

# General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



## General

Provided the customer ("Hirer") has been notified of them, the following General Terms and Conditions for Rental Transactions ("GTC") apply exclusively between Algeco GmbH ("Algeco") and the Hirer for all rental transactions and associated services including repeat orders. For items/utensils that the Hirer acquires by purchase in connection with the rental transaction, Algeco's General Terms and Conditions for Sales Transactions shall apply in addition to these GTC (<https://www.algeco.de/media/allgemeine-verkaufsbedingungen.pdf>). Other arrangements and conditions do not apply, regardless of whether or not they have been expressly rejected by Algeco unless Algeco has acknowledged them in writing. This also applies when Algeco, having knowledge of other terms and conditions, carries out a service without reservation.

### I. Offers, Conclusion of Contract

1. Algeco's offers are subject to change without notice unless they are expressly designated as binding or a binding force has been expressly agreed in writing or text form. The offers are invitations to place orders. Once the Hirer has submitted its order as a contract request, the Hirer shall be bound for 14 calendar days after receipt of the order by Algeco, unless the Hirer must also regularly expect Algeco to accept the order at a later date (Section 147 BGB [German Civil Code]). The same shall apply to repeat orders by the Hirer.
2. A contract shall not come into existence, even in ongoing business transactions, until Algeco confirms the Hirer's order in writing or text form (order confirmation).
3. Algeco reserves the right to make changes in design and form – even after the conclusion of a contract – provided that the function and appearance of the rental object are not fundamentally changed, and the deviation is reasonably acceptable to the Hirer.

### II. Change of the Contract Data – Notice of Change

1. The Hirer shall provide Algeco with the following contractual data when submitting the offer:
  - company name together with legal representative, if applicable
  - complete company address
  - contact person for contractual issues
  - invoice recipient and, if different from the contracting party, full name and address
2. The Hirer shall check the contractual data referred to in paragraph 1 at regular intervals and any resulting changes shall be notified to Algeco immediately. This shall apply in particular to changes that occur before the first accounting. The same shall apply to the terms of payment agreed between the Hirer and Algeco.
3. If the Hirer fails to notify Algeco of any changes in accordance with paragraph 2, Algeco shall charge a processing fee of €25.00 per processing operation for the additional expenses incurred as a result, in particular, due to corrections to be made to invoices already issued, which shall be shown separately on the invoice.
4. The Hirer has the right to prove that Algeco did not incur these costs or did not incur them in the amount stated. We reserve the right to assert further claims. The above-mentioned provisions shall not constitute a reversal of the burden of proof.

# General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



## III. Credit Insurance

Algeco intends to obtain credit insurance (in the amount of the anticipated contract value) for each hirer. Notification by the credit insurer to Algeco that the Hirer will not be insured is a resolutive condition to the contract between Algeco and the Hirer. In the event of the occurrence of the resolutive condition, the contract shall be deemed cancelled. Algeco shall immediately inform the Hirer about the credit insurance's notification. In this case, the Hirer is obliged to return the rental object immediately. The Hirer shall pay, as compensation, the agreed rental charges to Algeco for the period between this notification and the return of the Rental Object. Algeco's other rights to claim damages vis-à-vis the Hirer remain unaffected.

## IV. Rental Object, Special Equipment, Assembly, Disassembly

1. Within the scope of its rental business, Algeco rents out various types of containers (including modular buildings in the form of individual containers or container systems) in standard design, e.g. as office, residential, construction or other containers, which can be designed and used for various purposes of the Hirer ("Rental Object"). The precise type, design and number of containers will be specified in an individual contract with the Hirer.

2. In this context, rental in standard design means the standard condition of the respective individual containers listed in the contractual service description, without the special design additionally selected by the Hirer as part of the conclusion of the contract and listed separately.

3. The construction, installation, set-up, connection, installation (assembly) and/or removal and/or dismantling (disassembly) of the Rental Object (with and without special design) is a service performed by Algeco and shall be remunerated separately in each case in accordance with the contract prices (special rent payment).

4. If the assembly and/or disassembly of the Rental Object cannot occur on the agreed date for reasons for which the Hirer is responsible, and if Algeco incurs additional costs as a result for travel to and from the site and/or the deployment of employees and/or subcontractors and/or the provision of work equipment and/or materials, the Hirer shall reimburse Algeco for these additional costs.

5. The same shall always apply if, without Algeco's prior knowledge, the assembly and/or disassembly of the Rental Object is to be carried out in individual sections at the Hirer's request, thereby incurring additional costs for Algeco. This shall apply regardless of whether the assembly and/or disassembly of the Rental Object is owed with or without special design.

## V. Start of Rental, Rental Period and Termination/Compensation for Use

1. The rental relationship shall begin on the start contractual date of rental of the Rental Object as agreed by the Hirer and Algeco; alternatively, the rental relationship shall begin upon delivery of the Rental Object, provided the Rental Object is delivered than the agreed date of the rental start due to circumstances which are within Algeco's sphere of risk.

2. The rental agreement is concluded for a fixed period as agreed in the contract ("Fixed Rental Period"), i.e. the rental agreement ends upon the expiry of the agreed Fixed Rental Period.

3. Unless otherwise agreed in individual contracts, the Fixed Rental Period is one month.

4. The Fixed Rental Period shall be extended by one month at a time unless a different time/period has been contractually agreed ("Extension Rental Period") under the applicable terms and conditions of the rental agreement (rental period extension) unless one of the parties objects to the rental period extension. The parties shall declare the objection in writing or text form to the respective other party no later than two weeks prior to the expiry of the Fixed Rental Period or the respective Extension Rental Period ("Objection Period") unless a different period has

# General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



been contractually agreed. Receipt of the declaration by the respective party shall be decisive for compliance with the Objection Period.

5. The Hirer's objection in compliance with the above requirements (section V. 4.) shall be deemed equivalent to a formal release notification of the Rental Object. A formal release notification means the written or textual notification that the Rental Object is no longer required beyond the Fixed Rental Period or the respective Extension Rental Period ("Release Notification") so that the return can take place upon expiry of the Objection Period (here also: Release Notification deadline).

6. If one of the parties objects to the rental period extension within the Objection Period (section V. 4.), the rental relationship shall not be extended. In this case, the rental agreement shall end upon the expiry of the originally agreed Fixed Rental Period or, in the event of objection during the respective Extension Rental Period (section V. 1.), upon its expiry.

7. Ordinary termination of the rental agreement is excluded during the Fixed Rental Period and the respective Extension Rental Period. This does not affect the right to extraordinary termination.

8. If the Hirer continues the use of the Rental Object after the Fixed Rental Period or the respective Extension Rental Period has expired, the rental agreement shall not be extended for an indefinite period. Section 545 BGB is excluded.

9. In case of early return of the Rental Object, Algeco shall invoice the Hirer for the full amount of rent outstanding up to the end of the Fixed Rental Period or the Extension Rental Period, plus ancillary costs. This shall not apply if the Hirer has given extraordinary notice of termination in accordance with section V. 6. Any further obligations of the Hirer, in particular, to bear the transport costs, shall remain unaffected.

10. If the Hirer does not return the Rental Object after the termination of the rental relationship (after the expiry of the Fixed Rental Period and/or the Extension Rental Period), it shall pay Algeco compensation for use (Section 546a (1) BGB) in the amount of the rent agreed at that time, including ancillary costs. Algeco reserves the right to assert further claims for damages.

11. Notices of termination require either written or text form to become effective.

## VI. Delivery of the Rental Object

1. Algeco shall deliver the Rental Object at the Hirer's cost and risk to the contractually agreed place of delivery. Algeco's registered office is the place of fulfilment nonetheless, or, if a carrier takes care of the transport, then it is the place where Algeco transfers the Rental Object to the carrier. Algeco is not liable for a delayed collection of the Rental Object by a transport company, even if Algeco itself has instructed it. The transport person used is not a vicarious agent of Algeco.

2. The Hirer shall ensure that the Rental Object is properly and professionally unloaded.

3. The Hirer is obliged to provide a suitable, solid and level place for installation and/or a foundation substructure for erecting the Rental Object.

4. The Hirer is obliged to provide electrical connections to all modules as well as necessary water and wastewater connections. Furthermore, the Hirer is obliged to disconnect these at the end of the rental relationship.

5. Algeco will record the condition of the Rental Object at the time of delivery ("**Handover Certificate**") and give the Hirer a copy of this Handover Certificate for its contracts and its signature. The Hirer shall ensure that a person authorised to sign on its behalf is present to take delivery at the place of delivery. If the Hirer does not return the signed Handover Certificate to Algeco within five days but nevertheless continues the rental relationship without objection, then the condition recorded in the Handover Certificate shall be deemed accepted. The Hirer will be informed of this legal consequence again in the Handover Certificate.

# General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



## VII. Rent, Invoicing and Delivery, Default, Set-off and Retention

1. The rent is calculated monthly in advance and is payable within one week after receipt of invoice, net without deduction. For any commenced month, rent will be billed on a pro-rata basis per calendar day. All invoices are due immediately, strictly net without deductions and payable within one week after receipt.
2. The invoices are sent to the Hirer as a PDF document by e-mail or as an EPost letter via the Deutsche Post lettershop. Insofar as the Hirer seeks delivery, in particular by Electronic Data Interchange (EDI) via private-sector invoicing portals such as Esker, this form of delivery must be expressly agreed in writing or text form after approval has been granted by Algeco. Insofar as Algeco cannot issue the approval for lack of a positive outcome of the IT technical approval process, the Hirer shall not be entitled to agree on a form of delivery deviating from the standard case (EPost letter, "PDF document by e-mail").
3. Algeco reserves the right to invoice the rental charges for the first month as well as the agreed delivery, installation, development and other customer-specific costs before the Rental Object is delivered. In addition, Algeco reserves the right to alter the number of monthly rental charges, which shall be paid prior to the delivery, depending on the result of the Hirer's credit check or according to other factors considered relevant at Algeco's discretion, whereby a maximum of three months' payment in advance may be charged.
4. In the case of delayed payment Algeco may, without proof of higher losses incurred, charge a default interest of 10 % p.a. of the respective claim. The Hirer is free to provide proof that Algeco has suffered lower losses or no losses at all.
5. In each case of delayed payment, Algeco shall be entitled to a lump sum of €40.00 from the Hirer. To the extent that Algeco suffers losses in excess thereof due to legal proceedings, the lump sum shall be credited against these.
8. Rights of set-off or retention may only be exercised by the Hirer if the counterclaims are undisputed or have been finally adjudicated or, in the case of disputed counterclaims or counterclaims that have not been finally adjudicated, if they are synallagmatically linked to the main claim. Otherwise, the exercise of rights of retention must be notified to Algeco in writing one week in advance.

## VIII. Defects in the Rental Object

1. The Hirer shall report any defects of the Rental Object to Algeco without undue delay.
2. Deviating from Section 536a para. 1 BGB, Algeco is only liable for initial defects if they are caused due to circumstances that are attributable to Algeco.
3. Should a defect of the Rental Object defect overrule its suitability for use in line with the contract, Algeco is entitled to rectify the defect also by delivering a new Rental Object at its own discretion. In this case, the delivery of the new Rental Object and the collection of the defective Rental Object shall take at Algeco's cost.

## IX. Handling the Rental Object

1. The Hirer shall use the Rental Object with due care and diligence, protect it from overuse and clean it regularly. In particular, the Hirer shall observe the "Dokumentation Mietgebäude – Inbetriebnahme und Außerbetriebnahme, Wartung, Pflegehinweise, gesetzliche Prüffristen und Dokumentationen" (Rental Building Documentation - Commissioning and Decommissioning, Maintenance, Care Instructions, Statutory Inspection Periods and Documentation) when handling the Rental Object.
2. The Hirer only may make changes, installations and alterations to the Rental Object, including attachments/alterations of permanently installed equipment, additional fixtures, etc., to the Rental Object with the written consent of Algeco, to which it shall submit suitable plans in advance.

# General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



3. The Hirer is obliged to refrain from removing, concealing or making illegible in any way the visible rental sign attached to the Rental Object showing that Algeco is the owner.
4. The Rental Object shall be set up at a location agreed upon by the Hirer and Algeco. The Hirer may only relocate the Rental Object or parts thereof from the agreed location to another location with the written consent of Algeco. The Hirer bears the risk of relocation.
5. The Hirer shall protect the Rental Object against third-party access, on whatever legal ground, at its own cost. The Hirer shall, without undue delay, notify Algeco of such access and hand over all necessary documents. The Hirer shall also without undue delay inform Algeco about any applications for forced auction or forced administration regarding the property where the Rental Object is located, or any associated building or system.
6. If required due to weather conditions, the Hirer is obliged to take appropriate measures to prevent frost damages to pipes and pipelines and similar until final return of the Rental Object to Algeco.

## **X. Upkeep and Repair of the Rental Object**

1. The Rental Object shall be handed over to the Hirer in the contractually agreed condition.
2. Algeco shall only be responsible for the upkeep and repair of the Rental Object "roof and structure" in the following sense.
3. "Roof" for the purposes of this provision means the roof structure with sheet metal roofing and interior rain gutters, including downspouts in the container supports, excluding leaf guards and perimeter rain gutters, and canopies.
4. "Structure" for the purposes of this provision means the load-bearing steel structure of the container facility, container walls, container ceilings and floors as well as the outer container shell, meaning the facade with facade cladding as well as roof and floor frames, modular roof form and container attachments, in particular external stairs, landings, canopies.
5. Maintenance, upkeep and repairs within the Rental Object are the responsibility of the Hirer and shall be carried out by the Hirer at its own expense. This includes maintenance, upkeep and repair in accordance with the "Dokumentation Mietgebäude zur Inbetriebnahme und Außerbetriebnahme, Wartung, Pflegehinweise, gesetzliche Prüfpflichten und Dokumentation" (Documentation Rental Buildings for Commissioning and Decommissioning, Maintenance, Care Instructions, Statutory Inspection Obligations and Documentation – <https://www.algeco.de/dokumentationsservice>) and additionally the
  - electrical power and lighting systems,
  - intrusion detection systems (EMA), according to VDE 0833, are hazard detection systems that serve to automatically monitor objects for unauthorized removal as well as areas and rooms for unauthorized entry and for which, according to the specifications of DIN VDE 0833 Parts 1 and 3 and VdS 2311, maintenance must be carried out annually and inspections, as well as on-site inspections by a competent person or a certified third-party company, must be carried out annually for EMA Grades 1 and 2, twice annually for EMA Grade 3 and quarterly for EMA Grade 4. The regulations from section XXI. 3 - 11 apply accordingly,
  - sanitary facilities,
  - drinking water heating and piping systems, including hot water boilers according to DIN EN 806-5,
  - instantaneous water heater,
  - electric heaters used as standard (e.g. electric convectors, rapid heaters, frost monitors)

## General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



- gas boilers (in case of installation deviating from the standard according to contractual agreement in individual cases)
  - kitchen appliances, faucets,
  - locks,
  - windows (inside),
  - sun shading devices (indoor and outdoor),
  - air-conditioning units, in particular split, multi-split, wall-mounted and floor-mounted air-conditioning units as well as ventilation systems (insofar as these are located within the Rental Object and serve exclusively to supply the Rental Object) in accordance with the contractually agreed maintenance interval to comply with hygiene requirements (prevention of mould growth, cleaning of viruses and bacteria as well as other residues detrimental to health),
  - further and/or other contractually agreed special execution which is not the subject of "roof" and "structure" in the sense hereof.
6. "Upkeep" for the purposes of this rental contract includes all measures necessary to keep the Rental Object in the condition specified in the rental contract, to prevent damage and to remedy the consequences of abrasion, ageing, weathering or wear and tear.
7. "Repair" for the purposes of this rental contract includes the repair of such damage as is due to the rental use and/or is at the risk of the Hirer, and the replacement of any co-rented equipment, fixtures or other components of the Rental Object, including special services.
8. "Maintenance" for the purposes of this rental contract includes the performance of work to check the operational readiness and operational safety, in particular in accordance with the accident prevention regulations, at regular intervals. This includes maintenance and cleaning of the Rental Object and the co-rented equipment, fixtures or other components of the Rental Object as well as the adjustment of co-rented technical equipment and, if necessary, the replacement of minor wear parts.
9. Upon request, Algeco shall assign to the Hirer any claims against third parties, in particular warranty claims and claims for damages.
11. The inspection and cleaning of the roof, in particular the leaf guards and surrounding rain gutters from leaves and foliage is carried out by the Hirer at its own expense in order to prevent damage to the building due to surface water not running off.
12. The Hirer shall clear access routes in the form of landings, stairs, ramps, and driveways at its own expense.
13. The Hirer shall carry out the snow load removal from the roof at its own expense.
- a) Snow load removal shall be carried out for snow heights exceeding 10.00 to 15.00 cm over the entire roof area.
  - b) Regardless of the type of snow, the roof must be cleared from a snow height of 10.00 to 15.00 cm.
  - c) If there is already a snow load of 5.00 cm on the roof and, according to the announcement of the German Weather Service, a further 5.00 cm is expected in the following days, the Hirer must first free the roof from the already existing snow load at its own expense.
14. The parties are obliged to have the upkeep and repair work incumbent upon them carried out within a reasonable period. If one party fails to comply with an upkeep or repair obligation incumbent upon it in due time despite a reminder and the setting of a grace period, the other party shall be entitled to have urgently required work carried out at the expense of the defaulting party.



# General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



15. In the event of imminent danger, each party is obliged to take the measures necessary to eliminate the danger.

## **XI. Entering the Rental Object**

Algeco has the right to inspect the Rental Object at regular intervals during normal business hours and to check its use and serviceability, as long as use by the Hirer is not impaired. The Hirer will be notified of the inspection reasonably in advance. In case of imminent danger, the need for prior notice shall not apply.

## **XII. Connection of the Rental Object with Land**

1. If the Rental Object is connected to land or with a building or a system, this shall only take place for a temporary purpose in accordance with Section 95 BGB. The Rental Object shall not become part of a property, building or system and it shall be disconnected at the end of the rental contract.

2. If the Rental Object is intended to serve a main item, which is the property of a third party, the Hirer shall declare to the respective owner that the allocation of the Rental Object is only for a temporary purpose.

## **XIII. Regulatory Approvals**

The Hirer shall cover all fees, contributions, taxes and other duties, including in particular land and/or land transfer tax charged during or after the rental contract period and in association with the use of the Rental Object by the Hirer. It shall obtain authority approvals, which are required for installation of the Rental Object, especially building permits, at its own cost and in a timely manner. The Hirer is also obliged to notify Algeco of specific legal or authority regulations, guidelines and requirements, in as far as failure to observe them endangers the use or installation of the Rental Object.

## **XIV. Use by Third Parties, Sub-hiring**

The Hirer is not entitled to allow a third party to use the Rental Object without Algeco's consent. If Algeco gives its consent for sub-hiring, the sub-hirer also becomes the indirect possessor of the Rental Object. The Hirer assigns the rental claims it is entitled to enforce against the sub-hirer to Algeco in order to secure Algeco's claims. Algeco accepts this assignment.

## **XV. Damage to the Rental Object and Rented Third-Party Equipment**

1. The Hirer shall be liable for all damages to the Rental Object which arise during the rental period, unless such damage is attributable to Algeco's fault.

2. The Hirer shall be liable for all damage to third-party equipment rented by Algeco that is clearly identified as such in the offer, provided that the Hirer is at fault.

3. If the Rental Object is destroyed, stolen or damaged during the rental period (except through fair wear and tear, that is the usual deterioration of the Rental Object in the course of normal use in accordance with the GTC and other agreements between the parties for usage during the rental period), then the Hirer shall reimburse Algeco for the costs of repair or replacement of the Rental Object.

4. If the Hirer has been granted an entitlement to claim compensation from the insurance because of the loss, theft or damage of the Rental Object, then it shall surrender its fulfilment to Algeco, provided this is legally permissible.

## **XVI. Public Liability Insurance and Comprehensive Protection**

1. The Hirer shall, without prejudice to any liability for wilful misconduct or gross negligence, take out vis-à-vis Algeco either public liability insurance (a) at least for the following risks:

- fire,

## General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



- force majeure
- damage by third parties,
- vandalism and
- theft

or select a comprehensive cover (b) within the scope of Algeco's offer.

a) Insofar as the Hirer takes out business liability insurance with an insurance company of its choice, it must maintain this insurance during the entire rental period until the return of the Rental Object. The business liability insurance shall cover at least the replacement value of the Rental Object. In this case, the Hirer is obliged to provide evidence of the conclusion of the business liability insurance by the conclusion of the contract. This proof shall be provided through the "Versicherungs-Nachweis-Formblatt" (Proof of Insurance Form) provided by Algeco, which the Hirer shall complete and sign and submit to Algeco.

b) Insofar as the Hirer selects a comprehensive protection with Algeco in accordance with the offer, the following variants are available to the Hirer:

- "Premium Protection" – The Premium Protection includes per container, as far as there are no "excluded risks" according to section XVI. 3, a reduction of the risk without deductible in case of damage according to the "Kaskoschutz-Zertifikat Premium" (Comprehensive Protection Certificate Premium).
- "Comfort Protection" – The Comfort Protection includes per container, as far as there are no "excluded risks" according to section XVI. 3, a reduction of the risk with a deductible per module and case of damage according to the "Kaskoschutz-Zertifikats Comfort" (Comprehensive Protection Certificate Comfort).

2. The Hirer shall be liable for risks not listed in the form "Kaskoschutz-Zertifikat" (Comprehensive Protection Certificate) within the scope of the respective comprehensive protection, in particular for the "excluded risks" listed below as well as damages resulting therefrom, provided that the Hirer is at fault.

3. Damage from "excluded risks" and thus risks not covered by comprehensive protection:

- bodily injury,
- war or civil war,
- damage caused by nuclear energy,
- damage resulting from terrorism, embargoes or destruction due to an official order,
- storm surge,
- damage due to vandalism by the Hirer, its employees, agents or contractors,
- damage due to business interruption,
- damage caused by negligent handling or abnormal external conditions to which the rental property is exposed,
- damage to Algeco-owned inventory (in Comfort Cover)
- damage due to overloading of the Rental Object as well as
- damage due to the incorrect use or maintenance of the Rental Object.

4. By the conclusion of the contract, the Hirer shall either provide evidence of the conclusion of a business liability insurance in accordance with section XVI. 1. a) or select a comprehensive insurance in accordance with section XVI. 1. b), if necessary subsequently.



## General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



5. In the event that the Hirer does not comply with either of these conditions by the conclusion of the contract, Algeco shall classify the Hirer in the "Comfort Protection" until either proof of the conclusion of a public liability insurance policy has been provided or a comprehensive protection has been selected.

6. Each case of damage must be notified and reported to Algeco in writing within 48 hours. The Hirer shall, without undue delay, report cases of theft and vandalism to the police. The Hirer shall be liable for losses which are due to delayed notification.

### **XVII. Deterioration of Assets**

The Hirer is obliged to inform Algeco immediately upon the occurrence of significant circumstances which may compromise the Hirer's ability to fulfil the contract (e. g. insolvency, enforcement measures, bill disputes etc.). In this case, Algeco may assert the following rights vis-à-vis the Hirer, regardless of whether the Rental Object has been transferred to the Hirer or not:

- a) to withhold the delivery of the Rental Object until the rental charges are prepaid or appropriate surety is provided, or/and
- b) to terminate the rental contract without notice and to take back with immediate effect the rental subject, which had been made available, at the Hirer's cost or/and
- c) to exercise the rights to which Algeco is contractually or legally entitled.

Regardless of this, the Hirer shall fulfil all other prevailing obligations arising from the rental contract.

### **XVIII. Return**

1. Upon termination of the rental contract, the Hirer shall immediately offer the Rental Object to Algeco for collection in a usable, proper, complete and clean condition and shall remove and/or dismantle all movable objects/utensils owned by it or by a third party. This also applies to movable objects/utensils to which Algeco has provided ownership to the Hirer. The Hirer may separately instruct Algeco to remove and/or dismantle such movable items/utensils. This is an additional service which must be remunerated separately according to the rental prices.

2. Algeco will collect the Rental Object at the Hirer's cost and risk.

3. If Algeco has accepted the return transport after the Hirer's notification of availability as per the contractual agreement, then the Hirer shall ensure at its cost and risk that the Rental Object is ready to be collected at the end of the rental period without the need of agreeing on an additional date for collection. Ready for collection means that all connections or similar fittings, of whatever kind, which had been installed to the Rental Object by the Hirer or Algeco, are removed.

If the Rental Object or parts thereof are connected to containers, modules, modular buildings and/or structures not rented from Algeco, the Hirer shall ensure, at its own expense and risk, that the connection is disconnected without damaging or destroying the Rental Object or parts thereof. If other circumstances do not allow a collection at the agreed location, the Hirer shall, at its own expense and risk, transport the Rental Object to a suitable location, which makes a collection possible without any problems. The relocation of Rental Object to this new location shall be agreed with Algeco in advance. Algeco shall agree to this relocation in writing. Until collection by Algeco, the Hirer bears the risk of accidental loss. These Hirer's obligations lapse if Algeco does not collect the Rental Object within a period of two weeks from the notification of availability and at the end of the rental period although this would have been possible. The possibility to collect shall, however, have existed for the entire duration of these two weeks.

## General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



As long as the collection of the Rental Object is not possible for reasons within the risk of the Hirer, the Hirer shall owe Algeco compensation for use in the amount of the agreed rental charge including value-added tax until final collection.

4. The Hirer shall pay Algeco the cost of empty runs incurred by Algeco, the reasons for which are in Hirer's scope of risk, on the basis of actual expenditure, plus VAT.

5. Algeco shall adjust the contractually agreed prices for one-time provision (outward freight, foundation, levelling, assembly, installation of additional components and/or special design, e.g. doors and windows, network, security and fire protection technology, etc.), dismantling (disassembly, removal of additional components and/or special design, e.g. doors and windows, network, security and fire protection technology, etc.) and return freight at its reasonable discretion to the development of the costs that are decisive for the price calculation if more than four months lie between the conclusion of the contract and performance. This price adjustment does not refer to the contractual part of the service under rental law (the adjustment of the agreed rent), but expressly only to the contractual part under works law (assembly, dismantling) together with delivery (freight).

5.1. A price increase shall be considered and a price reduction shall be made if the wage and ancillary wage costs, social security contributions, costs for the procurement of energy, environmental costs (e.g. carbon tax, certificates), the oil price per barrel or the natural gas price per m<sup>3</sup>, the material and/or equipment costs (e.g. crane, work platform), freight rates and/or public charges increase or decrease. Increases in one type of cost (e.g., labour costs) may only be used to increase prices to the extent that they are not offset by any decreases in costs in other areas, such as freight rates. In the event of cost reductions (e.g. in the cost of materials), Algeco shall reduce its prices to the extent that such cost reductions are not fully or partially offset by increases in other areas. In exercising its reasonable discretion, Algeco will select the respective time of a price change in such a way that cost reductions are not considered according to standards that are less favourable for the Hirer than cost increases, i.e. cost reductions will have at least the same effect on the price as cost increases.

5.2. The aforementioned price adjustments can only be made if they have arisen unforeseeably after the conclusion of the contract and are notified to and demonstrated to the Hirer within a reasonable period.

5.3. If, as a result of Algeco's aforementioned right to adjust prices, the new price for the one-time provision and/or dismantling is 15% or more higher than the originally agreed price, the Hirer shall be entitled to withdraw from the part of the contract that has not yet been fully performed. However, the Hirer may assert this right only immediately after the notification of the increased price.

6. If the collection requires the disassembly of the Rental Object, Algeco will have the right to enter the respective location after the rental period has ended and to carry out the dismantling work. The Hirer shall tolerate this. It will not have further claims arising from this.

7. When the Rental Object is returned, it shall meet the condition documented in the Handover Certificate, subject to the fair wear and tear that arose through the rental usage set in the contract and in consideration of the provisions laid down in sections IX and X. Algeco will inspect the condition of the Rental Object when it is returned or as soon as reasonably possible after the return and compare it to the Handover Certificate. If the inspection is not carried out upon return, then Algeco shall inform the Hirer of the date of the inspection with appropriate notice, to allow it to attend the inspection, if it wishes to do so.

8. Algeco will compile a report for the Hirer (including photographs) of such repairs which Algeco considers to be the Hirer's responsibility. The Hirer shall be set an appropriate period to rectify the non-contractual condition and at the same time shall be provided with a cost estimate if Algeco is commissioned to rectify the same. The Hirer shall be obliged to pay the agreed rental charges until the contractual condition is established. If the Hirer

does not re-establish the condition per the contract within the set time period, then Algeco shall carry out the repairs at the Hirer's expense. The Hirer is obliged to pay these costs as well as the return transport costs after receipt of the relevant invoice, strictly net and without deductions within 10 days if Algeco or an Algeco-commissioned transport company carried out the return transport. The Hirer bears the risk of the return transport. If the return transport should not be possible due to weather conditions or similar, then the Hirer bears the additional costs incurred hereby.

### **XIX. Force Majeure Clause**

1. Force majeure is an external event that has no operational or personal connection, that cannot be averted even by exercising the utmost reasonable care and that, due to its occurrence and/or effects, prevents Algeco from fulfilling one or more of its contractual obligations.

2. If Algeco is unable to perform one or more of its obligations under the contract due to a failure on the part of a third party to whom it has entrusted the performance of all or part of the contract, it may invoke force majeure only to the extent that the third party can do so.

3. Events of force majeure shall be deemed to exist in particular in the case of

- war (declared or undeclared), extensive military mobilization, military or other seizure of power, insurrection, and/or civil unrest;
- acts of terrorism, assassinations, threats of assassination;
- currency and trade restrictions, embargo, sanctions;
- lawful or unlawful official acts, official interventions or closures of operations, compliance with laws, regulations or government orders;
- energy and raw material shortages;
- general labour unrest such as boycotts, strikes, lockouts, and occupation of buildings;
- plague, epidemics, pandemics, epidemics or other infectious diseases or the (ongoing) covid-19 pandemic or mutations thereof;
- operational hindrances such as explosion, fire, and destruction of equipment;
- prolonged failure of means of transport, persistent obstacles to transport, and
- all other hindrances which, when viewed objectively, are not attributable to Algeco's area of risk.

4. Algeco shall be released from its obligation to perform if, for reasons for which it is not responsible, the service and/or delivery offered is delayed due to non-receipt, incorrect receipt or untimely receipt of deliveries and/or services by the supplier of Algeco or third parties despite proper and sufficient coverage prior to the conclusion of the contract with the Hirer in accordance with the quantity and quality from the agreed service description (congruent coverage) or if the aforementioned events of force majeure of non-insignificant duration (i.e. a duration of longer than 14 calendar days) occur and Algeco has immediately informed the Hirer of these circumstances in writing or text form. If the information is not provided immediately, the release from the obligation to perform shall only take effect from the time when the notification reached the Hirer. The Hirer may suspend the fulfilment of its obligation, insofar as force majeure can actually be assumed, as of the date of said information. The exemption from the obligation to perform shall exist for the period of the hindrance and to the extent of its effect.

5. In this respect, Algeco shall be entitled to either postpone its performance by the aforementioned duration of the hindrance or, in the event of a permanent hindrance, to withdraw from the contract in whole or in part

# General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



regarding the part not yet performed, provided that Algeco has complied with its aforementioned duty to inform and has not assumed the procurement risk pursuant to Section 276 BGB nor a delivery or performance guarantee.

6. The above sections 1 to 5 shall apply accordingly in the event of non-compliance with agreed delivery and/or performance deadlines.

7. If the aforementioned circumstances make performance permanently impossible, Algeco shall be released from its performance obligation in full. In this case, the Hirer shall have the right to withdraw from or terminate the contract within a reasonable period (Section 326 (5) BGB). The prerequisite for withdrawal or termination is that the duration of the hindrance exceeds 120 days.

8. In this case, services already performed shall be invoiced according to the contract prices and, in addition, the costs already incurred by Algeco and included in the contract prices of the part of the service not performed shall be reimbursed.

9. If the impediment is due to circumstances for which the Hirer is responsible, section 5 of this provision shall apply with the proviso that a reasonable grace period set by Algeco has expired to no avail. In this case, Algeco shall be entitled to the agreed remuneration. However, the remuneration shall be reduced by the costs actually saved.

10. Algeco is obliged to take all reasonable measures to limit the effects of the force majeure event.

11. If, prior to the termination of the contract pursuant to section XIX 5 or 7, a party has obtained a benefit by an act of the other party in the course of the contract performance, it shall be obliged to compensate the other party for the value of the benefit.

## **XX. Limitation of Liability**

1. Algeco shall not be liable for claims of the Hirer for damages or reimbursement of expenses – irrespective of the legal grounds – in the event of a breach of obligations arising from the contractual relationship.

2. In particular, Algeco shall not be liable in the event of power failures or for performance restrictions or failures due to force majeure as defined in Section XIX. 3. and for other hindrances which, when viewed objectively, are not attributable to Algeco's area of risk.

3. Furthermore, Algeco shall not be liable for any damage suffered by the Hirer as a result of the Hirer's failure to comply with its obligation to provide information on the use of plant fire protection or a burglar alarm system.

4. Algeco shall not be liable for any damage suffered by the Hirer as a result of the Hirer's failure to maintain the plant fire protection or burglar alarm system and/or to do so in a timely manner and/or on a regular basis, insofar as the Hirer has not concluded a maintenance agreement with Algeco and Algeco has fulfilled its inspection obligation pursuant to section XXI. 10.

5. The foregoing exclusion of liability pursuant to section XX. 1. does not apply to the liability of Algeco, its representatives and vicarious agents

- for damages due to intent or gross negligence,
- for damages resulting from injury to life, limb or health,
- in the event of a warranted characteristic of the Rental Object,
- in the event of default, insofar as a fixed delivery and/or performance date has been agreed,
- in the event of the assumption of a quality guarantee or a procurement risk,
- in the case of mandatory statutory liability such as the Product Liability Act (ProdHaftG),

## General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



- due to the violation of such contractual obligations, the fulfilment of which facilitates the proper fulfilment of the contract in the first place and on which the other contracting party normally relies or may rely (essential contractual obligations).

6. If Algeco or its legal representatives or vicarious agents are only guilty of simple negligence and there is no case of the aforementioned section XX. 5., indents 4. to 6., Algeco shall only be liable for the foreseeable damage typical for the contract even in the event of a breach of essential contractual obligations.

7. Liability for intentional and grossly negligent breach of duty by simple vicarious agents and non-executive employees of Algeco shall be limited to the foreseeable damage typical for the contract unless liability is based on injury to life, limb or health.

8. Algeco's liability shall be limited to a maximum liability of €50,000.00 per container per claim, but in total to a maximum liability of €2,000,000.00. This limitation shall not apply if Algeco is guilty of malice, intent or gross negligence, for claims based on injury to life, limb or health, as well as in the case of a claim based on a tortious act or a guarantee or the assumption of a procurement risk pursuant to Section 276 BGB or in cases in which the law provides for a mandatory deviating higher liability amount. Any further liability is excluded.

9. The exclusions and limitations of liability pursuant to section XX. 1. to 8. shall apply to the same extent in favour of Algeco's executive and non-executive employees and other vicarious agents as well as the subcontractors used.

10. The above-mentioned provisions shall not constitute a reversal of the burden of proof.

### **XXI. Plant Fire Protection Equipment, Voice Alarm Systems (SAA), Electroacoustic Emergency Alarm Systems (ENS) and Amok Alarm Systems (AAS)**

1. To the extent that the Hirer does not use Algeco's plant fire protection system, the Hirer shall complete and sign an Algeco "Brandschutz-Formblatt" (Algeco Fire Protection Form – hereinafter Fire Protection Form) and submit it to Algeco. In this Fire Protection Form, the Hirer confirms that it does not use Algeco's plant fire protection system and declares that it makes alternative fire protection arrangements for which it also accepts responsibility. Alternative arrangements within the meaning of this provision are the purchase or rental of a plant fire protection system from a certified third-party company and the construction, commissioning and maintenance in an operational condition in accordance with the specifications of the respective state building code and inspection ordinance and the technical standards applicable to a plant fire protection system. Insofar as the Hirer rents a plant fire protection system from Algeco, the following special provisions shall apply in addition to the provisions of these General Terms and Conditions, which shall apply equally to any rental of voice alarm systems (SAS), electroacoustic emergency alarm systems (ENS) or amok alarm systems (AAS), as well as other contractually agreed and standardized safety-related systems, according to type and application:

2. The object of Algeco's services is the rental or sale of plant fire protection systems, SAA, ENS, AAS and/or fire protection consulting services.

a) Plant fire protection system refers to all fire protection technology systems that detect fires at an early stage, sound the alarm, enable evacuation of a building, secure escape routes and enable fire extinguishing, such as fire alarm systems, smoke alarms, fire extinguishers, sprinkler systems, smoke and heat extraction systems and safety lighting and signage in accordance with VDE 0108.

b) Voice alarm systems (SAA) are electro-acoustic alarm systems that are part of a fire alarm system and are automatically triggered by the latter in the event of a fire in order to issue alarms employing announcements via loudspeakers and, in the event of a fire, to initiate an evacuation via these acoustic

instructions to the persons located in the building and to coordinate the emergency forces entrusted with fighting the fire.

c) Emergency electro-acoustic alarm systems are stand-alone systems that, unlike SAA for alarms, require a permanently manned position to be triggered by announcement over loudspeakers in all other hazardous situations except fire. Acoustic instructions to persons affected by the hazards are used for evacuation and coordination of the emergency forces in charge of hazard control.

d) Amok alarm systems are electro-acoustic alarm systems which, in the event of someone running amok, trigger an alarm, for example, through a voice call, alert other competent authorities and thus initiate the evacuation of a building, but also, in particular, control the locking of doors. Public institutions, especially schools, are required by building code to install amok alarm systems.

e) Algeco does not provide any legal advice to the Hirer on applicable legal fire safety regulations and required fire safety measures related to the individual intended use of the Rental Object. In particular, Algeco does not check whether the Hirer's operation requires a plant fire protection system, SAA, ENS or AAS at all and/or which type thereof is even required by the Hirer and/or which number thereof the Hirer's operation requires and/or where exactly in the Hirer's operation they must be installed. This shall also apply if, for example, Algeco prepares an escape and rescue route plan for the Hirer in accordance with the workplace regulations/workplace guidelines. In particular, Algeco does not check whether the type and layout of the Hirer's operation require the provision of such an evacuation or rescue route plan or not and which legal requirements apply in the individual case. The Hirer shall obtain any necessary legal advice and examination in this regard at its own expense and responsibility.

3. The Hirer may also separately commission Algeco to prepare a fire protection concept, insofar as this is required by the Rental Object's intended use. This is necessary, inter alia, in the case of special buildings and when deviating from the requirements of building law. According to the State Building Code, special buildings are facilities and rooms of a special type or use, such as sales outlets, office and administrative buildings, assembly rooms, care facilities or facilities for people with disabilities, residential homes, daycare facilities, schools, universities and similar facilities. Unless the Hirer commissions Algeco to prepare a fire protection concept, the Hirer is obliged to do so on its own responsibility and in doing so must comply with the applicable statutory fire protection requirements and observe any conditions imposed by the relevant competent state building authority as part of the building permit. The Hirer shall submit a corresponding fire protection concept to Algeco immediately after it has been created and before the Rental Object has been installed. The Hirer is obliged to retain the fire protection concept and to transmit a copy to Algeco in writing or text form, and must submit it again immediately upon request by Algeco as part of an inspection by the building supervisory authorities.

4. As a general rule, Algeco shall not be responsible for the inspection, maintenance and repair of the leased fire protection equipment or the SAA, ENS or AAS. Something else applies in the case of a separate, chargeable commission. The Hirer is the operator of the leased fire protection equipment as well as the SAA, ENS or AAS. As the operator, the Hirer must have the plant fire protection system and the SAA, ENS or AAS inspected and approved by an inspection expert or inspection engineer recognized by the building supervisory authorities in accordance with the technical standards applicable to the plant fire protection system and the SAA, ENS or AAS and the requirements of the respective state inspection ordinance before commissioning.

5. The Hirer shall maintain the leased plant fire protection system and the SAA at its own cost and expense in accordance with the requirements of DIN 14675 and DIN VDE 0833 Parts 1 to 4 on an annual basis and shall carry out an inspection on a quarterly basis in order to ensure the proper and permanent functional capability of the plant



## General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



fire protection system, whereby the special instructions of the manufacturer must also be observed. The Hirer shall eliminate any deviations from the target condition in accordance with DIN 14675 and DIN VDE 0833 Parts 1 to 4 due to defective components and/or functions of the plant fire protection system and the SAA that are detected during maintenance and inspection by way of repair and restore the target condition.

6. In accordance with DIN VDE 0833 Parts 1 to 4, the Hirer is responsible for the quarterly inspection of the plant fire protection system and the SAA. The Hirer can carry out the inspection itself or have it carried out by a third-party company certified for this purpose. If the Hirer carries out the inspection itself, it must provide and deploy a competent person for this purpose in accordance with DIN VDE 0833-1, 5.2. This competent person shall be instructed by a certified specialist company in the requirements for an inspection and the associated activities. The instruction must be documented in writing or text form. Each inspection carried out must be entered in a logbook to be kept on hand and any defects found must be documented. In this case, any defects identified during the inspection must be remedied immediately by a certified third-party company. The walk-through inspection includes the review of documents and the visual inspection of the plant fire protection system and the SAA for external damage that the respective plant fire protection system or the SAA cannot detect and evaluate itself. The inspection shall be conducted under the following criteria:

- compliance with the monitoring tasks identified in the safety concept
- changes in room use, room design and environmental conditions
- timeliness and completeness of fire department run maps and other resources for responders (e.g. fire department ladders)
- external condition of all plant components:
  - mounting
  - damage
  - pollution
- SAA: listening for possible distortions (e.g. due to background music)
- completeness and correctness of the operating log

7. The Hirer shall maintain the leased ENS in accordance with the specifications of DIN 50849 as well as DIN VDE 0828 Part 1 and the AAS in accordance with the specifications of DIN VDE 0827 Part 1 at its own expense and for its own account annually and shall carry out an inspection every quarter. The Hirer shall eliminate any deviations from the target condition of the ENS in accordance with DIN 50849 and DIN VDE 0828 Part 1 and the AAS in accordance with the specifications of DIN VDE 0827 Part 1 due to defective components and/or functions that are detected during maintenance and inspection by way of repair and restore the target condition.

8. The Hirer is responsible for the quarterly inspection in accordance with DIN 50849 and DIN VDE 0828 Part 1 for the ENS and in accordance with DIN VDE 0827 Part 1 for the AAS. The regulations on inspection from section XX.6 shall apply accordingly to the ENS and AAS.

9. The Hirer is aware that Algeco does not manufacture either the plant fire protection system or the SAA, ENS or AAS itself, but sources them through suppliers and service partners. The Hirer may commission these suppliers and service partners through Algeco in its own name, at its own expense and for its own account to carry out the inspection, maintenance and repair. For this purpose, the Hirer shall grant the suppliers and service partners access to its premises during normal business and opening hours. The Hirer may also commission a certified third-party company recommended by Algeco with the necessary inspections, maintenance and repairs, provided that regular, timely, technically correct, comprehensive and proper inspections, maintenance and repairs are carried out in accordance with DIN 14675 and DIN VDE 0833 Parts 1 and 4 for the plant fire protection system and SAA,



## General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



DIN 50859 and DIN VDE 0828 Part 1 for ENS and DIN VDE 0827 Part 1 for AAS. Alternatively, the Hirer has the option of commissioning Algeco to carry out the inspection and maintenance work as well as repair work – by way of a maintenance agreement to be concluded separately.

10. Unless a separate maintenance agreement is concluded between the Hirer and Algeco, the Hirer shall document the regular, timely, technically correct, comprehensive and proper maintenance by the respective supplier, installer and/or service partner or the certified third-party company recommended by Algeco in accordance with DIN 14675 and VDE 0833 Parts 1 to 4 for the plant fire protection system and SAA, DIN 50859 and DIN VDE 0828 Part 1 for ENS as well as DIN VDE 0827 Part 1 for ASS in writing or in text form in the operating log available to the Hirer and deposit it together with a commissioning report with Algeco within a period of one week after the maintenance work has been performed at the respective maintenance interval. Documentation must be completed by the supplier, installer and/or service partner or the certified third-party company (e.g. run cards, drawings, operating instructions, data sheets, etc.). There shall be no monitoring of the Hirer's maintenance and inspection activities, beyond checking the operating log and the commissioning log unless these documents reveal obvious discrepancies.

11. In the event of the activation of the plant fire protection system, SAA, ENS or AAS, Algeco must be informed immediately in order to check the alarmed plant fire protection system the SAA, ENS or AAS or components thereof for their continued functional capability and, if necessary, to supplement or renew them.

### **XXII. Indemnification Against Third-Party Claims**

1. The Hirer undertakes to indemnify Algeco against all claims for damages and expenses, including statutory attorney's fees, incurred by third parties against Algeco within the statutory limitation period as a result of the Hirer's culpable breach of its obligations under section XXI.3. to 11. Section 254 BGB (contributory negligence) shall remain unaffected.

2. Algeco shall inform the Hirer without delay if third parties assert claims against it that are covered by the above indemnification obligation and shall allow the Hirer to defend the asserted claim, to the extent possible under the circumstances of the individual case. The Hirer is obliged to immediately provide Algeco with all information available to it concerning the matter in question, in full and in text form. Any further claims of Algeco shall remain unaffected, in particular claims for damages due to defective, non-timely and/or not regularly and/or not at all maintained plant fire protection systems or burglar alarm systems.

### **XXIII. Data Protection**

1. The parties shall comply with the provisions of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

2. Algeco processes personal data of the Hirer to execute and perform the concluded contracts or to perform pre-contractual measures. The data will also be used to further maintain the business relationship with the Hirer unless the Hirer objects to this in accordance with Article (Art.) 21 (1)(1) GDPR.

4. Algeco publishes the Privacy Policy and the information on data processing pursuant to Articles 13, 14 and 21 GDPR in the version current at the time of retrieval from the Internet on its homepage (<https://www.algeco.de/info-center/downloads/>).

5. If Algeco processes personal data on behalf of the Hirer within the scope of the contractual provision of services, the parties shall conclude a separate order-processing contract. The details of the order processing shall be regulated in a separate order-processing agreement pursuant to Art. 28 GDPR.

# General Terms and Conditions

for **Rental Transactions** with Algeco GmbH, Siemensstraße 17, 77694 Kehl



## **XXIV. Choice of Law**

All legal relationships between the Hirer and Algeco arising from and in connection with this contract shall be governed exclusively by the laws of the Federal Republic of Germany.

## **XXV. Place of Performance/Jurisdiction**

1. The place of performance shall be Algeco's place of business.
2. The place of jurisdiction for all disputes arising from and in connection with this contract shall be the court in the jurisdiction of which Algeco's registered office is located, provided that the parties are merchants, legal entities under public law or special funds under public law. Algeco shall nevertheless be entitled to file a suit against the Hirer at its general place of jurisdiction.

## **XXVI. Text or Written Form**

1. All agreements made between the parties must be in text or written form to be effective. No verbal ancillary agreements exist. All contractual changes must also be made in text or written form. This shall also apply to the waiver of the text or written form.
2. The priority of the individual agreement (Section 305b BGB) in written, textual or oral form remains unaffected.

## **XXVII. Transfer of Contract and Assignment**

1. The Hirer acknowledges that Algeco has a legitimate interest, in particular in the case of financing individual projects, to transfer claims arising from the rental contract to third parties. The Hirer will be notified separately of the assignment of claims that arise from the rental contract.
2. Furthermore, the Hirer consents at this point in time to the transfer of the rental contract as a whole, including all rights and obligations, to a third party – in particular to Algeco's creditors.

## **XXVIII. Amendments to These General Terms and Conditions**

1. Amendments to individual sections of these General Terms and Conditions are permissible to the extent necessary, inter alia, to adapt the respective section to legal requirements, changes in case law, to eliminate interpretation doubts and adapt to changes in market conditions in the local industry, provided that this does not result in any change to the respective contractually agreed main performance obligations.
2. Corresponding changes shall be notified to the Hirer in text form no later than two months before the notified effective date.
3. The Hirer may object to these amendments to these contractual terms and conditions entering into effect within two months of becoming aware thereof, otherwise silence with regard to the notified amendments shall be deemed to constitute consent (fictitious declaration). In the amendment notice, Algeco shall specifically inform the Hirer of this fictitious declaration at the beginning of the notice period.

## **XXIX. Severability Clause**

1. Should individual provisions of these General Terms and Conditions be invalid in whole or in part, the statutory provisions shall apply (Section 306 (1) BGB).
2. The validity of the remaining provisions shall not be affected thereby unless performing the contract constitutes an unreasonable hardship for one party (Section 306 (3) BGB).