

General Terms and Conditions of Lease

1. Validity of the conditions

1.1 Each contract is concluded exclusively according to our general terms and conditions, commercial and rental terms and conditions (set out below), which shall apply to any future business dealings, notwithstanding that they are not specified from time to time. Any deviations or particular contractual conditions of the client, even if not explicitly contradicted, shall only be valid with our prior written confirmation.

1.2 For the purposes of this document, e-mails and faxes shall be considered forms of written communication.

2. Conclusion of Contract, Subject Matter

2.1 Our offers are non-binding. Verbal or telephone agreements require written confirmation from us in order to be valid.

2.2 Any documents, which are sent with the offers, such as brochures, illustrations, etc., provide information of a general nature. Any documents sent with the offers, such as brochures, illustrations, etc., provide information of a general nature, unless they are expressly indicated as binding. Decisive for the quality and performance of the equipment leased equipment is the order confirmation.

2.3 The rented equipment is CE-certified and therefore fulfils all currently valid EU standards and regulations. It is the task of the customer check their possible use outside the EU.

3. Condition of the leased object and notification of defects

3.1 The rented system shall be delivered to the client free of defects, clean and in fully functional condition.

3.2 The customer shall, upon receipt of the equipment, inspect it for any defects to be reported immediately and in writing.

3.2 The costs for the repair of a defective and not fully functional system shall be borne by us.

3.3 If the rented object is defective and does not work perfectly and if the defects, adequately reported, are not repaired within a reasonable period, the customer shall be entitled to withdraw from the contract. These regulations makes no change to the validity and enforceability of other rights under the legislation.

4. Obligations of the client

4.1 The client shall be obliged to strictly observe the operating instructions and and operation instructions and to permit the equipment to be used only by personnel with the necessary skills for high-voltage machines. I costs resulting from damage caused by improper use shall be borne by the client.

4.2 The customer shall be liable for wilful misconduct and negligence on its own part, on the part of ist his employees and collaborators and, in general, of any third parties, whose presence in the area of use of the equipment, falls under its responsibility.

5. Calculation of the rent

The rent is calculated on a weekly basis. Invoices are issued every 14 days and shall be paid immediately upon receipt.

6. Right of Inspection and Verification of Leased Equipment

6.1 We reserve the right to inspect the rented equipment at any time, either directly or via third parties, the rented equipment at any time.

6.2 The customer shall be entitled to carry out, or have carried out by third parties commissioned for this purpose, an inspection of the rented equipment.

6.2 The customer shall be entitled to inspect the rented equipment prior to its return, or to have third parties commissioned for this purpose carry out such inspections.

6.2 The customer shall be entitled to inspect the rented equipment prior to its return parties. The costs of the inspection shall be borne by the principal.

7. Risk assumption and insurance

7.1 The client guarantees to cover, by means of its own insurance policy, any irreparable damage and/or failure caused by improper actions and/or omissions; it shall also insure the equipment, for a sum equal to its value when new, against fire, burglary, damage to water mains and any mechanical failures. The insurance company must be based in Germany. The client must certify by certificate/policy that he is insured in accordance with our provisions. appropriate insurance in accordance with our regulations; should he fail to comply with this obligation, or if we determine that the insurance cover does not insurance cover does not comply with these provisions, we shall take out new insurance cover at the client's expense. The customer waives all insurance claims for irreparable damage or failure.

7.2 Any losses arising from theft, burglary or loss of the rented equipment at the place of use shall be borne by the customer.

7.3 In the event of damage or loss, the customer shall notify us immediately indicating the time, cause and extent of the damage. In the event of irreparable failure of the rented equipment as a result of damage, the customer's obligation to pay the rental fee shall automatically cease from the day on which the damage occurs.

7.4 In the event of irreparable failure of the rented equipment as a result of damage, the obligation of the client to pay the rental fee shall automatically cease as of the day on which the damage occurs. In the event of an irreparable fault attributable to the principal, the latter shall be obliged to pay the sum equal to its value at the time of the damage. In the event of damage of the rented equipment by the principal, the costs for repairs shall be borne by the principal. We also reserve the right to take further action for compensation actions for compensation.

8. Maintenance and Repair of Wearing Parts

8.1 The customer shall be obliged to keep the rented equipment in a proper, safe and functional operating condition by following our operating and maintenance instructions and by avoiding

excessive stress of any kind.

The client is also obliged to clean the equipment before handing it over.

8.2 Any repairs as well as the installation of spare parts necessary to keep the equipment in proper working order shall be carried out exclusively by us. The costs for such operations, as well as for cleaning, shall be borne by the client.

8.3 The costs for necessary repairs of worn parts shall be borne by us.

9. Property Insurance

9.1 The customer is not permitted, without our approval, to make changes irreversible changes to the rented equipment, in particular additions or additions, nor to remove markings on it.

9.2 The customer shall not be permitted to assign rights under this contract or generally assign any rights to the leased equipment to any third party..

9.3 Should a third party, as a result of seizure, attachment or by virtue of a right in rem, acquire any title to the leased equipment, the leased equipment, the customer shall be obliged to notify us immediately in writing and to inform such third party of our right of ownership.

10. Fine del rapporto di locazione, rescissione

10.1 Insofar as a specific expiry date has been agreed upon, the rental relationship ends on its natural expiry. Irrespective of this, the contract can be duly terminated at any time by giving 30 days' notice in writing.

10.2 Irrespective of the date of termination, we reserve the right to demand payment of the rental fee until the rented equipment has actually been returned.

10.3 The return is effective upon physical return, irrespective of who bears the costs and risks associated with the transport.

11. Return of the rented equipment

11.1 The costs for returning the equipment to the agreed location shall be borne by the client.

11.2 If the equipment is returned in such a condition as to suggest that the client has not fulfilled his obligations of care and maintenance, the rental period shall be extended by the time necessary to carry out the omitted repairs, obligatory under this contract, carried out by us but at the expense of the principal.

12. Limitation of Liability

12.1 Our liability for defects in the rented equipment is considered limited on the basis of the following: the customer shall be entitled to any claims for damages due to defects in the equipment, only in the case if the defect itself or its late rectification is attributable to wilful misconduct or gross negligence. Any liability on our part for damage caused by defects that do not

malicious conduct on our part, gross negligence or failure to comply with contractual obligations, and even if, such liability is limited to damage attributable to foreseeable and non-exceptional circumstances. The limitation of liability shall not apply in the event of claims by the by the client for bodily injury and damage to health, as well as for death of the client or his assistants. We shall also not limit any claims of the client in the case of a guarantee underwritten by us or in the case of failure to report a defect aggravated by intent.

12.2 The limitations set out below shall apply to our contractual and non-contractual (tort) liability as well as to liability in the conclusion of the contract. The onus is on us to decide on the exclusion or limitation of liability. We are not liable for breaches of minor contractual obligations importance caused by minor negligence. Possible claims for damages in the event of a breach of material contractual obligations, shall be limited to foreseeable and typically contractually recognised damages, unless such breaches are not attributable to wilful misconduct or gross negligence.

No limitation shall apply if liability for bodily injury, damage to health, or of any death is attributable to us.

13. Miscellaneous

13.1 Any claims and counterclaims shall not constitute, for either party, a right to any form of legal set-off in the contract, unless the claim is undisputed or has become res judicata. The same principle shall also application for the purpose of a possible assertion of the right of retention. It remains remains unaffected by any right of the principal to a reduction of the rent in application of § 536 BGB (German Civil Code).

13.2 For the purpose of the contractual relationship between us and the principal, German law shall apply. German law shall apply.

13.3 The court of jurisdiction is Steinhagen. We reserve the right to file suit against the principal at the competent court at his place of business.