

## Rental Terms (03/2022)

CONTAINEX hereinafter called "the Lessor"

- 1) The item to be rented is and remains the property of the Lessor. The Lessee must not remove any labels from the rented item and must not sell, pawn, give away, rent out or otherwise hand the same over to third parties. The Lessee shall represent the interests of the Lessor towards third parties. The Lessee shall inform the Lessor without any delay of any events that, after delivery, may have an effect on the Lessor's title of ownership to the said item.
- 2) The Lessee shall require on take-over and return of the rented object the issue and hand-over of a confirmation of transfer/receipt specifying in writing any defects discovered.
- 3) The Lessee shall return the rented item in the same proper and clean condition in which he/she received it, taking into account normal wear and tear. If a rented object is returned in improper and unclean condition, the Lessor shall promptly arrange for the repair and cleaning thereof. The Lessee shall bear the costs thereof.
- 4) Irrespective of fault and cause, the Lessee shall also be liable to the Lessor in the case of force majeure, destruction or loss of or damage to the rented item between its being accepted and its return.
- 5) The rented item will not be insured by the Lessor.
- 6) The Lessee shall inspect the condition and suitability of the rented object at the time of accepting the same. The rental item shall be rented in its current condition. Any claims that the rental item is not found in the condition requested by the Lessee or that the rental item does not meet the intended use shall be excluded. The Lessee shall acquire any potential official permits necessary for the installation, construction and/or use of the rental item.
  - 7.1) It is expressly agreed that the Lessor shall not compensate the Lessee for injury to persons, for damage to goods not the object of the contract, or for other damage and loss of profit, unless it is apparent from circumstances in an individual case that the lessor is responsible for gross negligence. The Lessee shall provide evidence of any alleged damage. A shift of the burden of proof shall be excluded.
  - 7.2) The rental item provides only that level of safety that may be expected on the basis of authorisation regulations, operating instructions, regulations of the Lessor on the handling of the rental item, especially with regard to any possible inspections, and other instructions given.
  - 7.3) In the event of minor negligence of the Lessor, provided that clause 7.1 does not apply, the compensation for damage shall be limited to 5% of the total rent, but to a maximum of 6 month's rent.

7.4) Court proceedings shall be taken for all claims of damage within one year of the discovery of the damage unless the Lessor does expressly accept the damage; otherwise the claims shall become void.

7.5) The Lessor shall not be liable to the Lessee for stoppages of production, loss of profit, downtime, loss of contract or any other economic or indirect consequential damage.

7.6) The Lessee shall indemnify the Lessor against all claims by third parties.

8) Any fees and contributions as well as taxes, levies and duties charged in relation to the rental contract, the holding or use of the rental object shall be borne by the Lessee.

9.1) The rental fee and any other claims under this contract shall be paid without delay after receipt of invoice. The Lessee shall not be entitled to withhold payments by reason of claims that the Lessor has not accepted.

The first rental invoice shall cover the first 30 days of rent. Thereafter invoices shall be issued per calendar month in advance in each case. The rental fee for the first 60 days shall be the minimum rental rate, also to be applied in the event of a shorter rental period.

9.2) If the rental agreement is concluded for a period of more than 6 months or if the rental object is used for longer than 6 months, the lessor can, in the event of a price or cost increase (inflation, wage and raw material price increases, currency fluctuations, etc.) caused by the general economic situation, increase the agreed prices for the rental and services by a reasonable amount.

The adjusted prices are to be paid from the month after next (A – C), from the time of the notification of the price adjustment. In this case, the lessee has a special right of termination until the price increase takes effect.

9.3) Should the Lessee be in arrears or in the event of a deterioration of the financial situation of the Lessee, the Lessor shall be entitled to rescind the contract and to demand the return of the rental item or to recover the same at any time even without or against the will of the Lessee, also in the event, that there are items that are not objects of the rental contract. The Lessor shall be liable only for the items to be stored in a warehouse at the cost and at the risk of the owner.

Insofar as such items are the property of the Lessee, the Lessor shall have the right to pawn and to retain the same in order to secure the claims under the rental agreement. Insofar as such objects are not the property or possession of the Lessee, the Lessor shall have the right of lien and retention to secure the storage costs. After threat to the Lessee, with an appropriate deadline and notification of the anticipated sales proceeds, the Lessor is entitled to sell the objects for their specified revenue. The Lessor shall also have the right to objects which are not the property or possession of the Lessee if the expected sales proceeds do not cover (more than) the cost of storage, or if they are dangerous objects. If the Lessee is not available or there is imminent danger, the Lessor is entitled to recovery or disposal, even without prior agreement from the Lessee.

9.4) In case of delayed payment, default interest of 1.5% p.m. will be charged. In addition, we are entitled to charge a flat rate of EUR 50 (or an equivalent amount in the national currency) per reminder as compensation for any operating costs.

9.5) Rental claims shall not be offset against counter-claims. The Lessee shall expressly waive the exercise of the right to pawn or to retain the rental object.

10) The rental period shall start on the day agreed for commencement and end with the expiry of the agreed term. However, the duties of the Lessee, including the obligation to pay the agreed rent shall only end with the return of the rental item to the agreed depot and after restoration of its proper condition. In the event of loss of the rental item, the Lessee's obligations shall end with the receipt of payment for the replacement value for the same by the Lessor.

The confirmation of receipt signed by both parties shall serve as evidence of return.

11) The lessor shall not be liable for the timely provision or delivery of the rental object.

12) Amendments to these terms shall require to be made in writing.

13) Vienna shall be the place of jurisdiction for claims arising from or in connection with this Contract. The Lessor may also file action at the local court at the place of the registered office of the Lessee. The law of the place of jurisdiction, subject to exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply.

14) Invalid or unworkable provisions shall not affect the validity of the remaining provisions. On the contrary, a substitute provision intended by the parties to achieve the same economic purpose as the invalid or unworkable clause shall replace the invalid provision.