Status: April 2020

## Supplements to the General Terms and Conditions of Rental of HKL BAUMASCHINEN GmbH (HKL)/ General Terms and Conditions of Rental of HKL BAUMASCHINEN GmbH (HKL) for Rental to Consumers concerning Power Generators

These supplements apply to all current and future rental agreements for power generators (hereinafter also referred to as: **Rental Object**) between HKL and the lessee. The Rental Object may be mobile and/or stationary power generators with the corresponding accessories. Unless otherwise stipulated below, HKL's General Terms and Conditions of Rental shall apply.

## I. Obligations of the lessee before/when using the Rental Object

- 1. The lessee shall choose or prepare the installation site of the power generator in such a way that it can be set up in a stable manner and operated as intended. Generators with combustion engines that are operated inside buildings must be set up in separate rooms with sufficient ventilation. Exhaust gases must be discharged into the open air via pipes/hoses. Small power generators (up to approx. 10 kW) with combustion engines may only be refuelled at standstill.
- 2. The lessee is responsible for the electrical connections and earthing of the power generator. Power generators of type "C" and "D" according to DGUV-I 203-032 classification may only be commissioned and installed by a qualified electrician, as they require an appropriate earthing connection. The costs of commissioning and installation of the earthing connection shall be borne by the lessee.
- 3. A visual inspection for apparent defects and a functional test must be carried out before each commissioning. Improper handling or improper testing of the power generator may result in considerable damage to the Rental Object, other objects and/or persons.
- 4. The lessee undertakes to check the earth leakage switch and/or the insulation monitoring devices every working day by pressing the "Test" button.
- 5. In the case of long-term rental, the Rental Object must be inspected by the lessee every six months in accordance with DGUV-I 203-032, DIN VDE 0100-410, DIN VDE 0100-551 and VDE 0113.
- 6. The lessee must treat the generator with due care during the rental period. The lessee must follow the manufacturer's operating instructions and existing safety instructions.

## II. Maintenance and repairs to the Rental Object, liability of the lessee

- 1. The lessee shall assume the following maintenance obligations during the rental period:
  - The oil level must be checked every working day before the generator is started; if necessary, multigrade oil 10W-40 of the type ACEA E3, E5 of a renowned brand must be refilled at the expense of the lessee up to the top mark.
  - In the case of water-cooled engines, the level of the coolant in the radiator must be checked every
    working day; if necessary, the radiator must be topped up with coolant to the required level at the expense
    of the lessee.
- 2. The lessee is aware that, in addition to the daily maintenance in accordance with paragraph 1, additional maintenance of the Rental Object is required after 500 hours of operation. This maintenance is carried out by HKL. The lessee must therefore monitor the operating hours counter on the Rental Object and inform HKL immediately when the 500 operating hours are reached.
- 3. The lessee is obliged to inform HKL immediately of any repairs to the Rental Object that he considers necessary. The repairs shall be carried out exclusively by HKL. Repairs by the lessee or third parties commissioned by the lessee require the prior written consent of HKL, unless there is imminent danger (e.g. in the case of emergency repairs to prevent consequential and environmental damage).
- 4. The lessee is liable for all damage caused by the use of incorrect or defective equipment. Likewise, the lessee shall be liable for all damage caused by improper connection and/or improper use of the Rental Object.