If we provide personnel for the purpose of the customer's use of the rental goods, these personnel are provided solely in an advisory capacity, and we accept no liability for their provision.

7. Limitations of Liability

7.1 Our liability extends no further than malicious or deliberate intent or gross negligence. This limitation of liability does not apply to default of our essential duties (cardinal duties), to customer claims based on product liability or characteristics of the rental goods guaranteed by us, as well as personal injury claims of the customer. In all cases, our liability is limited to the amount of contractually typical, reasonably foreseeable damages. Our liability for direct and indirect secondary damages (e.g., cancellation of events) is excluded, unless a characteristic of the rental goods that has been guaranteed by us is intended precisely to protect the customer from such damages.

7.2 The above provisions apply to our liability on all legal bases, in particular liability for breach of duty (e.g., default, impracticability, debts at conclusion of contract, warranty), for tort, and violation of trademark rights. If our liability is excluded or limited, this also applies to our employees, workers, representatives, and agents.

7.3 Workers or auxiliaries sourced by the customer or from third parties by the customer for the assembly and/or disassembly or for the use of the rental goods do not qualify as our workers/auxiliaries provided in the performance of this contract. The customer bears the costs and risk for any such workers or auxiliaries.

8. Final Provisions

8.1 We are authorized to use the customer's company, the location of the rental goods during the rental period, and the occasion (event) of the rental, as well as, in coordination with the customer, video and audio materials of the event for advertising purposes, in particular for the purpose of references, and such use will be unrestricted and free of cost.

8.2 This contract is governed by the law of the Federal Republic of Germany. The provisions of the CISG (United Nations Convention on Contracts for the International Sale of Goods) do not apply.

8.3 The place of performance is the installation site of the rental goods that is described in the order confirmation. Exclusive place of legal jurisdiction for any disputes arising from this contract is the place where our company has its official seat. However, we are also entitled to litigate against the customer in the customer's local court.

8.4 If individual provisions of the contract with the customer, including these general terms and conditions, are or become fully or partially invalid or unenforceable, this will not affect the validity of the other provisions. The invalid or unenforceable provision will be replaced by a valid and enforceable provision which resembles the economic consequences of the

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invalid or unenforceable provision as closely as possible. This applies accordingly in the event that the contract proves incomplete.