

## **Terms of Leasing (08/2012)**

CONTAINEX hereinafter called "the Lessor"

1) The item to be leased is and remains the property of the Lessor.

The Lessee shall not remove the labels placed on the leased item and shall not sell, pawn, give the same away, lease 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 delay of any events that, after delivery, may have an effect on the Lessor's title to the said item.

2) The Lessee shall require on the take-over and return of the leased object the issue and hand-over of a confirmation of transfer/receipt specifying in writing any defects discovered.

3) The Lessee shall return the leased item in the same proper and clean condition in which he/she received it, taking into account normal wear and tear. If a leased object is returned in improper and unclean condition, the Lessor shall arrange forthwith 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 leased item between its being accepted and its return.

5) The leased item shall not be insured by the Lessor.

6) The Lessee shall inspect the condition and suitability of the leased object at the time of accepting the same. The lease item shall be leased in its current condition. Any claims that the lease item is not found in the condition requested by the Lessee or that the lease item does not correspond to the intended use shall be excluded.

The Lessee shall acquire any possible official permits necessary for the installation, construction and/or use of the lease 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 lease 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 lease 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 time-barred.

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 on account of the leasing contract, the holding or use of the lease object shall be borne by the Lessee.

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

The invoice for the first rental shall cover the first 30 days. Thereafter invoices shall be issued for the calendar month in advance in each case. The rental for the first 30 days shall be the minimum lease rate, also to be applied in the event of a shorter lease time. Should the Lessee be in arrears or in the event of a deterioration of the financial conditions of the Lessee, the Lessor shall be entitled to rescind the contract and to demand the return of the lease 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 lease 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 lease 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 at risk of arrears, the Lessor is entitled to recovery or disposal, even without prior agreement from the Lessee.

In case of delayed payment, default interest of 1.5% p.m. will be charged.

Lease claims shall not be set-off against counter-claims. The Lessee shall expressly waive the exercise of the right to pawn or to retain the lease object.

10) The lease 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 first end with the return of the lease item in the agreed depot and after restoration of its proper condition. In the event of loss of the lease item, the end shall be with the receipt of payment by the Lessor for the replacement value for the same.

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

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

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 an 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.