

Special Terms and Conditions of Rental for Room Systems of HKL Baumaschinen GmbH (HKL)

I. Scope of application/supplementary validity of the General Terms and Conditions of Rental

1. These Special Terms and Conditions of Rental for Room Systems (hereinafter: "**Special Terms for Room Systems**") apply to all current and future rentals of room systems (hereinafter: "**Rental Object**") between HKL and the lessee for use within the Federal Republic of Germany (hereinafter: "**Contract Territory**").
2. The Rental Object includes accommodation, storage and sanitary containers, holding tanks, black & white containers, rental toilets, material boxes, construction trailers, construction fences and materials for securing the construction site (e.g. warning beacons, barriers, barrier protection grids, battery lamps, etc.) with the corresponding accessories.
3. Unless otherwise stipulated in these Special Terms for Room Systems, HKL's General Terms and Conditions of Rental shall apply. Insofar as HKL refers separately in these Special Terms for Room Systems to some selected provisions of the General Terms and Conditions of Rental, this does not exclude the supplementary validity of the remaining provisions of the General Terms and Conditions of Rental.

II. Transport, relocation, handover and return of the Rental Object

1. Unless otherwise agreed, HKL will transport the Rental Object to the agreed handover location. The risk shall pass to the lessee upon handover. Unless otherwise agreed, HKL shall also pick up the Rental Object from the agreed place of return. Any furniture belonging to HKL in the container must be set up by the lessee at his/her own expense.
2. HKL shall provide the Rental Object to the lessee in an operable, roadworthy and technically flawless condition. The lessee must check the Rental Object for its roadworthiness, operability and any defects on handover. In the event that the lessee also intends to use the Rental Object in public road traffic, he/she shall in particular check whether the Rental Object has the necessary equipment and documents to be carried along for this purpose.
3. Claims by the lessee based on obvious defects or incompleteness of the Rental Object and any accessories that are not noted in the handover report or the rental or delivery note and countersigned by HKL are excluded.
4. If, exceptionally, no removal of the Rental Object by HKL has been agreed, the lessee is obliged to return the Rental Object at the end of the rental period to the respective HKL rental station where the rental took place within HKL's business hours (Mon. - Thurs. 07:00 - 15:30 hrs or Fri. 07:00 - 13:00 hrs).
5. The lessee must ensure that the Rental Object is freely accessible and can be entered (key on site) for the removal of the Rental Object by HKL. The lessee must secure any items in the Rental Object so that they are suitable for transport (move furniture, etc.) before removal.
6. Unless otherwise agreed, the Rental Object may only be moved from the agreed parking space by HKL. A relocation within the meaning of the Special Terms for Room Systems is understood to mean any change of location of the Rental Object - including within a construction site.
7. If HKL uses the services of a third party (e.g. a haulage contractor) for the delivery, relocation or return transport, this third party and/or its vicarious agents shall under no circumstances be entitled to indemnify the lessee against HKL's claims for compensation or to change or negotiate HKL's existing claims.
8. When the Rental Object is returned, the return inspection (acceptance) will only take place at the respective HKL rental station. On-site acceptance is possible at the lessee's request. An appointment for this must be arranged 14 calendar days in advance.
9. If the weather or other comparable circumstances over which HKL has no influence do not permit the delivery, removal or relocation of the Rental Object, the agreed time of performance will be postponed in HKL's favour for the duration of the existence of such circumstances.

III. Rent/ancillary costs

1. The amount of the rent is determined by the agreements made by the parties in the rental agreement.
2. The costs of transport and relocation shall be borne by the lessee in accordance with the agreement made in the rental contract. In addition to the transport and relocation costs, HKL shall charge the lessee a risk fee of 5% of the transport and relocation costs for the risks associated with the transport and relocation, including the hook load risk.
3. The rental and transport costs are payable in advance without deduction.
4. HKL will carry out interior and exterior cleaning on HKL's premises after the return of the Rental Object (cf. Clause V. 9.). The costs of this cleaning shall be borne by the lessee in accordance with the agreement made in the rental agreement. If HKL receives the Rental Object back excessively dirty, the cleaning costs shall be increased depending on the expense incurred.
5. Maintenance and supply costs such as electricity, water etc. are borne by the lessee.
6. In the event that the delivery or removal, the assembly or dismantling or the relocation of the Rental Object is impeded by circumstances for which the lessee is responsible, the lessee shall be charged for any additional costs incurred as a result.

IV. Rental period

1. The minimum rental period is 30 calendar days.
2. The lessee's right of use ends with the expiry of the agreed rental period. If the lessee returns the Rental Object before the expiry of the agreed rental period, he/she nevertheless owes the agreed rent until the expiry of the agreed rental period. This also applies if HKL collects the Rental Object from the lessee at the lessee's request before the expiry of the agreed rental period.
3. If the parties have not agreed a rental period, the rental contract ends when the Rental Object is returned, provided the lessee has given HKL at least 14 calendar days' prior notice in text form of the return of the Rental Object ("**Return Period**"). The statutory period of notice applies to HKL, which is, however, at least equal to the Return Period applicable to the lessee. However, termination of the rental agreement in accordance with the above two sentences is not possible before the expiry of the minimum rental period in accordance with paragraph 1 above. If the lessee returns the Rental Object to HKL without prior written notification, he/she owes the agreed rent from the time of return for the duration of the Return Period, i.e. for 14 calendar days. If he/she returns the Rental Object after written notification but before the expiry of the Return Period, he/she also owes the agreed rent for the entire Return Period of 14 calendar days from the date of the written notification. The above two sentences also apply if HKL collects the Rental Object from the lessee at the lessee's request before the expiry of the Return Period.
4. The right of termination of both parties for good cause remains unaffected and the rental agreement can therefore be terminated even before the expiry of the minimum rental period.

V. General obligations of the lessee, defects, use of the Rental Object

1. If the lessee himself/herself carries out a contractually permissible relocation of the Rental Object during the rental period, which – as a result - changes the Rental Object's location, this change must be notified to HKL without delay.
2. The lessee must notify HKL immediately in writing of any defects occurring during the rental period. Clause VI. 1. of HKL's General Terms and Conditions of Rental shall apply. Impairment of use or loss of use of the Rental Object entitles the lessee to a corresponding reduction in rent only insofar as he/she is not responsible for the impairment of use or loss of use and he/she has complied with his statutory obligations to notify HKL of defects and those provided for in these Special Terms for Room Systems. Clause II. 3. applies to obvious defects when the Rental Object is handed over.
3. The lessee shall ensure that the Rental Object's parking space has a load-bearing and level surface (tolerance +/- 1.0 cm). The support points must comply with HKL's specifications (foundation plan). If the lessee does not have such a foundation plan, he/she is obliged to expressly request this foundation plan from HKL.
4. All connections of the utility and disposal companies must be made by qualified specialists at the expense of the lessee in accordance with the locally applicable technical guidelines. Unless otherwise agreed, the lessee as the user is responsible for the electrical connections, the earthing and the external connections of

the Rental Object. The lessee shall have these installations carried out by qualified electricians and have the electrical system inspected when it is first put into operation (cf. Clause VI. 2.).

5. If the Rental Object has been properly connected in accordance with paragraph 4 above, the lessee shall be responsible for commissioning the Rental Object at his/her own expense.

To avoid condensation and moisture damage, the lessee is obliged to air the container regularly, at least 3 times a week. The humidity in the container should not exceed 60%.

6. In the case of containers with sanitary installations that require an external water supply, the lessee himself/herself must ensure that the water quality corresponds to the intended use. After connection to the water supply and before commissioning the sanitary installations, the lessee shall ensure that all pipes, taps, shower installations, WC flushes, etc. are thoroughly flushed with clean fresh water at a temperature of at least 60°C, as far as technically possible, in compliance with public regulations and technical recommendations, so that any contamination (e.g. germs, heavy metals, etc.) in the pipes and sanitary installations is flushed out or killed off. It is the lessee's responsibility to ensure that during the operation of the sanitary facilities temperatures prevail in the hot water systems in accordance with the applicable public law regulations (e.g. Drinking Water Ordinance) or technical recommendations which prevent the development of germs (e.g. legionella). The lessee must also ensure that there is sufficient water flow in the sanitary facilities to prevent or reduce the development of germs or a deterioration in the quality of the water. If containers with sanitary installations are to be used by people who are susceptible to health problems (e.g. children, sick or elderly people) or if these containers are to be used in areas requiring particularly high levels of hygiene (e.g. hospitals, food processing), the lessee must take water samples and check them for germs before putting them into operation.
7. If a container with sanitary installations does not have an external water supply but only a fresh water tank, HKL will fill this with clean water. The lessee is advised that the water is not of drinking water quality and may suffer quality losses due to long periods of standing at the lessee's premises.
8. Construction trailers may not be parked in the public road space for longer than two weeks unless they are parked in appropriately marked parking spaces (§ 12 para. 3 lit. b German Road Traffic Regulations (= StVO)).
9. HKL shall hand over the Rental Object to the lessee in a cleaned condition. Unless otherwise agreed in writing, the lessee must clean the Rental Object regularly at his/her own expense for the duration of the rental relationship, depending on the type and extent of use. Notwithstanding the lessee's obligation to clean, HKL shall clean the inside and outside of the Rental Object on HKL's premises after it has been returned, at the lessee's expense and in accordance with the agreement in the rental contract (cf. Clause III. 4.).
10. If the outside temperature is 0°C or below, containers with sanitary installations must be heated until immediately before they are returned.
11. The holding tanks of the sanitary containers are to be emptied by the lessee himself/herself on a regular basis, but in particular before collection. Unless otherwise agreed, the lessee shall bear the costs of emptying and disposal.
12. The container roof must be kept free of leaves after commissioning and free of snow for collection for return transport. It must not be used or loaded as a storage area. Contamination of the roof plates, leaf catchment grids, rain gutters and downpipes must be removed regularly so that regulated drainage can take place and damage can be avoided. Adequate ventilation of the containers must be ensured.
13. The lessee shall obtain all official permits required for the installation of the Rental Object, in particular any necessary building permit, at his/her own expense. This applies accordingly if the lessee wishes to use the Rental Object on public roads. HKL shall not be liable for the fulfilment or feasibility of the conditions for setting up or using the Rental Object. In particular, HKL accepts no liability for the granting of any third-party permits that may be required.
14. The lessee shall ensure that the parking space of the Rental Object can be approached and freely accessed by heavy goods vehicles up to 20 metres in length and 3 metres in width for the purposes of delivery, relocation and collection and that a clearance height of at least 4 metres and an operating radius of at least 8 metres are available. The lessee shall also be responsible for obtaining any necessary special use permits under public law at his/her own expense. If it has not been agreed that HKL will organise the necessary crane service, the crane must be provided by the lessee at his/her own expense.
15. In addition, the lessee's obligations and rules of use apply in accordance with Clause VII of HKL's General Terms and Conditions of Rental.

VI. Electrical inspection, maintenance of stairs and platforms

1. If the Rental Object has electrical installations, the lessee is obliged to have these electrical installations checked during the term of the rental agreement or - in the event that the rental period is exceeded - during the term of use of the Rental Object, in particular stationary installations (permanently connected installations), portable electrical equipment (non-permanently connected installations), CEE cables and the earth leakage switch.
2. The aforementioned electrical installations must be inspected by suitable specialists in accordance with the applicable statutory provisions, technical guidelines (in particular DIN VDE) and accident prevention regulations (in particular German Social Accident Insurance (DGUV) regulation 3). In particular, the earth leakage switch must be checked monthly.
3. The lessee shall bear the full costs of the aforementioned inspections. If the rental period does not fully cover the respective inspection interval, the lessee shall bear the costs of the respective inspection only on a pro rata basis in proportion to the duration of the rental period to the respective inspection period.
4. If, in the course of the inspections carried out by the lessee in accordance with the above Clauses 1 to 3, it is found that there are defects in the electrical installations inspected, the lessee must inform HKL of this without delay. Clause VIII applies to the necessity of any repairs.
5. Stairs and platforms on or in the Rental Object shall be maintained by the lessee at his/her own expense and, in particular, regularly checked for their stability. Clause VIII applies to the necessity of any repairs.

VII. Assembly and dismantling of the Rental Object as an additional service from HKL

1. In the event of a separate agreement in the rental agreement, HKL will take over the assembly and/or dismantling of the Rental Object for an additionally agreed fee. Depending on the agreement, this may also include the connection to utility and disposal lines.
2. The agreed assembly shall be carried out according to the instructions of the lessee. Floor and ceiling loads must be observed by the lessee. HKL is entitled to carry out the installation in deviation from the plans of the lessee if there are objective reasons for this. Plans of lines, pipes, etc. laid in the ground at the specific location where the Rental Object is to be erected must be handed over to HKL before the start of installation. If a corresponding underground pipe plan has not been submitted at the start of work, the lessee shall be responsible for any resulting damage.
3. If HKL has undertaken to carry out the assembly of the Rental Object, HKL is entitled to withdraw from this contract insofar as official or other requirements make deviations from the standardised assembly necessary; something else only applies if HKL has separately undertaken to carry out such an assembly - against additional payment.
4. The electricity and water connections required for agreed assembly work during assembly and dismantling shall be provided by the lessee. During the assembly times, sanitary facilities (washing facilities, toilets) shall be made available to the fitters free of charge.
5. The lessee shall provide waste containers for materials produced during assembly and dismantling.
6. If the weather or other comparable circumstances over which HKL has no influence do not permit delivery, assembly or dismantling and/or collection, Clause II. 9. above shall apply.
7. In the event of obstructions to assembly or dismantling or to delivery or removal by the lessee, the above Clause III. 6 shall apply. The lessee shall be fully responsible for ensuring road safety during all assembly work.

VIII. Repairs to the Rental Object

1. HKL will only bear repair costs based on normal wear and tear.
2. The lessee is obliged to inform HKL immediately of the need for repairs. HKL shall be solely responsible for carrying out the repairs. Any repairs carried out by the lessee himself/herself or any commissioning of third parties by the lessee shall require the prior written consent of HKL. This does not apply if there is imminent danger, i.e. in particular in the case of emergency repairs to prevent consequential and environmental damage.

IX. Liability of the lessee

The following provisions of this Clause IX. of these Special Terms for Room Systems are conclusive, so that Clause XIV. of HKL's General Terms and Conditions of Rental no longer applies to the rental of room systems:

1. The lessee shall be liable from the time of handover until the proper return of the Rental Object for any damage and any theft/loss of the Rental Object (hereinafter "**Damage**"), unless the lessee proves that he/she is not responsible for the breach of duty. This also applies to any consequential costs of HKL resulting from such Damage, in particular depreciation, salvage costs, expert fees, loss of rent and pro rata administrative costs. The loss of rent is calculated as one day's rent for each day on which the Rental Object is not available to HKL for rental. Any concessions in accordance with HKL's graduated rental price list do not apply. The lessee is free to prove that HKL has not suffered any loss or that the loss suffered is less than the daily rent payable by the lessee as loss of rent.
2. Insofar as HKL is not responsible for these, the lessee shall be liable for all fees, charges, fines and caution notices, penalties and other costs due to the infringement of public-law regulations which arise during the use of the Rental Object and for which HKL is charged. The lessee shall indemnify HKL on first demand against any claims made by third parties. Similarly, the lessee is obliged to indemnify HKL on first demand against any further claims by third parties for Damage or other costs arising from the operation or use of the Rental Object - in particular for injury to persons or damage to property - unless the lessee is not responsible for such Damage or costs.
3. Contracts for the rental of Rental Objects with a replacement value of at least EUR 1,500.00 contain a limitation of liability in favour of the lessee. The limitation of liability applies exclusively to the risk of fire, theft and loss (hereinafter: "**Insured Damage**"). Accordingly, there is no limitation of liability vis-à-vis HKL for damage to the Rental Object that is not attributable to fire, acts of theft or loss (hereinafter: "**Uninsured Damage**").

HKL requires the lessee to pay a fee for the limitation of liability in accordance with HKL's valid price list. The fee will be shown separately on the rental agreement and is payable in the amount of the full daily fee from the date of commencement of the rental up to and including the date of return of the Rental Object for each day of rental or part thereof.

From the time of payment of the fee, the lessee's liability towards HKL for Insured Damage to the Rental Object in the event of Damage caused by **simple negligence** is limited to an amount of **Euro 950.00** per individual loss (deductible).

The lessee, on the other hand, shall be liable without limitation if he/she or his/her representatives have caused the Insured Damage to the Rental Object **intentionally**. If, on the other hand, the lessee or his/her representatives have caused the Insured Damage to the Rental Object through **gross negligence**, the lessee's liability shall be assessed in proportion to the severity of the fault. The liability of the lessee in the event of intentional or grossly negligent causation of the Insured Damage is therefore not limited to the above amount (deductible).

The above limitations of liability of the lessee for an Insured Damage in the case of simple negligence (to the deductible) or gross negligence (liability according to a ratio corresponding to the severity of the fault) require, in addition to payment of the fee due, fulfilment of the lessee's obligations to cooperate, to provide information and/or to minimise loss in accordance with Clause VII. 8. of the General Terms and Conditions of Rental.

4. The lessee must insure Rental Objects with a replacement value of less than EUR 1,500.00 at his/her own expense for the benefit of HKL as beneficiary of the insurance contract for the duration of the rental period against the risk of fire, theft and loss (hereinafter: "**Self Insurance**"). If the lessee does not comply with this obligation, he/she must compensate HKL for all damages resulting from this breach of duty. If the lessee is obliged to insure himself/herself, it is pointed out by way of clarification that the lessee - irrespective of the existence of an insurance policy taken out by him/her - is liable without limit for any Damage to the Rental Object in relation to HKL, unless the lessee is not responsible for this. The limitations of liability for simple or gross negligence in accordance with paragraph 3 above for Insured Damage do not apply.
5. As a precaution, the lessee assigns to HKL any claims arising from an existing insurance policy in accordance with the above paragraph 4. HKL accepts this assignment.
6. The limitation of liability in accordance with paragraph 3 above shall apply exclusively to the use of the Rental Object within the Contract Territory.

X. Limitation

The statutory provisions apply to the limitation period for claims by HKL against the lessee and for claims by the lessee against HKL. If a case of Damage has been recorded by the police (cf. Clause VII. 8. of the General Terms and Conditions of Rental), claims for Damages by HKL against the lessee shall not become due until HKL has had the opportunity to inspect the investigation files. The period of limitation begins at the latest six months after the return of the Rental Object. In the event that the files are inspected, HKL shall inform the lessee immediately of the time at which the files are inspected.

HKL BAUMASCHINEN GmbH, Lademannbogen 130, 22339 Hamburg-Hummelsbüttel
Tel.: +49 40 538021, Fax +49 40 5382710