

## General Terms and Conditions

### 1 Scope

- 1.1 SPOT Elektroanlagen GmbH shall provide the client with the object(s) described in the contract for the agreed use for the agreed period or shall provide the client with the contractually agreed service during the agreed period.
- 1.2 The client shall pay the agreed price for the ordered service or the provided rental object upon conclusion of the contract unless expressly agreed otherwise in individual cases.

### 2 Duration of contract

- 2.1 The duration of contract shall be agreed individually. It shall end on the day on which the provided rental material is handed over to an employee of SPOT Elektroanlagen GmbH and the receipt is acknowledged by his/her signature on the delivery note.
- 2.2 In the event of cancellation of the contract, any preliminary services necessary for the provision of service that have already been provided by the contractor shall be compensated in full by the client.
- 2.3 At the time of pick-up by SPOT Elektroanlagen GmbH, the rental object(s) shall be kept available in an accessible and transportable condition. If this cannot be guaranteed due to the fault of the client, the rental period shall be extended accordingly and the client shall bear the costs of the second pick-up.

### 3 Rental price/rental payment

- 3.1 The rental price is based on the agreed scope of services.
- 3.2 If the scope and schedule of services – on the basis of which the rental price is agreed – is extended due to delays in construction, extra services, etc., the client shall notify SPOT Elektroanlagen GmbH immediately. These additional services shall be charged separately.
- 3.3 Unless otherwise stated, all prices are quoted in Euro and are exclusive of VAT.
- 3.4 Unless otherwise expressly agreed in writing, the rental price/price of service shall not include connection fees, licensing fees, operating costs (e.g., water, electricity, waste water, etc.) and costs for stand-by hours.
- 3.5 Cash discounts and rebates shall be excluded if these have not been expressly agreed upon and confirmed in writing by SPOT Elektroanlagen GmbH. In the case of invoices that contain errors, the undisputed amount shall be paid immediately by the client. A deduction of the invoiced amount shall be communicated in writing to SPOT Elektroanlagen GmbH with transparency of the transfer amount. Disputed partial amounts do not entitle non-payment of the total invoice amount. Offsetting against claims of SPOT Elektroanlagen GmbH shall be permitted only in the event of undisputed or legally enforceable counter-claims by the client. The client shall not assert a right of retention for the provided rental object.
- 3.6 If the client does not fulfil his payment obligations or does not fulfil them on time or fully, SPOT Elektroanlagen GmbH shall terminate the contract concluded verbally or in writing with immediate effect. The contractor shall be entitled to stop construction of the system, to shut it down or to retrieve the rental object. The client shall grant SPOT Elektroanlagen GmbH access to the rental object at all times.

### 4 Cancellation of order

- 4.1 If the customer cancels the order of a rental object or service up to one week prior to delivery or provision of service, the customer shall not be charged a cancellation fee. If the cancellation occurs after this term, a cancellation fee of 25% of the order amount shall be due, less any expenses saved and consumables.

### 5 Security deposit

- 5.1 If the rental object(s) is (are) not to be used in Germany, a security deposit to be determined by SPOT Elektroanlagen GmbH or a directly enforceable guarantee of a major German bank shall be demanded. It shall be refunded or returned upon return of the rental object. All due rental payments and all other costs shall be deducted from this general security deposit.

### 6 Maintenance obligations

- 6.1 SPOT Elektroanlagen GmbH shall hand over ready-to-use rental objects or duly executed services to the client according to the agreed scope of contract. The costs for repairing regular wear and tear of the rental object(s) resulting from contractual use shall be borne by SPOT Elektroanlagen GmbH.
- 6.2 SPOT Elektroanlagen GmbH shall maintain the operational capability of the rental object(s) during the agreed period of use by the timely reporting of maintenance by the client and in accordance with the provisions of the regulation under 3.4 of these Terms and Conditions. If necessary, SPOT Elektroanlagen GmbH shall arrange for any necessary replacement or repair of the rental object. If necessary, the use of the rental object(s) shall also be secured by replacement equipment.

- 6.3 The client shall be obliged to:

- protect the rental object(s) from overload
- protect the rental object(s) from theft and damage
- operate and service the rental objects carefully and professionally, taking into account the operating instructions
- always keep SPOT Elektroanlagen GmbH informed about the location and whereabouts of the rental object
- return the rental object(s) in accordance with the contract and in a cleaned, operational and complete condition. If the client does not repair the damage within five days, the repairs shall be carried out by SPOT Elektroanlagen GmbH at the expense of the client
- fill only commercial diesel in the rented diesel power units. They shall be fully filled at the time of return, otherwise SPOT Elektroanlagen GmbH shall charge €3.20 per litre.

- 6.4 If it is evident from the returned rental object(s) that the client has failed to meet the maintenance obligations, SPOT Elektroanlagen GmbH shall reserve the right to deduct compensation for the necessary repair work from the resulting downtime.

### 7 Loss/damage

- 7.1 The client shall immediately notify SPOT Elektroanlagen GmbH in writing in the event of loss of or damage to the rental object(s). If the loss or damage is caused due to the behaviour of a third party, the client shall also file a complaint with the police.
- 7.2 In the event of loss of or damage to the rental object(s), the client shall provide monetary compensation to the amount of the market value of the rental object(s) or to the amount of the expenses necessary to repair the damage. The agreed rental price shall be paid until the receipt of compensation.

### 8 Insurance by the client

- 8.1 To cover the risks of loss of and damage to the rental object(s), the client shall take out insurance to the amount of the replacement value of the rental object(s). The client shall transfer the resulting rights to SPOT Elektroanlagen GmbH to secure its claims.

### 9 Liability of SPOT Elektroanlagen GmbH

- 9.1 The contractual and tortious liability of SPOT Elektroanlagen GmbH towards the client shall be limited to the legally permissible extent. SPOT Elektroanlagen GmbH shall be liable for damage caused by executives or their vicarious agents either intentionally or due to gross negligence.
- 9.2 SPOT Elektroanlagen GmbH shall assume no liability for consequential damage suffered by the client or a third party as a result of the repair work to the rental object(s) and the associated downtime during the rental period due to delayed delivery. In the event of a violation of essential contractual obligations, SPOT Elektroanlagen GmbH shall be liable for culpable conduct. In these cases, the liability of SPOT Elektroanlagen GmbH shall be limited to the compensation of contract-typical damage suffered by the client, which SPOT Elektroanlagen GmbH could foresee.
- 9.3 If SPOT Elektroanlagen GmbH cannot be accused of an intentional breach of contract, the liability for damages caused due to defects shall be limited to the foreseeable, typically occurring damages. The liability for financial losses, in particular, for business interruptions or loss of profit, shall be excluded except in the case of an intentional breach of contract.
- 9.4 The liability for culpable injury to life, body or health shall remain unaffected.

### 10 Special conditions

- 10.1 The client shall be prohibited from passing on the rental object(s) to third parties or using them for purposes other than those stipulated in the contract. The client shall not be entitled to waive any rights for a third party that arise from the contract or grant any right to a third party with respect to the rental object(s).

### 11 General

- 11.1 The rental or service contract shall be concluded in writing between SPOT Elektroanlagen GmbH and the client or buyer. Changes and additions to this rental or purchase contract shall also be made in writing. This shall also apply to a departure from this contractually agreed requirement of the written form.
- 11.2 All concluded rental or service contracts shall be subject to German law. All disagreements that cannot be resolved by mutual agreement shall fall within the jurisdiction of the courts in Dresden unless the parties expressly agree that the decision of an arbitral tribunal is binding.
- 11.3 Should individual provisions of the above terms and conditions be or become ineffective, the remaining provisions and the legal validity of the entire contract shall remain unaffected.
- 11.4 All agreements deviating from the existing conditions shall be expressly agreed upon in writing.