

General Rental Conditions of Schulte-Henke GmbH (Stabau)

§ 1 General

- (1) In addition to individually negotiated terms of contract, these General Rental Conditions (GRCs) shall apply exclusively to the rental of attachments for forklift trucks from Schulte-Henke GmbH (Stabau). Stabau does not accept any Clients' conditions that are opposed to or deviate from our GRCs, unless Stabau expressly agreed to such conditions in writing. The present GRCs shall also apply if Stabau, whilst being aware of the Client's conditions opposing to or deviating from these GRCs, commences execution of the contract.
- (2) All agreements made between Stabau and the Client for the execution of this contract must be laid down in this present contract in written form. There are no verbal side agreements.
- (3) The GRCs shall only apply to entrepreneurs pursuant to § 310 paragraph 4 German Civil Code (BGB).
- (4) The GRCs shall also apply to any future rental contracts with the Client unless other arrangements have been expressly agreed upon.**

§ 2 Offer – Conclusion of the contract

- (1) All offers from Stabau, based on the actual availability of the attachments for forklift trucks, are subject to confirmation and are non-binding unless they are expressly marked as binding or contain a particular deadline for acceptance. Stabau may accept rental contract offers from the renter within 1 week from receipt, unless stated otherwise in order or offer.
- (2) Except for managers or authorized signatories, employees of Stabau are not entitled to make any arrangements deviating from the written agreement including the present GRCs.

§ 3 Rental object; applicability

- (1) The object of this rental contract is a type of attachment for forklift trucks agreed between the parties. Stabau is obliged to make the attachment of the agreed type available to the renter during the rental period.
- (2) Statements made by Stabau with regard to the rental object (e.g. weights, measures, utility values, load-bearing capacities, tolerances and technical data) and descriptions of the rental object by Stabau (e.g. drawings and illustrations) are only relevant approximately, unless the usability for a contractually agreed purpose requires exact conformity. Such statements do not constitute guaranteed quality features or promised attributes but only descriptions or qualifications of the rental object. Deviations according to custom and usage and deviations resulting from legal provisions or deviations constituting technical improvements, as well as a component replacement by equivalent parts are permissible as far as they do not impair usability for the contractually agreed purpose.
- (3) Stabau does not assume any warranty for the contractually agreed quality of the rental object with regard to its suitability for the purpose intended by the renter, unless Stabau expressly warrants the relevant usability.

- (4) If after conclusion of the rental contract it becomes apparent that the equipment is not suitable for the application intended by the renter although it corresponds to the agreed quality, the renter remains bound to pay the rent until the end of the rental period.

§ 4 Hand-over of the rental object / passing of risk / right to inspection

- (1) Stabau is bound to let the agreed rental object to the renter for the fixed rental period.
- (2) The place of execution is Stabau's place of business.
- (3) Stabau shall make the rental object including the necessary documentation (operating instructions etc.) available for collection on the agreed date of commencement of the rental period and hand it over to the renter, its performing agent or a third party commissioned by the renter. In principle and with no separate agreement necessary, the hand-over of the rental object shall be carried out during regular business hours.
- (4) On request of the renter and at his own cost, delivery and/or return of the rental object by Stabau or a third transporting party may be agreed. In such a case the renter shall ensure the possibility of loading and/or discharging at the place of destination.
- (5) The renter is entitled to inspect the rental object before commencement of the rental period and shall confirm the condition of the rental object and the range of accessories in a hand-over protocol.

§ 5 Guarantee in the case of defects with the rental object / limitation of liability

- (1) The rental object is handed over in the condition in which it is at the beginning of the rental period. The renter has the option of informing himself of the condition of the rental object before the commencement of the rental period (see § 3 paragraph 6). In the case of initial defects on the rental object that are already present at delivery, Stabau is obliged to repair the defects. Stabau must be given the opportunity of repairing the defects so that the right to a reduction of the rent because of initial defects is limited to that effect that, proportional to the reduction in efficiency, rent payments are appropriately reduced only from the 4th working day.
- (2) Stabau is to repair any subsequently occurring defects at their own expense. After receiving written confirmation from Stabau, the Client can carry out the repairs of the defects himself or have them carried out at Stabau's expense.
- (3) The renter cannot make any warranty claims to the extent to which he himself has caused or is responsible for the defect in the rental object, e.g. due to inappropriate operation or use.
- (4) The renter is only entitled to the right for a reduction, offsetting or enforcement of the right to retention in the case of legally established or undisputed claims.
- (5) a.
Stabau accepts no liability for claims for damages and claims for reimbursement of expenses from the renter because of an initial or later defect, unless the damage is based on an intentional or grossly negligent breach of duty by Stabau or on an intentional or grossly negligent breach of duty by a legal representative or assistant of Stabau. This limitation of liability does not apply to damages from the injury of life, health or limb, which are based on an intentional or grossly negligent breach of duty by Stabau or an intentional or grossly negligent breach of duty by a legal representative or assistant of

Stabau or if, according to the Product Liability Act, Stabau is liable for personal injury or material damage on privately used objects.

b.

The preceding exclusions of liability shall apply to the same extent in favor of the agents, legal representatives, employees and other assistants of Stabau.

- (6) The renter can repair the defect himself and request compensation for the necessary expenses if Stabau falls behind with the repair of the defect or the immediate repair of the defect is necessary for maintaining or recovering the continued existence of the rental object.
- (7) Stabau shall assume no liability for damages, which are solely based on a fault of persons employed by the renter, even if they were briefed by Stabau.
- (8) The preceding limits of liability leave intact the right of the renter to termination of the rental contract without notice, in accordance with § 543 German Civil Code (BGB).

§ 6 Delay

- (1) If Stabau delays in handing over the rental object, the renter can request compensation for the delay. If the delay of the handover represents only a slightly negligent breach of duty by Stabau or its legal representative or assistant, the compensation for delay shall be limited to one day's rent for each day of delay. The renter can withdraw from the contract if he has given Stabau an appropriate time limit for delivery to no avail.
- (2) Stabau is not liable for the impossibility or delay in handing over the rental object *insofar as* these are due to force majeure or other events unforeseeable at the time of concluding the contract (e.g. natural disasters, strikes, legal lock-outs, lack of workforce, energy or raw materials, difficulties in procuring official authority, official measures, the incorrect or untimely supply via suppliers *insofar as* a congruent covering contract was already in place when concluding the contract), for which Stabau is not responsible. The right of the renter to withdraw from the contract remains unaffected.

§ 7 Obligations of the renter; Maintenance of the rental object

- (1) The renter is obliged to:

a.

Treat the rental object with care and only to use it for its intended purpose.

b.

To supply the rental object, in accordance with the operating instructions, with operating equipment to the necessary extent and at his own expense during the rental period and to carry out or to have carried out any necessary inspections, maintenance work and repairs in a professional way, in accordance with the manufacturer's instructions, *insofar as* the necessary repairs cannot be attributed to a defect of the rental object. A shutdown of the rental object when inspection, maintenance and repair work is being carried out leaves unaffected the obligation of the renter to pay the agreed rent payments, unless the shutdown can be attributed to a defect of the rental object.

c.

To give immediate notice of possible defects discovered on the rental object.

d.

To ensure operation of the rental object by suitable, if necessary trained personnel, and to observe the accident prevention and employment protection regulations.

e.

To protect the rental object against access from unauthorized third parties and weathering effects and to ensure appropriate storage.

f.

To inform Stabau of the site of its deployment and any changes to it.

g.

To return the rental object at the end of the rental period in a clean and serviceable state.

- (2) During the rental period, the renter carries the legal duty to observe safety in handling the rental object.
- (3) The renter is not entitled to alter the rental object. Any proprietary notices for the rental object may not be removed or made unrecognizable by the renter. The renter is not entitled to place his own or other people's advertising on the rental object.
- (4) Insofar as third parties assert their right to the rental object (e.g. seizures), the renter is obliged to make the third parties acquainted with its true ownership and inform Stabau immediately.
- (5) Stabau or a third party assigned by Stabau is entitled, after appropriate notice, to inspect the rental object during the normal office hours of the renter or to test it or have a designated third party test it.
- (6) The renter is not entitled to subrent the rental object to a third party or to give it to a third party without the explicit agreement of Stabau. The transfer of rights from the contract also requires the agreement of Stabau, as does the granting of rights of any kind to third parties concerning the rental object.

§ 8 Rent

- (1) The rent and payment for possible extras is in accordance with the list prices valid when concluding the contract, provided that no other individually negotiated agreement is made. All price quotations and agreements are net prices to which the current legal value-added tax is to be added in each case.
- (2) Transport costs are not included in the rent and are subject to a separate agreement.
- (3) The rent and any possible transport costs are due after the invoice has been issued and to be paid within 14 days after receipt of invoice.

If it is agreed that the rent is to be paid for certain periods (monthly, weekly etc.), the issue of invoice is effected at the end of the individual periods.

The decisive factor for the punctuality of the payments is always the receipt of payment by Stabau.

- (4) All waiting times, loading and unloading times and transport times as well as any times necessary for briefing about the attachments, are to be borne by the renter.
- (5) In order to safeguard the agreed current rent payments, the renter shall assign his claims against his customer (described in more detail in the rental contract if applicable), for whose job the rental object was used, to Stabau. Stabau shall accept the transfer and is

entitled to recovering the receivables resulting from these claims if the renter is delayed with payment and does not clear the outstanding debts within 14 days after receipt of the threat of recovery of the receivables. If the rent is to be paid periodically, then Stabau shall clear the assigned claim each time to the amount of the rent paid by the renter.

- (6) A right of retention or of offsetting against the payment requests of Stabau are only valid insofar as they concern undisputable or legally established claims.

§ 9 Beginning and end of the rental period; return of the rental object

- (1) The rental period shall commence on the agreed date or at the agreed hour and with the actual provision of the rental object for collection, or, in the case of shipment at the request of the renter, with the hand-over of the rental object to a third transport party or the company's own carrier, if the transport commences immediately after hand-over, otherwise it shall begin with the commencement of the transport and ends with expiration of the agreed period or by giving notice of termination.

The time of transport (transport to and from) of the rental object is part of the rental period. Any regulations deviating from this shall be agreed separately.

- (2) A rental contract concluded for a certain rental period ends when the agreed period has expired, provided that, in legally approved circumstances, it is not terminated for exceptional reasons or extended amicably.
- (3) If no certain rental period has been agreed, the rental contract can be terminated by both parties within the following terms:
- If the rent is determined according to days, on any day with one day's notice.
 - If the rent is determined according to longer periods, at the latest on the third day before the day at the end of which the rental contract is to expire.

The right to termination for cause remains unaffected.

- (4) The place for fulfillment of the obligation to return the rental object is Stabau's place of business. The renter fulfils his obligation to return the rental object only when the rental object is handed over at Stabau's place of business. This shall also apply when collection of the rental object by Stabau or an assigned transport person has been agreed at the request of the renter.

a.

The renter is obliged to give notice of the return at least one day in advance if no return date has been agreed or if the return date differs from the originally agreed date.

b.

The return is to be effected at the latest one hour before the end of business hours at Stabau.

c.

If collection by Stabau or a third transport person has been agreed, the rental object is to be prepared for collection in a transportable condition. If the collection cannot be carried out due to circumstances that the renter is responsible for, the renter is to bear the costs of another pick-up. If this also leads to a delayed return of the rental object (handover at Stabau's place of business, § 8 paragraph 4), Stabau can request the agreed rent for the period of delay.

- (5) In the case of an agreed collection by Stabau, the duty of the renter to exercise proper care until the actual collection shall persist.

§ 10 Liability and obligation of the renter in the case of damages/destruction

- (1) Pursuant to the general regulations of liability, the renter shall be liable for damages to and loss of the rental object. In the case of a loss attributable to the renter or damage to the rented items, the renter shall be liable to compensation to the amount of the replacement value or to the amount of the cost of repair.
- (1) An insurance for machinery breakdown for the rental object does not exist and shall be effected by the renter, if required.
- (2) Damage, which is attributable to the fact that damage arisen has not been acknowledged in due time, shall be borne by the renter.
- (3) In the event of damage, the renter shall immediately inform Stabau in writing about the extent, the sequence of the incident and the parties involved in the event of damage. In the case of theft, damage by third parties or traffic accidents, the renter shall make a report to the police.
- (4) The renter shall be liable for the operational risk resulting from the rental object, unless it is attributable to a defect in the rental object. Insofar as third parties make claims for compensation against Stabau due to personal injuries or property damage caused by fault of the renter, the renter shall indemnify Stabau against any and all claims to the amount of the justified compensation claims.

§ 11 Other provisions

- (1) Place of fulfillment and place of jurisdiction for any obligations of or disputes between the contracting parties arising from the present contract is Münsingen, provided that the renter is a registered merchant, a corporate body or a special fund under public law, and in case that the renter does not have a place of jurisdiction in the Federal Republic of Germany.
- (2) The relationship between the seller and the client is exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980 (CISG) shall not apply.
- (3) If any provisions of the present terms are invalid, its remaining provisions shall not be affected by it.

Meschede, 17th March 2009