

Sattler Ceno TOP-TEX GmbH General Terms and Conditions of Leasing

1. General Remarks

The following Sattler Ceno TOP-TEX GmbH ("Sattler") General Terms and Conditions are an integral part of the contract. Any contrary or deviating terms and conditions shall not be accepted, unless Sattler expressly agreed to them being applicable in writing.

Our General Terms and Conditions shall also apply if Sattler delivers any products to the Customer ("Lessee") despite being aware of the Lessee's conflicting or deviating general terms and conditions.

These General Terms and Conditions shall also apply to any future transactions with the Lessee and, consequentially, to the entire legal relationship without the need to refer to them in each individual case.

2. Subject Matter (Rental Object)

Sattler lets to the Lessee, for the term of the relevant contract, a mobile double-membrane gas tank, including required accessories if this was agreed. Both the mobile gas tank and the accessories shall be provided to the Lessee for the period under the relevant contract or the order confirmation.

The quality, scope and use conditions of the Rental Object are also described in the relevant contract and/or order confirmation, unless agreed otherwise in writing in individual cases.

The relationship on which a lease contract is based must be deemed a rental relationship, unless agreed otherwise in writing.

The Rental Object shall always be transferred for exclusive usage by the Lessee and it may only be used for the purposes indicated in a rental contract and/or order confirmation. Without a prior written approval from Sattler, the Lessee may not transfer a Rental Object usage right to third parties or provide them with the Rental Object; contractual usage by the Lessee's employees shall be admissible.

3. Offer

The price, quantity and delivery times/conditions in Sattler's offers shall be non-binding; a rental contract is concluded only once Sattler has delivered an order confirmation. If Sattler performs without previously delivering a written order confirmation to the Lessee, the contract shall be concluded upon the Rental Object's delivery.

4. Delivery

Delivery times and service periods must be agreed in writing.

Cancellation by the Lessee in terms of sec 1117 ABGB [Austrian Civil Code] due to refusal to grant contractual usage shall only be admissible after Sattler was granted a reasonable defect remedy period with no success. It must be deemed unsuccessful if remedy is impossible, if Sattler refuses to do so or unreasonably delays remedy, if there is reasonable doubt regarding the success, or if this is unacceptable for the Lessee for any other reasons.

5. Rent

The rent payable by the Lessee is indicated in the corresponding lease contract and/or the order confirmation. Unless otherwise agreed in individual cases, prices shall be "net prices" plus applicable VAT (currently 20%). In deviation from the law – unless otherwise agreed in writing – the rent shall be payable upon invoicing. Payment shall be deemed to have been made once Sattler received such payments on their account.

If the Lessee totally or partially fails to pay by the contractual payment date, Sattler may request interest payments at the statutory rate; Sattler's right to claim damages due to delay shall not be affected by this.

Also, Sattler may decide to render other services only against advance payments or the provision of securities in the form of bank guarantees granted by financial institutions or insurance companies in the European Union.

6. The Lessee's Duties

The Lessee shall be obligated to diligently treat the Rental Object and protect it from any damage; they shall also ensure ordinary usage and appropriate operation.

The Lessee must notify Sattler of defects immediately after detection in a clear way by indicating any information required for defect detection and the reasons in writing.

Should the Lessee fail to immediately notify Sattler, they must pay compensation for any resulting damage. Should Sattler be unable to remedy any defects on time due to the Lessee failing to immediately notify them, the Lessee is not entitled to damages or any other compensation or to cancel the contract without indicating an acceptable notice period.

Setting up the Rental Object at places other than those indicated in the lease contract shall require Sattler's prior written approval, whereby they shall withhold an approval only if there are reasons making a repositioning unacceptable. Sattler may request transport, assembly and disassembly works to be performed by themselves or experts commissioned by them at market prices. Any expenses resulting from repositioning, any related costs and additional costs resulting from this shall be borne by the Lessee.

7. Damages

Sattler waives liability for slightly negligent property damage; such liability exclusion or restriction shall also apply to personal liability of employees and other vicarious agents.

Only if Sattler clearly maliciously concealed any Rental Object defects, shall this waiver exclusion not apply.

Liability for consequential damage, loss of earnings and indirect damage shall be fully excluded.

The period of limitation for asserting claims for damages – irrespective of kind – shall be twelve months from delivery of the Rental Object, independent of the time when the Lessee becomes aware of this.

The Lessee may not offset against payable rents, exercise any retention rights, or reduce the rent. However, this shall not include the Lessee's claims for damages due to non-compliance for which Sattler is liable due to intention or gross negligence and other claims based on the rental relationship which are undisputed, legally confirmed or ready for court decisions.

8. Warranty

The Lessee must inspect the Rental Object immediately after delivery and notify Sattler in writing of any defects. Apparent defects must be immediately communicated, any other defects within a two-week period from supply. Should the Lessee fail to do so, all their claims shall cease to exist.

If defect notification assessment shows that no warranty claims exist, Sattler may charge to the Lessee any costs in this regard and other financial losses and the Lessee must pay the relevant amount invoiced by Sattler within seven days.

The Lessee shall have the burden of proof regarding any defects existing at the time of the Rental Object's delivery; statutory assumption in this regard, particularly that of sec. 924 ABGB, shall be excluded.

The warranty period shall be six months from the Rental Object's delivery.

9. Rental Object Return

Upon lease contract termination, the Lessee must return to Sattler the Rental Object(s) in its entirety and in a state corresponding to contractual use.

10. Venue, Applicable Law

If the Lessee is an entrepreneur in terms of the UGB [Austrian Business Code], the exclusive venue for any disputes between Sattler and the Lessee shall be the competent court at Sattler's registered office.

The legal relationship between Sattler and the Lessee shall be exclusively subject to Austrian law; CISG provisions are hereby mutually excluded.

11. Severability Clause

Should individual provisions of these General Terms and Conditions be or become totally or partially ineffective, void or challengeable, this shall not affect other provisions or agreements. The Parties must replace invalid provisions with valid provisions, which come closest to the economic purpose of invalid provisions.

Amendments or supplements to these General Terms and Conditions must be made in writing; this shall also apply to the waiver of the written form requirements.

January 2017