

## Standard terms and conditions of rent

### 1 Contractual items

1.1 ZÖLLNER Signal GmbH, hereinafter referred to as "ZÖLLNER", provides the Contractual Partner with the contractual items listed in detail in the order confirmation for the agreed rental period. These remain the property of ZÖLLNER, resale or reletting is not permitted.

1.2 The following further services must be ordered separately:

- » Operating instructions and basic training (mentoring)
- » Assembly support
- » Planning support

1.3 Transport

The system components are delivered ex factory by ZÖLLNER to the destination specified by the Contractual Partner. The transport, including packaging, will be charged at cost and invoiced separately.

### 2 Rental period

2.1 The system provided by ZÖLLNER will be provided to the Contractual Partner with all parts required for operation for the rental period agreed in the order by the parties.

**The minimum rental period is 14 days.**

2.2 The rental period agreed in the order shall start on the date of provision of the rented equipment agreed in the order. The rental period agreed in the order shall end on the day on which the devices were handed over at the headquarters of ZÖLLNER in a proper and contractually agreed state with all parts and documents required for operation and the completed return delivery certificate was signed by both Contractual Partners, at the earliest however, at the expiry of the minimum rental period specified in section 2.1. If the rental period agreed in the order exceeds the minimum rental period, this agreed rental period shall be the earliest point in time for the termination of the rental period. Each contractual party receives a copy of the signed return delivery note. If the renter is in default with the return of the rented items, ZÖLLNER is entitled to invoice the days up to the actual return as the rental period. Furthermore, in this case ZÖLLNER reserves the right to claim damages.

2.3 Any extension to the rental agreement must be notified in good time.

### 3 Idle time

3.1 The time during which the devices cannot be used at their contractually agreed place of use due to circumstances for which neither the Contractual Partner nor ZÖLLNER is responsible (e.g. cases of force majeure, frost, snow, flood, strike, civil unrest, government regulations, etc.) is deemed to be idle time.

3.2 The Contractual Partner must also pay the contractually owed rental payments during the idle time.

## 4 Rental calculation and rental payment

4.1 The rental price owed by the Contractual Partner is calculated from the agreement concluded consisting of the order and order confirmation – taking into account the prices applicable for the individual functional modules.

4.2 The rental payment is due at the end of each calendar month for the previous month, immediately after the invoice date following invoice receipt, unless otherwise agreed. If the rental relationship ends before the end of the month, the final invoice can be issued at this time.

4.3 In the event of delay in making payment, ZÖLLNER is entitled to charge default interest amounting to 8 percentage points above the base rate. It reserves the right to assert further claims for damage.

4.4 The Contractual Partner can only offset against claims from ZÖLLNER with legally established or undisputed claims. The Contractual Partner has no right of retention in respect of claims which do not originate from the same contractual relationship.

4.5 If it becomes apparent after concluding the contract that ZÖLLNER's entitlement to payment is jeopardised due to insufficient performance by the Contractual Partner, ZÖLLNER shall be entitled to demand an advance payment or security within a reasonable period. Upon expiry of the period set by ZÖLLNER, ZÖLLNER shall be entitled to withdraw from the contract and, if necessary, to claim for damages.

4.6 Loading and freight costs and assembly costs are not included in the rental price and will be billed separately.

4.7 Surcharges arise if

(a) The written order for rental components from the contract partner is received in a period that is less than five working days until the collection date. This surcharge amounts to 250.00€ net for the rental of complete system configurations of "Technical Device for Level Crossing Assistant" systems, LEXOS warning systems and hardwired automatic warning systems 250.00€ net per individual system - defined in the respective order. For individual components, the surcharge is 5.00€ net per serial numbered component.

(b) The minimum rental period mentioned in section 2.1 is fallen short of by more than one day. In this case, a cancellation fee shall be incurred in the amount of the difference between the agreed rental period and the minimum rental period at the agreed daily price.

(c) The order is cancelled before the rented object is collected in a period that is more than one day shorter than 14 days before the date of provision. If the order is cancelled within a period of 13 to 7 days until the date of provision, the surcharge shall be the minimum rental period at 50% of the agreed daily rate. If the order is cancelled within a period of less than 7 days up to the date of provision, the surcharge shall be 100% of the agreed daily rate for the minimum rental period.

## 5 Duties of ZÖLLNER

5.1 ZÖLLNER must provide the Contractual Partner with the rented devices for the duration of the rental in a safe functional state. The other contractual obligations of ZÖLLNER are guided by the contract concluded

between the parties, taking into account the possible combinations arising from sections 1.1 and 1.2 of this contract.

5.2 The costs for the regular inspection will be borne by ZÖLLNER. Exceptions are repairs necessary as a result of incorrect operation or misconduct by third parties. These will be carried out at the expense of the Contractual Partner with original spare parts from ZÖLLNER.

## 6 Duties of the Contractual Partner

6.1 The Contractual Partner takes on the following duties under this agreement:

- a) The Contractual Partner shall only use the rented devices as intended in accordance with the instructions in the operating manual and shall protect them against overuse. **The Contractual Partner is obliged to carefully observe the relevant accident prevention regulations and occupational safety provisions as well as the road traffic act and other relevant legal regulations and to use only such operating staff as fulfil the requirements.** Furthermore, the Contractual Partner is obliged to ensure that its trained personnel knows how to handle the rented devices and does so in compliance with all safety precautions.
- b) If the Contractual Partner is responsible for ensuring that the system is in a functioning state and therefore for maintenance and upkeep. **Any subsequent costs incurred as a result of a lack of maintenance, a lack of upkeep or neglect of the system are to be borne by the Contractual Partner.**
- c) The Contractual Partner must protect the devices provided by ZÖLLNER against unauthorized access by third parties.

6.2 The spare parts required in line with section 6.1 b) are to be purchased exclusively from ZÖLLNER in exchange for payment, unless they constitute replacement material which was provided to the Contractual Partner by ZÖLLNER at the start of the rental beyond the agreed scope of the rental.

6.3 The Contractual Partner is not entitled to make changes to the contractual items without the prior consent of ZÖLLNER, in particular additions and installations, or to remove labels attached by ZÖLLNER.

6.4 The Contractual Partner may neither grant rights to the devices to a third party without the prior written consent of ZÖLLNER nor cede rights from this contract.

6.5 Should a third party assert rights to the contractual items through confiscation, garnishment or similar, the Contractual Partner is obliged to inform ZÖLLNER of this immediately in writing and to inform the third party of the details of ownership in writing.

6.6 The Contractual Partner is obliged to notify ZÖLLNER of the occurrence of a defect or malfunction or inability to function immediately in writing or in text form and to take the system out of operation immediately and initiate repair work immediately. If the Contractual Partner fails to notify ZÖLLNER in time, to take the system out of operation in time or to initiate a repair in time, it cannot assert rights against ZÖLLNER extending beyond the rectification of the malfunction.

6.7 The Contractual Partner permits ZÖLLNER to inspect the devices at any time following prior announcement and shall grant it the necessary access to do so. The Contractual Partner is responsible for taking all security measures in accordance with GUV guidelines during the inspection.

6.8 The Contractual Partner is obliged to return the devices after expiry of the rental period in the contractually agreed state. The lessor shall be entitled to claim damages if the contracting party is responsible for a deterioration of the rented object while exceeding the contractual rental use in the sense of §538 BGB (German Civil Code). This claim shall become timebarred 6 months after the return.

6.9 In the event of a total loss of rented equipment, the contractual partner must pay compensation in the amount of the current value of the lost equipment. If there is no total loss, but repairable damage, the contractual partner must bear the repair costs.

## **7 Liability damages, distribution of risk**

7.1 ZÖLLNER is only liable for damages, for whatever legal reason, in the event of intent or gross negligence on the part of its agents or employees. The above exemption from liability for ordinary negligence does not apply to breaches of major contractual obligations. In the event of breaches of major contractual obligations, the cost of liability is limited to typical foreseeable damage.

7.2 Claims for damages arising from contractual liability become statute-barred 1 year after the event on which the claim is based. This also applies to identical concurring claims resulting from extra-contractual liability. §548 of the German Civil Code (BGB) remains unaffected.

7.3 ZÖLLNER is not liable for damages caused by

- » the system having been planned and/or installed due to insufficient, incorrect or incomplete information from the Contractual Partner;
- » the devices being operated against the instructions in the operating manual or by untrained and insufficiently qualified personnel of the Contractual Partner;
- » the devices or the system having been changed or otherwise manipulated by a person not authorised by ZÖLLNER and that such changes are not demonstrably attributable to an infringement of duty by ZÖLLNER.

7.4 The Contractual Partner is responsible for all damages to and losses of the rented objects caused by its subcontractors or third parties who could attributably have gained access to the rented contractual items through the Contractual Partner.

7.5 The Contractual Partner is also responsible for all damages caused by improper storage and/or handling of the devices. Liability of ZÖLLNER for these damages is excluded.

7.6 The Contractual Partner indemnifies ZÖLLNER from all claims asserted against ZÖLLNER by third parties for infringement of duties which are incumbent upon the Contractual Partner in accordance with sections 7.5 and 7.6.

7.7 The risk of accidental loss or deterioration of the contractual items passes to the Contractual Partner upon loading of the goods onto the respective means of further transport at the headquarters of ZÖLLNER.

## **8 Final provisions**

8.1 No verbal side agreements have been made. Amendments and/or addenda to this contract, in particular through ordering additional services from section 1.2, must be made in writing in order to be effective. This also applies to requirements of the written form itself.

8.2 If individual parts of this contract are ineffective or waived, this shall not affect the effectiveness of the remaining parts of the agreement. The contracting parties are obliged to replace ineffective provisions with ones which are legally effective and correspond as closely as possible to the purpose and economic result of the ineffective provisions.

8.3 The place of jurisdiction for all legal disputes arising from the contractual relationship is Kiel insofar as the Contractual Partner is a merchant, legal entity under public law or special fund under public law. This agreement governing the place of jurisdiction also applies if the Contractual Partner does not have a general place of jurisdiction within the country. ZÖLLNER is also entitled to file a suit against the Contractual Partner with the court responsible for its registered office.

8.4 The law of the Federal Republic of Germany shall apply to the contractual relationship