

OUR GENERAL RENT TERMS & CONDITIONS

As of: 01.05.2025



1.Scope

- a. These General Terms and Conditions of Rental (hereinafter referred to as GTC) apply to all rental agreements concluded with us.
- b. Any terms and conditions of the renter that conflict with or deviate from the GTC shall only apply if they have been expressly recognised by us.
- c. The tenant's general terms and conditions are also non-binding if their validity is not expressly contradicted. Tacit acceptance of the tenant's general terms and conditions through conclusive behaviour is excluded.

2.Prices and terms of payment

- a. Unless otherwise agreed, the rental prices apply ex warehouse.
- b. The rent shall be invoiced in arrears on the last day of the month. Partial months exceeding the minimum rental period shall be invoiced on a pro rata basis.
- c. All invoices issued for rent / costs for processing / cutting or losses / freight costs / purchase of the rental object are due for payment within 14 days of the invoice date, without any deductions.
- d. If a rental is agreed for a fixed rental period, the rent for this period shall be invoiced after delivery of the rental object. Subsequent rents shall be invoiced monthly in arrears.
- e. For compensation for cuts, total losses or in the event of purchase from rental, the profiles and lengths actually delivered shall be invoiced.
- f. If the rental object is purchased by the renter, ownership of the rental object shall only pass to the renter after all claims arising from the rental agreement have been settled and the purchase price has been paid in full (retention of title).
- g. In the event of default in payment, the renter shall be obliged to pay default interest at a rate of 8% above the base rate of the European Central Bank. The assertion of further damages caused by default remains unaffected by this. In the event of non-compliance with our terms of payment or circumstances that call into question the creditworthiness of the lessee, all our claims shall become due immediately, regardless of any deferrals granted.
- h. In the event of default in payment and in the event of insolvency, we shall be entitled to charge the agreed costs for non-return of the rental object.

3.Delivery of the rental object

- a. Unless otherwise agreed, the tenant shall collect the rental object from our warehouse at his own expense.
- b. All transport must be coordinated directly with our warehouse in good time, but in any case 3 working days before collection.
- c. We are not liable for waiting and loading times.
- d. The rental object shall only be handed over after receipt of the rental agreement acknowledged and signed by the lessee.
- e. Unless the delivery of new steel profiles is expressly stipulated, used parts may also be delivered.

4.Rental period

- a. The rental period generally begins on the day the rental item is made available for collection from our warehouse.
- b. If we deliver the rental item, the rental period begins when the rental item arrives at the place of use.
- c. Unless otherwise agreed, the minimum rental period is 3 months.
- d. A rental month is generally calculated on the basis of 30 days.
- e. The rental period ends on the day on which the rental object is returned to our warehouse by the lessee in the condition stipulated in the contract.
- f. If the rental agreement has been concluded for a fixed rental period, it cannot be terminated before its expiry. We reserve the right to extraordinary termination in accordance with the provisions of Section 11. No refund of the rental fee will be made in the event of early return of the equipment.

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5. Use of the rental item

- a. The lessee is obliged to insure the rental object adequately against damage, loss and destruction for the period from collection to return to us. Upon request, the lessee must provide us with proof of adequate insurance.
- b. Changes to the rental object or its transfer to third parties in any way whatsoever are not permitted without our written consent.
- c. The use of the rental object at a location other than the agreed place of use or construction project is not permitted without our express written consent. If the lessee violates this obligation, they shall be obliged to pay a contractual penalty per violation, which is not subject to judicial moderation, corresponding to twice the agreed minimum rental fee.
- d. The lessee shall use the rental object with due care, treat it with care and protect it from overuse and damage of any kind.
- e. In the event of material loss or damage caused by overuse of the rental objects, the lessee shall reimburse the contractually agreed loss price.
- f. We are entitled to inspect the rental object at the place of use at any time and to check that it is in proper condition.
- g. The transfer of risk from the tenant shall only end after the rental object has been properly returned to our storage facility.
- h. In the event of destruction, loss, damage or theft of the rental items, the lessee shall compensate us for the damage incurred by replacing the material loss at the agreed replacement value or, if no such value has been agreed, at the current replacement value. The lessee's obligation to pay the agreed rental fee shall remain unaffected by this.
- i. If the lessee rents rental items of the same or a similar type from several lessors for use on a construction site, the lessee is obliged to mark the items rented from us accordingly without causing damage to the rental items. If the lessee fails to comply with this obligation, they shall be liable for appropriate compensation.

6. Complaints, warranty, compensation

- a. The tenant is obliged to inspect the goods immediately upon receipt for any defects, including visual defects.
- b. The assertion of missing quantities requires the presentation of a confirmation from the carrier.
- c. The processing and treatment of defective goods is to be refrained from.
- d. Complaints of any kind must be made in writing immediately upon receipt of the goods, in the case of obvious defects in any case before processing, and in the case of hidden defects immediately upon discovery.
- e. Damage caused by weather conditions or improper storage is excluded from the warranty.
- f. We shall only be liable for claims for damages of any kind, regardless of the legal basis on which they are based, in cases of gross negligence (intent and gross negligence) or due to the absence of contractually guaranteed properties.
- g. Liability for consequential damage caused by defects is excluded.

7. Encroachment on property

- a. The lessee is obliged to inform us immediately of any official, judicial or other measures taken by third parties (seizures, confiscation, etc.) concerning the rental objects in our ownership and to inform the third parties of our ownership.
- b. The lessee shall bear all costs of judicial and extrajudicial measures and interventions undertaken to defend against or remove the interference.

8. Return of the rental object

- a. The lessee is obliged to return the rental object to our warehouse at its own expense immediately after the end of the period of use at the place of use specified in the rental agreement.
- b. It is not permitted to return equivalent or other profiles instead of the rented item.
- c. Transport must be arranged directly with our warehouse in good time, but in any case 3 working days before return.
- d. The rented item must be returned by the tenant in the same condition as received, i.e. cleaned and in fully functional condition. Sheet pile locks must be free of dirt. Damaged profile ends must be cut to the correct angle. Anchor holes and other holes (max. size 200 mm x 200 mm) must be welded professionally and tightly, except for one pull hole of 40/300 mm per individual plank. All profiles must be free of adhesions and corner profiles. The maximum deviation in straightness is +/- 2% of the profile length. The deviation in profile width is limited to +/- 2% for double planks and +/- 3% of the respective construction width for double planks.
- e. The lessee must carry out all necessary repairs and maintenance required by the use of the rental object at their own expense.
- f. We are entitled to refuse to take back rental items that are not cleaned or not fully functional until they have been restored to proper condition by the lessee.
- g. As long as the rental item has not been returned in proper condition, a usage fee equal to the agreed rental price shall be payable.
- h. If return in accordance with the contract is not possible or if the rental object is a total loss, this rental object must be paid for.

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9. Reconditioning and repairs

- a. Upon return of the rental object, it is not possible for us to carry out an immediate, thorough inspection of the rental object. We reserve the right to identify and record any defects and damage within a period of 6 weeks after receipt of the goods. The report shall be brought to the attention of the lessee. If defects are found, these shall be remedied by us and the costs shall be invoiced to the lessee in accordance with the terms and conditions set out in the rental agreement.
- b. If repair of the rental item is not possible or economically unreasonable, the renter shall compensate us for the loss of material in the amount of the contractually agreed replacement value or, if this has not been agreed, in the amount of the current replacement value.

10. Minimum return lengths – after reconditioning

- a. The rental item may be shortened by a maximum of 10% of the delivery length.
- b. Profile lengths are specified in increments of 0.50 m. The permissible length tolerance is +/- 0.25 m.
- c. Rental items that do not meet the minimum return lengths before or after reconditioning will be invoiced as total losses. These will be kept at our warehouse for collection by the customer for 1 month after invoicing. If these total losses are not collected by the renter within this period, they will be disposed of without compensation to the renter.

11. Termination of the rental agreement without notice

- a. We are entitled to terminate the rental agreement prematurely if the renter is in default of payment in whole or in part, makes improper use of the rental item or violates any other provision of the agreement.
- b. We only rent to the renter if the rental transaction and, in particular, the replacement value can be covered by our trade credit insurance. If, after conclusion of the contract, it transpires that cover cannot be provided by our trade credit insurance, either in whole or in part, or that the insurance cover lapses in whole or in part, we are entitled to terminate the rental agreement prematurely.
- c. In such cases, we shall be entitled to secure and remove the rental object. The costs incurred in this regard, including recovery costs, freight and loading costs, shall be borne in full by the lessee.
- d. We may also terminate the contract without notice if the financial situation of the lessee deteriorates to such an extent that payment of the rent and costs is no longer guaranteed, or if composition or bankruptcy proceedings are or have been initiated against the lessee's assets, or if insolvency proceedings have not been initiated due to a lack of assets to cover costs.
- e. Our other rights to terminate the contract without notice for good cause under the law remain unaffected.
- f. If we terminate the contract without notice for one of the reasons stated above, we may, without providing separate proof, offset our damages with a penalty not subject to judicial mitigation in the amount of twice the agreed minimum rent. We expressly reserve the right to assert further claims for damages.

12. Applicable law, place of performance, place of jurisdiction and partial invalidity

- a. Austrian law applies to all business relationships with us, regardless of their nature.
- b. For all rights and obligations arising from transactions with us, the place of performance for both parties is Salzburg, Austria.
- c. The place of jurisdiction for all current and future claims arising from the business relationship is Salzburg. Notwithstanding this, we are entitled to bring proceedings before another court with jurisdiction over the tenant, in which case the law applicable to that place of jurisdiction shall apply.
- d. Should individual provisions of these rental conditions be or become invalid in whole or in part, the remaining provisions shall remain fully effective. Any invalid provisions shall be replaced by provisions that come closest to their purpose in a permissible manner.
- e. Deviating agreements or additions to the General Rental Conditions must be made in writing to be valid. Verbal side agreements are invalid.
- f. We are entitled to transfer our rights under this contract – individually or in their entirety – to third parties even without the consent of the tenant.
- g. Translated with deepL, German version and Austrian law apply.