

## **General Rental Terms and Conditions of Ko-Mats GmbH**

### **1. Definitions**

- 1.1.** "Lessor" within the meaning of these provisions is Ko-Mats GmbH.
- 1.2.** "Rental object" refers to all equipment and systems provided by the lessor for rental purposes. This includes, in particular, pumps for lowering groundwater or pumping wastewater, together with accessories.
- 1.3.** "Lessee" is any person or company that concludes a rental agreement with the Lessor for a rental object.
- 1.4.** "Business premises" means – unless otherwise agreed – the Lessor's registered office as entered in the commercial register.
- 1.5.** "Place of destination" means the place where the rental object is to be used as agreed.

### **2. General provisions**

- 2.1.** These General Terms and Conditions of Rental shall form an integral part of every rental agreement concluded with the Lessor.
- 2.2.** Any deviating general terms and conditions of the Lessee are hereby rejected, even in the event of a letter of confirmation and unconditional provision of the rental object.
- 2.3.** The customer may only offset claims of the provider if the customer's counterclaim is undisputed or has been legally established. Claims arising from warranty or the assumption of a guarantee are excluded from the prohibition of offsetting.
- 2.4.** The customer may only assert a right of retention if it is based on claims arising from the same contractual relationship.
- 2.5.** Without the express written consent of the provider, the customer is not entitled to assign claims arising from the contractual relationship to third parties. Sentence 1 does not apply to contracts with consumers if the customer's claims are monetary claims.

### **3. Rental period and transport of the rental object**

- 3.1.** Unless otherwise agreed, the rental period shall commence at the time when the rental object has been made available by the lessor for collection/loading on its premises as agreed and shall end upon return to the premises.
- 3.2.** The lessee shall be responsible for loading and transporting the rental object to its destination at their own risk and expense. The lessee shall also be responsible for ensuring that the rental object is properly secured for transport.
- 3.3.** If the lessor is involved in loading, this shall be at the expense and risk of the lessee. The lessee shall indemnify the lessor against all claims by third parties in connection with inadequate transport security.
- 3.4.** If the lessor has expressly undertaken to deliver the rental object in individual cases, the rental period shall commence as soon as the rental object has been offered to the lessee at the destination.

**3.5.** Notwithstanding any other agreement, the parties shall be entitled to terminate the contract extraordinarily and without notice for good cause.

**3.6.** Good cause justifying extraordinary termination by the lessor shall be deemed to exist in particular if

- the tenant is in arrears with an amount corresponding to at least two agreed rents,
- insolvency proceedings are opened against the tenant's assets, or
- there are other important reasons that make it unreasonable for the landlord to continue the tenancy.

**3.7.** Delivery notes shall be issued to the lessee upon both handover and return of the rental object and shall form an integral part of the rental agreement.

**3.8.** Incorrect information in delivery notes must be reported by the lessee immediately upon receipt, otherwise the delivery notes shall be deemed correct in content even without countersignature.

#### **4. Rental price**

**4.1.** All rental offers made by the lessor are subject to change.

**4.2.** The estimated rental price is specified in the respective rental agreement or the lessor's offer and must be paid in advance, unless expressly agreed otherwise. All prices are quoted in euros plus the applicable value added tax, unless otherwise required by law.

**4.3.** If the rental period is extended, the lessee shall continue to owe the agreed rental price until the actual return of the rental object.

**4.4.** If the lessee does not return the rental object to the lessor in accordance with the contract at the end of the rental period, they shall owe compensation for use in the amount of the agreed rental price until the rental object is actually returned. The lessor reserves the right to assert further claims.

**4.5.** In case of doubt, the delivery notes issued upon handover and return of the rental object shall be decisive for the calculation of the actual rental price.

**4.6.** Any maintenance costs incurred during the rental period shall be charged separately. Clause 4.1 sentence 2 shall apply accordingly.

**4.7.** The lessee is obliged to pay a deposit to be determined by the lessor upon request before the start of the rental period. The deposit serves to secure any claims the lessor may have against the lessee and will be refunded provided that there are no complaints when the rental object is returned. The lessor is entitled to a reasonable inspection period for this purpose.

#### **5. Insurance / Liability of the Lessee**

**5.1.** The Lessee shall be liable for all damage caused to the rented property during the rental period, unless the damage is due to normal wear and tear of the rented property in accordance with the contract.

**5.2.** The lessee undertakes to indemnify the lessor against any claims by third parties caused by the operation of the rented property during the rental period. The indemnification also includes the costs of legal defense.

## **6. Obligations of the lessee**

**6.1.** The lessee is obliged to protect the leased item from overuse and use by third parties or interference by third parties in any way.

**6.2.** During the rental period, the lessee shall ensure the proper and professional handling, timely maintenance, and care of the rental object and, in particular, shall observe the operating instructions and regulations. Maintenance and care costs shall be borne by the lessee during the rental period.

**6.3.** The lessee must immediately notify the lessor in writing of any defects and malfunctions that occur, as well as any repairs that become necessary to maintain the operational readiness of the leased property. Changes and repairs to the leased property may only be carried out by the lessor or a representative appointed by the lessor.

**6.4.** The lessee must immediately notify the lessor in writing of any enforcement measures taken against the leased item or other effects on the leased item, such as theft or destruction.

## **7. Liability of the Lessor**

**7.1.** Use of the rental property is strictly at your own risk.

**7.2.** The Lessor, its representatives, employees, and vicarious agents (hereinafter collectively referred to as the "Lessor") shall be liable, regardless of the legal basis, exclusively for intent and gross negligence, unless liability arises from the breach of essential contractual obligations, claims for damages due to the assumption of a procurement risk, or a guarantee.

**7.3.** Except in cases of gross negligence or intentional breach of contract, the Lessor's liability shall be limited to the amount of damage reasonably foreseeable at the time of conclusion of the contract and typical for this type of contract.

**7.4.** Except in cases of intentional breach of contract, the Lessor shall not be liable for lost profits, lost savings, indirect damages, and/or consequential damages.

**7.5.** The aforementioned limitations of liability shall not affect the Lessor's liability for culpable injury to life, limb, or health.

## **8. Return of the rental object**

**8.1.** Upon termination of the rental agreement, the lessor is entitled to demand immediate return of the rental object.

**8.2.** Upon termination, the lessee is generally obliged to deliver the rental object in the condition specified in the contract to the lessor's premises, unless collection from the destination by the lessor has been expressly agreed.

**8.3.** Notwithstanding the above provision, upon request by the Lessor after setting a deadline for surrender that has not been met, the Lessee shall allow access to the leased property and its removal by the Lessor or an agent. The lessee hereby expressly grants the lessor or an agent appointed by the lessor the right of access and entry. The lessee shall allow the lessor or an agent appointed by the lessor to enter the property or building in which the rented item is located and to collect the rented item. If the lessee does not have the right to enforce house rules, they must ensure that the lessor or an agent appointed by the lessor is granted the authority to enter the property or building in order to exercise the right of recovery. The costs of any dismantling and transport of the leased item shall be borne by the lessee. The lessor expressly reserves the right to assert further claims.

## **9. Final provision**

**9.1.** German law applies, excluding international private law.

**9.2.** The exclusive place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions or the underlying contract is the registered office of the Provider, provided that the contractual partner is a company, a legal entity under public law, or a special fund under public law.

**9.3.** Should individual provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a substitute provision that comes as close as possible to the purpose intended by the invalid provision.

As of: July 2025