

General rental agreement terms

of J. Helmke & Co. Elektrische Maschinen und Apparate

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General provisions

1. These general rental agreement terms of J. Helmke & Co. Elektrische Maschinen und Apparate (lessor) are part of any rental agreement concluded between the parties, unless the agreement contains other provisions. The lessor shall not accept any provision provided by the lessee which differs from or amends these rental agreement terms, unless it has expressly agreed to its validity in writing.
2. Any agreement differing from or amending this agreement must be concluded in writing. Non-compliance with the written form shall not affect the effectiveness of the agreement.

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Collection, delivery of the rental object

1. The lessee must collect the rental object from the lessor and must return it to the lessor at its own expense after expiry of the rental term.
2. Unless otherwise stated, the set day of collection/delivery shall be non-binding. The lessor shall be entitled to exceed the non-binding collection/delivery day by two weeks. After that the lessor shall be in default after receiving a reminder by the lessee.
3. The lessor shall inform the lessee when the rental object is ready for collection at a term of three working days in advance.
4. The lessee shall collect the rental object from the lessor from Mondays to Fridays between 8.00 a.m. and 2.00 p.m. These times shall also apply for the return of the rental object to the lessor after expiry of the rental agreement.



5. Delivery of the rental object by the lessor shall only be performed upon written agreement and at the lessee's expense. The same shall apply if the rental object is collected by the lessor after expiry of the rental agreement.

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Start of the rental period, rental term and return of the rental object

1. The rental period for which the lessee is obligated to pay rent shall begin on the day the rental object is ready for collection at the lessor's premises, to the extent that the lessor informs the lessee in due time. In the case of delivery, the rental period subject to rent shall start on the actual day of delivery. The rental term shall end on the day agreed on by the parties. If the lessee intends to use the rental object after the expiry of the set rental term, it shall notify the lessor in writing three workdays at the latest before the agreed date of return.
2. The lessee obligates himself to return the rental object in a complete, orderly and cleaned state after expiry of the rental term. If it continues to use the rental object, the rental term shall be extended for an unlimited period of time, unless one of the parties expresses contrary intentions within two weeks. If the rental term is continued, it can be cancelled on any workday, taking effect at expiry of the following workday.
3. If the lessee fails to fulfil its obligation to return the rental object after termination of the rental agreement, it shall be obligated to pay compensation – without prejudice to the lessor's right to demand payment of the agreed rent, or rent that is customary in the place of comparable objects, for as long as the lessee withholds the rental object.

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Rent and payment

1. All prices are in EURO and excluding VAT. The lessor shall be entitled to charge the lessee with the rent before termination of the rental agreement.
2. If the rental agreement is continued after expiry of the rental term, the lessee shall pay a full weekly rent for every commenced week.
3. Unless otherwise agreed, the lessor's invoices shall be paid within 10 days following the date of invoicing. Non-compliance with the agreed payment term shall result in default without reminder. If the bank is not able to withdraw the direct debit authorised by the lessee, the lessee shall pay the resulting fees.

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4. The lessor shall only be bound by privileges offered or agreed upon (e.g. discounts) if payment is made within the terms relating to the privileges.
5. Should the lessee be in default, the lessor shall be entitled to demand annual default interest in the amount of 8 percentage points above the basic interest rate. The lessor shall retain the right to prove and claim higher damage caused by delay.

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Compensation, right of retention

The lessee shall only have a right to set-off if the counterclaim it is entitled to is undisputed, established by force of law or ready for decision. The lessee shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relation, or if it is undisputed, established by force of law or ready for decision.

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Maintenance, servicing and repair

1. The lessee shall treat the rental object appropriately and with care. It may not be overstrained or applied for any other than the intended purpose. The lessee shall be obligated to assure the proper and contractual application of the rental object. Furthermore, it shall be responsible for protecting the rental object from external damage, in particular from aggressive media (acids, salts etc.). The monitoring elements installed in the rental object for winding and storage temperature must be correctly connected according to the relevant state of the art, and automatically evaluated. The functionality of the monitoring elements must be presented on the lessor's request.
2. The lessee shall be obligated to enable proper and professional servicing of the rental object by a specialist company. Costs arising from maintenance and repair due to wear and tear must be borne by the lessee.
3. The lessee shall be obligated to provide the lessor with access to the rental object within normal working hours and upon previous announcement for reasons of inspection and repair.



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Claims for defects

The lessor shall be responsible for defects of the rental object according to the legal provisions – notwithstanding the regulations in Section 6 subs. 2 – in accordance with the following terms:

1. If there already are material defects on the rental object at conclusion of the agreement (initial material defects), the lessor shall only be liable if it is responsible for the material defect, and if so, only according to Section 8.
2. The lessee shall immediately inform the lessor about any defect in writing.
3. During the contractual term, the lessee shall not be entitled to reduce the rent due to defects. The right to reclaim rent which was paid in excess shall remain unaffected.
4. The lessor shall at it's choice either remove the defects at its own expense or provide equivalent replacement. The lessee shall only be entitled to reject an equivalent replacement in the case of legitimate interest.
5. Claims for defects shall fall under the statute of limitation subject to the regulations of Section 8 subs. 4 after 12 months following the legal commencement of the limitation period.

Lessor's liability for damages

1. The lessor shall only be liable for damages for whatever legal reason if it or its assistants are responsible for breaching a cardinal obligation or another fundamental contractual obligation in a way that endangers the contractual purpose, or if the damage is the result of gross negligent or intentional behaviour.
2. If the culpable breach of a cardinal or other material obligation is not grossly negligent or intentional, the value of the lessor's liability shall be limited to contract-typical damages which could reasonably be expected at conclusion of the agreement.
3. The lessor's liability arising from the lack or later omission of a feature which the lessee was promised, or from culpable damage to life, body or health shall remain unaffected by the previous provisions. The same shall apply to binding liability



according to the German Product Liability Act (ProdHaftG). The rule of the burden of proof shall also remain unaffected.

4. Liability claims for damages shall fall under the statute of limitation after 12 months following the legal commencement of the limitation period. This shall not apply to claims arising from damage to life, body or health, to grossly negligent or intentional breaching of obligations or to the lessor's deceitfulness.

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Lessee's liability

1. The lessee shall immediately notify the lessor of any loss or damage of the rental object in writing.
2. Damages arising from the lessee's intentional or negligent behaviour, especially damages to the rental object resulting from improper operation or faulty maintenance, shall be repaired by a specialist company at the lessee's expense. If the cause of damage falls into the lessor's area of responsibility, the lessee shall have the burden of proof with respect to the fact that it is not responsible.
3. Should there be any dispute about the scope of damages, the rental object shall be inspected by an expert determined in mutual agreement by both parties. If the parties are not able to agree on an expert, it shall be appointed by the chairman of the Chamber of Industry and Commerce.

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Cancellation without notice

1. Both parties shall be entitled to cancel the rental agreement without notice for an important reason. In particular, important reasons for cancellation without notice by the lessor are provided if:
 - a) the lessee's assets are subject to compulsory enforcement measures,
 - b) the lessee is in default of the agreed rent,

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- c) the lessee assigns the rental object to a third party without authority, or
 - d) the lessee endangers the rental object to a considerable degree by neglecting its due diligence.
2. If the important reason results from a breach of obligation within the rental agreement, cancellation will not be applicable until after expiry of an unsuccessful term determined for remedy, or after expiry of an unsuccessful warning, unless setting of a term/warning is not required by law.
 3. The cancellation must be made in writing in order to become effective.

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Court of jurisdiction and applicable law

1. Hannover shall be the court of jurisdiction for any dispute arising from the rental agreement, as far as the lessee is a merchant, legal entity under public law or a public-law special fund. The lessor shall however be entitled to also sue the lessee at the seat of its head office.
2. The contractual relationship shall be governed exclusively by German laws.
3. Should individual provisions of this contractual agreement with the lessee, including these rental agreement terms, be or become ineffective in full or in part, the validity of the residual provisions shall remain unaffected.