

Terms for rental generator sets:

General Terms and Conditions of Business for rental generator sets from the company

Mittes engineering GmbH

1. Rental duration/term

The rental contract takes effect with handover of the rental generator set to the Lessee, or on the day specified in the Special Conditions the latest, provided the Lessor has made the rental object ready for handover. If delivery is delayed due to reasons for which the Lessor is responsible the Lessee may withdraw from the rental contract without setting a respite, however, it thereby disclaims all claims to compensation.

The rental contract ends on the day specified in the Special Conditions or upon arrival of the rental aggregate at the destination the earliest.

2. Termination of the rental contract

Prior to expiration of the agreed rental term, the contract may be terminated by the Lessor for important reasons with immediate effect or without adherence to a term of notification, especially if

1 The Lessee falls into arrears with payment and does not fulfil its obligations within 14 days despite a written reminder under threat of contract cancellation,

2 The Lessee uses the rental object or a part thereof in an adverse manner or contrary to the terms of the contract or does not use the rental object appropriately,

3 Maintenance and care of the rental object are neglected,

4 A third party is granted rights of any kind to the rental object without the Lessor's consent,

5 The Lessee changes the location of the rental object without the Lessor's consent,

6 Bankruptcy proceedings including payment schedule proceedings are opened on the Lessee's assets or if opening such proceedings are refused due to insufficient funds.

Any damage claims by the Lessor resulting from early termination of the contract remain unaffected.

Whether the rental term is indefinite or definite, the Lessee may terminate the rental contract by registered letter, observing a three-day term of notice. In case of the latter, the rent due up to the termination date is due in full and any rent that falls within the time between the termination date and the originally agreed end of contract is due at a discount of 30%.

In the event of accidental loss, loss due to Force Majeure and total loss, the rental contract ends without cancellation or declaration of annulment immediately upon occurrence of the event. The Lessee must immediately inform the Lessor of the event in writing.

3. Other services

For any other services required, such as providing operating personnel, separate agreements must be made.

4. Rent and payment

The rent shall be agreed upon per day or per month in the special conditions. It shall be applicable only for an operation time of 8 hours a day and for 20 workdays a month. It is due in full, even if the quoted operating hours a day or month are not reached. Additional rent must be paid for exceeding the aforementioned operating hours. This additional rent shall be calculated at 70 % of the hourly rate per hour of the additional use after calculating the hourly rate based on the agreed daily or monthly rent. In the case of rental objects with an operating hours counter, the hours it indicates are decisive for the operating duration. Malfunctions of the counter must be reported to the Lessor immediately. Irrespective of the presence of an operating hours counter, every event of exceeding the operating hours must be reported to the Lessor at the next rent due date the latest.

The rent must be paid in advance plus applicable VAT and is due at billing.

If the rental object is returned after expiration of the agreed rental term, then a utilization fee must be paid for the time between end of the rental term and return. It is one time the daily rent a day for a daily rental agreement, or a twentieth of the monthly rent for a monthly rental agreement.

5. Period of suspension

Should the Lessee anticipate the non-use of the rental generator due to plant holidays or seasonal shutdown of business for more than eight successive days, then it is at the Lessee's discretion to request that the Lessor prescribe a period of suspension rent for the duration of the plant shutdown. The request must be advised by registered letter at the latest thirty days before commencement of the period of suspension and must specify its duration. The day of mailing the notice is deemed the first day of the time limit.

The mothballing rent is 75% of the original rent agreed upon for the duration of the plant shutdown.

6. Acceptance of the objects upon delivery or return, notice of defects

The Lessor shall hand over the rental object at its operating site. Before handover, the Lessee is free to satisfy itself as to the condition of the rental object personally or by an expert at his own cost. Any defects discovered must be reported to the Lessor before handover.

The Lessor is not liable for any specific condition and any specific usability of the rental object. The Lessee must arrange at its own cost any necessary official permits for operation, transport or installation.

The rental object must be returned to the Lessor's operational site in good, serviceable and clean condition. Any defects or damage must be recorded in a mutual condition report before return. Should the Lessor discover defects or damage after return of the rental object, then these must immediately be notified to the Lessee in writing.

Any defects or damage that cannot be attributed to ordinary use of the rental object must be repaired immediately by the Lessee at its cost, otherwise the Lessor can have this performed at the Lessee's cost.

7. Transport costs and damage

All costs for transporting the rental object starting from the handover location shall be borne by the Lessee.

Any transport damage shall be charged to the Lessee.

8. Lessee's obligations

a) The Lessee may use the rental object only at the location and for the work indicated in the contract. It is not permitted to pass the rental object on to third parties for any reason.

- b) The Lessee is obliged to protect the rented equipment against overloading of any kind. It must provide for correct, professional maintenance and care as well as professional servicing of the equipment at its own costs. All damage that occurs must immediately be notified to the Lessor irrespective of the obligations above.
- c) Using the forms provided by the Lessor, the Lessee must present the required machine reports on time.
- d) The Lessee shall bear the costs for the legally mandatory inspections.
- e) Written consent must be obtained from the Lessor before making any modifications to the rental object. At the Lessor's request, the Lessee is obliged to restore the equipment to its original condition or to bear the costs required to do so.
- f) Non-use of the rental object for any reason except during an agreed period of suspension does not absolve the Lessee of the obligation to pay the full rent and to adhere to all remaining contractual obligations. The Lessee expressly waives any claims to reduction of or exemption from rent for the reasons stipulated in Section 1096 of the Austrian Civil Code (ABGB).
- g) At the Lessor's request, the Lessee is obliged to insure the rental object appropriately and sufficiently against all risks, in particular third-party liability, for the benefit of the Lessor.

9. Supervisory right

The Lessor is entitled to verify the Lessee's adherence to the contract at any time on site, in particular with regard to the type and duration of use and maintenance and servicing of the rental object. The Lessee must grant access to the rental object to the Lessor or its authorized representative at any time.

10. Liability

- a) The Lessee is liable for damage, loss and destruction of the rental object during the rental period, irrespective of whether it was caused by itself, its vicarious agents, temporary personnel or third parties.

This liability also extends to accidental destruction and to unforeseeable and unavoidable events, such as force majeure, strike or the like.

The Lessee is not liable for wear and tear in the scope of contractually agreed use.

- b) The Lessee is obliged to indemnify the Lessor and hold it harmless, should it be held liable by third parties for loss events that occur in conjunction with the rented object.
- c) In the case of loss or destruction (total loss pursuant to insurance law) of the rental object, the object must be replaced by an equivalent object or a cash compensation equivalent to the current value according to the valid Austrian register of construction equipment.

The Lessor is entitled to decide between replacement and cash compensation without unnecessary delay; in case of a replacement, a compensation shall be paid, if required.

The substitute performance shall be due within eight days of the Lessor's exertion of its right to decide. Any applicable compensation must be paid upon handover of the replacement.

- d) Replacement obligations pursuant to Austrian product liability law or any claims for product liability for property damage towards contractors derived from other legal regulations and obligations to pay a refund are excluded. The Lessee is obliged to agree on this exemption from liability and recourse with its other contractual parties and to impose on them the obligation to ensure on their part that such exemptions from liability and recourse are subsequently set down in a contract even with their business partners with effect for us.

Asserting claims for liability, information or recourse must be sent to our management in written form with accurate description of the damage, the facts giving rise to the claim including proof that the object causing the damages originates from us.

11. Personnel

All personnel possibly provided by the Lessor is subject to the Lessee with regard to operational organisation and discipline and is deemed its vicarious agent.

If the Lessor cannot provide any replacement during the rental term in the event of illness, holiday or resignation of the provided operating personnel, then the Lessee must provide suitable replacement personnel itself.

12. Other terms

- a) The Lessee is not entitled to exercise right of retention.
- b) The Lessee shall ensure that the lettering and signs (owner's plaque, designation of origin, device number) remain undamaged and easily visible.
- c) Any offset of any claims of the Lessee against the Lessor's claims is excluded expressly.
- d) Deviating agreements or amendments to the contract must be made in writing to be valid.

The Lessor has read and accepted the General Terms and Conditions.

Signed _____ on _____ in _____