

1. Scope of application
 - 1.1 These Rental Terms and Conditions apply to entrepreneurs, legal entities under public law or special funds under public law in accordance with Section 310 (1) of the German Civil Code (BGB). The following rental conditions do not apply to consumers.
 - 1.2 All rental agreements with TRINAC shall be based exclusively on these General Rental Terms and Conditions. These terms and conditions shall be deemed to be authoritative and binding for the entire duration of the business relationship, even without an express declaration.
 - 1.3 TRINAC shall not be bound by any of the Hirer's own terms and conditions unless TRINAC expressly agrees to them.
 - 1.4 If TRINAC also has to provide assembly services for the Lessee as part of the rental relationship, the General Terms and Conditions of Assembly and the specifications for site preparation shall apply to these services.
 - 1.5 The terms used in the following, such as crane, tower crane and/or rental object, are synonymous and always refer to all components agreed and delivered in the rental contract.
2. Offer, technical changes and conclusion of contract
 - 2.1 Unless otherwise agreed, TRINAC's offers are subject to change.
 - 2.2 Amendments, modifications or other contractual collateral agreements must be recorded in writing. The possibility of verbal ancillary agreements is thereby excluded. The written form can be maintained by fax; it cannot be replaced by electronic form - in particular by e-mail.
 - 2.3 Illustrations of cranes and accessories in brochures, advertisements on the Internet or similar from TRINAC are non-binding. They are for general information purposes only. Minor deviations in dimensions, weights and performance specifications that are customary in the trade and due to technical improvements are permissible.
 - 2.4 TRINAC shall only assume guarantees in the event of a special agreement. Such an agreement must be in writing to be effective.
 - 2.5 The written confirmation by TRINAC shall be decisive for the scope of the rental.
 - 2.6 In any case, the conclusion of the contract shall be subject to TRINAC's correct and timely self-delivery, unless TRINAC is responsible for the incorrect or untimely self-delivery.
3. Rent
 - 3.1 All prices quoted are net plus VAT at the statutory rate applicable on the date of invoicing. This will be invoiced at the applicable rate in accordance with the applicable tax regulations.
 - 3.2 The monthly rental fee is purely an equipment rental fee. In particular, it does not include any costs for loading and unloading, assembly, disassembly and transportation for outward and return delivery, as well as operating and energy costs, provision of operating materials, official permits, personnel or insurance costs.
 - 3.3 The agreed rent always and in any case refers to 30 calendar days.
 - 3.4 The calculation of the rent is based on 8 hours of use of the rental object per working day, 5 working days in the case of weekly use and 22 working days in the case of monthly use (corresponds to 176 operating hours). TRINAC must be notified of any use of the rented item that exceeds this normal period of use. An additional rent shall be payable for such use, the amount of which shall be 65% of the agreed rent for normal use of the rental object, unless the contracting parties have agreed otherwise. If the Tenant uses the rented item beyond the normal period of use and does not notify TRINAC of this or provides false information about the period of use, it shall pay TRINAC the pro rata additional rent in the amount of 100%.
4. Terms of payment/credit report
 - 4.1 Unless otherwise agreed, the rent shall be payable monthly in advance without any deductions within 14 days of receipt of the invoice.
 - 4.2 Payment orders shall only be accepted by special agreement and - subject to the charging of all collection and discount charges - only on account of performance.
 - 4.3 Interest on arrears shall be charged in accordance with § 288 para. 2 BGB with 9 % points above the base interest rate.
 - 4.4 Upon conclusion of the contract, the Lessee authorizes TRINAC to obtain information on its creditworthiness and solvency from credit institutions, credit insurers, etc.
5. Default of payment/termination

If the Tenant is in default of payment or if its creditworthiness deteriorates, TRINAC shall be entitled to demand security. If the Tenant is more than 14 days in arrears with payment of the rent, TRINAC may terminate the rental agreement without notice.
6. Offsetting, assignment and right of retention
 - 6.1 The tenant shall only be entitled to withhold payments or offset them against counterclaims insofar as his counterclaims are undisputed or have been legally established; the tenant shall also be entitled to withhold rent insofar as his counterclaims result from the same tenancy.
 - 6.2 In order to fulfill its rental payment obligations to TRINAC, the Tenant shall assign its claims for wages against its client/principal as security for outstanding rental payments. TRINAC shall only disclose the assignment to the client/principal as soon as the Tenant is in arrears with more than 2 months' rent or assembly/disassembly costs have not been settled. Upon request - as a rule only after default of payment - the Lessee shall provide TRINAC with copies of the outstanding claims for wages/invoices against the client/principal on whose construction site the crane(s) is (are) in use, together with an invoice. The client/principal shall be informed of this assignment upon conclusion of the contract.
 - 6.3 If the Lessee is in arrears with more than one monthly installment, TRINAC may shut down the crane and prohibit further use until the arrears have been paid in full, without the Lessee's obligation to pay rent ceasing to apply.
 - 6.4 The Hirer may not assign or pledge its claims against the respective Client to third parties or agree a prohibition of assignment with its Client without the consent of TRINAC. The Hirer shall notify TRINAC immediately of any seizure or any other impairment of the security rights by third parties. It must provide TRINAC with all documents necessary for an intervention and bear any intervention costs incurred by TRINAC.
7. Start of the rental period
 - 7.1 The rental period begins with the provision or handover of the crane at the contractually agreed time and place. If the hirer collects the crane, the agreed day of handover is decisive, even if the hirer takes over the crane later. If the crane is handed over at the place of use, the rental period begins with the handover of the

- operational crane, usually documented with a handover protocol or - if this has taken place - with the instruction in crane operation. If the lessee is already using the crane, the rental period begins on the contractually agreed handover date.
- 7.2 If attachments that do not impair the functionality of the crane are missing, the rental fee is reduced by the separately priced attachments (e.g. crane headlights, etc.).
 - 7.3 If the crane is not called up by the Lessee within 14 days of the contractual start of the rental period, TRINAC shall keep the crane available for a maximum of 4 months after the start of the rental period. The retention period shall be charged at 65% of the rental fee. The Lessee shall be entitled to extend this retention period once, provided that the invoices for the retention have been paid by the Lessee by then.
 - 7.4 If the crane is not retrieved within 14 days of the notification of availability - or is not taken over by the Hirer at the agreed location - TRINAC may terminate the contract and rent the crane to another party. The Hirer shall pay the lost profit, reduced by the income from the further rental.
 - 7.5 If TRINAC is in default with the handover of the crane, the Lessee may demand compensation if it can prove that it has suffered damage. In the event of slight negligence on the part of TRINAC, the compensation for each working day shall be limited to a maximum of the amount of the daily net rental price. After setting a reasonable deadline, the Hirer may withdraw from the contract if TRINAC is still in default at this time.
 - 7.6 The Lessee shall be free to inspect the rental object in good time prior to handover after consultation with TRINAC. The handover shall include the necessary documents (crane book, instruction log, maintenance instructions, etc.).
 8. Obligations of the tenant
 - 8.1 The hirer must ensure the immediate and proper loading and unloading of the rental item/crane on the construction site. The hirer shall be responsible for the construction of sufficiently dimensioned tower crane foundations or a tower crane base as well as crane runway foundations in accordance with the manufacturer's specifications. The static proof of the stability of the crane depending on the forces and moments to be specified must be prepared by the Lessee independently and submitted to TRINAC at least 3 days before the planned handover.
 - 8.2 The hirer must ensure a load-bearing and level access road to the tower crane site - including the set-up areas for the mobile cranes and the provision of test weights. TRINAC will specify the loads to be carried.
 - 8.3 If the crane boom passes over neighboring properties, the tenant must arrange for the building owner/property owner to notify the neighbor of the use of the crane and obtain permission in this respect. If the neighboring property owner refuses to allow the crane to cross, this has no influence on the rent to be paid for the crane.
 9. Handover of the rented property
 - 9.1. The Lessee undertakes to use only professionally trained personnel. It is his obligation to ensure that his specialist personnel are familiar with the handling of the rented object and that all safety precautions are observed, as described in detail in Section 15 of these rental conditions. If this proof is missing, the crane cannot be released. TRINAC shall instruct the Hirer in the use of the crane. The instruction shall be recorded.
 - 9.2. If the rental item is rented with operating personnel, the operating personnel may only be used to operate the rental item and not for any other work. In the event of damage caused by the crane operator, TRINAC shall only be liable if it has not properly selected the operating personnel. Otherwise, the Lessee shall bear the liability.
 10. Material defects/defect rights
 - 10.1. The handover report documents a complete functional test. Defects that impair the usability of the crane are rectified immediately. Other defects are rectified as part of the maintenance cycle.
 - 10.2. The Tenant must report any defects that occur during use within 3 days and give TRINAC the opportunity to rectify them. If the defect is not reported and damage is caused to the rented item as a result, the Tenant shall bear the costs resulting from the repair.
 - 10.3. Notification of defects must be made in writing. The notification can be made by fax/e-mail. If the notification of defects is made verbally or by telephone, the Lessee must confirm it in writing within 3 calendar days. The date of receipt by TRINAC shall be decisive for compliance with the deadlines for the notification of defects or its written confirmation.
 - 10.4. In the event of a notification of defects, TRINAC shall be entitled to rectify the defect or provide a functionally equivalent rental item. The Hirer must ensure that TRINAC is able to carry out any repairs without hindrance. As long as TRINAC is unable to access the rented item, the Hirer may not assert any warranty claims or claims for damages.
 - 10.5. TRINAC may authorize the Lessee to have the necessary repairs carried out in its own name or to carry them out itself. The proper repair must be documented/proven. In this case, TRINAC shall bear the necessary costs.
 11. Exclusions of defects
 - 11.1. No warranty is given for defects that have arisen for the following reasons:
 - a. Unsuitable or improper use of the rental object,
 - b. Incorrect installation or commissioning by the Lessee or third parties not consulted by TRINAC,
 - c. Incorrect, improper handling of the rental object, in particular non-compliance with the obligations of the tenant regulated in these rental conditions;
 - d. Use of unsuitable equipment.
 - 11.2. Failures of the radio remote control system due to radio disconnections or the extinction of the radio signal due to reflections or other external circumstances that may be in the radio range cannot be ruled out and TRINAC is not responsible for them. This does not constitute a malfunction of the radio remote control.
 12. Maintenance obligations of the tenant
 - 12.1. The lessee is obliged to protect the rental object from overuse in every way and to avoid any technical overloading of the rental object. Damage caused by power surges or short circuits must be prevented.
 - 12.2. The tenant is obliged,
 - a. to carry out proper and professional maintenance and care of the rental item in accordance with the manufacturer's operating and maintenance instructions,
 - b. Only use cleaning agents, lubricants and other operating materials of good quality and as prescribed by the manufacturer,
 - c. to bear the costs of repairs caused by external influences or improper handling of the rented property by the tenant himself or by third parties for whom the tenant is responsible.
 - d. to keep the crane inspection log and to hand it over to TRINAC upon return of the crane.
 - 12.3. The Tenant shall have any necessary repair work carried out by TRINAC unless TRINAC expressly agrees to a different remedy.
 - 12.4. TRINAC shall be entitled to inspect the rented item at any time and, after prior consultation with the Hirer, to inspect it itself or have it inspected by an authorized representative. The Hirer shall be obliged to facilitate the inspection in every way within the scope of TRINAC's normal working hours. The costs of the

- inspection shall be borne by TRINAC insofar as the Tenant is not responsible for any defects found.
13. Liability
 - 13.1. If the rental item lacks a guaranteed quality or a defect has been fraudulently concealed, TRINAC shall be liable in accordance with the statutory provisions.
 - 13.2. TRINAC shall be liable in accordance with the statutory provisions if the Lessee asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents.
 - 13.3. TRINAC shall be liable in accordance with the statutory provisions in the event of culpable breach of material contractual obligations, including liability for gross negligence on the part of non-executive employees and for slight negligence, but in the latter case limited to reasonably foreseeable damage typical of the contract.
 - 13.4. TRINAC shall be liable in accordance with the statutory provisions for damages resulting from injury to life, limb or health that are based on a negligent breach of duty by TRINAC or an intentional or negligent breach of duty by one of its representatives or vicarious agents. Liability for damages shall be limited to the foreseeable, typically occurring damage.
 - 13.5. Liability for damage due to defects in the rental item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items, remains unaffected.
 - 13.6. Claims for damages against TRINAC, in particular compensation for damage that has not occurred to the rental item itself, may only be asserted by the Hirer,
 - a. in the event of intent by TRINAC,
 - b. in the event of gross negligence on the part of TRINAC's executive bodies or senior employees,
 - c. in the event of culpable injury to life, limb or health,
 - d. in the event of defects that were fraudulently concealed by TRINAC or whose absence was guaranteed,
 - e. insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used objects.
 - 13.7. Any further liability for compensation other than that provided for in the provisions of these Rental Terms and Conditions is excluded, regardless of the legal nature of the claim asserted.
 14. Liability for loss
The tenant is liable for loss of the rented item or parts of the rented item due to theft, burglary or robbery and damage by third parties (e.g. vandalism, damage to property). He has the item in his possession and must therefore protect it against attacks by third parties.
 15. Decommissioning clauses
 - 15.1. If work at the workplace for which the crane has been hired is suspended for at least 6 consecutive days due to circumstances for which neither the hirer nor the hirer's client is responsible (e.g. frost, flooding, strike, civil unrest, war, official orders), this period shall be deemed to be a shutdown period from the 7th day onwards.
 - 15.2. The rental period agreed for a specific period may be extended by the decommissioning period with the consent of TRINAC.
 - 15.3. The tenant must pay 65% of the rent agreed for this period for the shutdown period.
 - 15.4. The Lessee must notify TRINAC immediately in writing of both the cessation of the work and its resumption and provide documentary evidence of the shutdown period upon request.
 16. Insurances
 - 16.1. The hirer must insure the ropes, cables, radio remote control, glass parts etc. of the rental object at his own expense against
 - a. Impact or crash,
 - b. Frost, ice, flooding,
 - c. Loss as a result of theft, burglary or robbery,
 - d. Material damage caused by operating errors, clumsiness, intent or the intent of third parties (e.g. vandalism, damage to property, etc.).
 - 16.2. Upon request, the Hirer shall provide TRINAC with evidence of the conclusion and/or existence of the aforementioned insurance policies. In the event of damage occurring, the Hirer hereby assigns its claims against the insurance company to TRINAC, which hereby accepts the assignment.
 - 16.3. At the request of the Lessee, TRINAC can take out this insurance if it does not have machine breakage insurance that can be extended to the rental item. The costs shall be borne by the Lessee.
 - 16.4. The Hirer shall be obliged to notify its public liability insurance company of the use of the rental item and to obtain confirmation that third-party liability claims for damage associated with the use of the rental item are also insured, even in the event that the third-party claims are directed against TRINAC. At TRINAC's request, the Hirer shall submit written confirmation of its business liability insurance to TRINAC.
 - 16.5. The Hirer must report all damage caused to the rented item to TRINAC immediately and, if necessary, to its liability insurer.
 17. Operating personnel
 - 17.1. If TRINAC provides its own personnel or crane experts for the assembly and dismantling or assembly and dismantling and/or commissioning of the rental item, the separate agreements between the contracting parties on the assembly of tower cranes ("General Terms and Conditions of Assembly") shall apply.
 - 17.2. As a rule, TRINAC does not provide operating personnel. The Lessee shall be obliged to select, train and monitor its operating personnel in accordance with the applicable regulations of the professional association of the construction industry on the operation of tower cranes. In this respect, the Lessee undertakes to comply with VDI Guideline 2194 on the selection and training of crane operators and the accident prevention regulations for cranes (BGV D6).
 - 17.3. The operating personnel must observe the relevant rules of technology as well as the operating instructions of the machine manufacturer and any special operating instructions from TRINAC.
 - 17.4. The load capacity tables of the manufacturer and all relevant accident prevention regulations of the professional association of the construction industry for the operation of building construction and tower cranes, including the accident prevention regulations for load handling equipment in hoist operation (DGUV 109-017), shall apply exclusively and bindingly to the lessee and its operating personnel, insofar as they are applicable to tower cranes, as well as the principles of the professional association for selection instruction and qualification certificates for crane operators (DGUV 309-004).
 18. Termination of the rental period
 - 18.1. Unless otherwise agreed, the return delivery must take place on the last day of the agreed rental period at the latest; otherwise the rental period shall end on the day on which the rental item arrives at TRINAC or an agreed other destination with all parts required for its commissioning in proper and contractual condition, but at the earliest on expiry of the agreed rental period.
 - 18.2. The Hirer must notify TRINAC in writing of the intended return 2 weeks in advance.

19. Return delivery of the rented item
 - 19.1. Unless otherwise agreed, the hirer shall return the goods to the place of dispatch upon delivery.
 - 19.2. If TRINAC wishes the return delivery to another location, this must be communicated to the Hirer in good time. TRINAC shall bear the additional costs incurred.
 - 19.3. The Hirer must return the rental item in a complete, undamaged, operational and cleaned condition or have this carried out by TRINAC against reimbursement of costs.
 - 19.4. The obligation to return also extends to the crane inspection book/maintenance book.
 - 19.5. In any case, the Lessee must return the rental item that was provided to him for use in accordance with this contract. In this respect, he shall bear the burden of proof that the returned material is the rented item and not his own property or that of a third party.
20. Breach of the maintenance obligation
 - 20.1. TRINAC shall document any damage for which the Renter is responsible - e.g. due to breach of maintenance obligations, loss of parts, etc. - and notify the Renter in writing. The Tenant shall be given the opportunity to inspect the goods. The costs of the work required to rectify the defects shall be communicated to the Lessee by TRINAC prior to commencement as part of a cost estimate.
 - 20.2. The tenant has the right to demand the involvement of an independent expert within 5 days of receipt of the notice of defects. The costs of the expert's report shall be borne by the tenant if the expert confirms the damage.
 - 20.3. If the rented item is returned with defects, the Hirer shall be obliged to pay compensation, which shall also extend to the amount of the loss of rent incurred during this period. The rental payment obligation shall be reduced by the expenses saved by TRINAC. The Hirer shall be entitled to prove that TRINAC has incurred less damage.
21. Termination of the rental agreement
 - 21.1. The rental agreement concluded for a specific rental period may not be terminated by either party. The right to terminate without notice for good cause remains unaffected by this.
 - 21.2. In particular, TRINAC shall be entitled to terminate the rental agreement without notice if:
 - a. the tenant is in arrears with the payment of an amount equivalent to two months' rent,
 - b. the Hirer does not use the rented item for the construction project specified in the rental agreement (place of use), i.e. the rented item is moved to another location without TRINAC's consent,
 - c. if the tenant's financial situation has deteriorated significantly or the opening of insolvency proceedings against the tenant's assets has been refused for lack of assets or the tenant has made an affidavit,
 - d. the rented item is sublet by the Lessee without TRINAC's consent or transferred to third parties for use free of charge,
 - e. the tenant repeatedly violates his duty of care and maintenance to a considerable extent despite warnings,
 - f. the Lessee repeatedly deploys operating personnel to operate the rented property who are not sufficiently suitable and trained, despite a warning.
 - 21.3. TRINAC reserves the right to assert claims for damages.
 - 21.4. If the Lessee terminates the rental relationship prematurely without notice, the minimum notice periods must be observed and preparations made for dismantling and transportation. Notwithstanding the termination without notice, the Lessee shall remain obliged to fulfill the conditions for dismantling the crane and to provide TRINAC with access to the crane.
22. Data protection
 - 22.1. The Lessee shall be obliged to keep confidential all illustrations, drawings, calculations and other documents and information received in connection with the rental. They may only be disclosed to third parties with the written consent of TRINAC, unless the Hirer is obliged to do so on the basis of statutory or official regulations. The confidentiality obligation shall also extend to personal data. The confidentiality obligation shall also apply after completion or failure of the contract; it shall expire if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. Sub-suppliers shall be obliged accordingly.
 - 22.2. The conclusion of the contract shall be treated confidentially. The conclusion of the contract with TRINAC may only be referred to in the Hirer's advertising materials following written approval. TRINAC and the Hirer undertake to treat all non-public commercial or technical details that become known to them through the business relationship as business secrets. Upstream suppliers shall be obliged accordingly.
23. Severability clause
 - 23.1. Insofar as these rental conditions do not contain any provisions, the statutory provisions shall apply. Unless the contracting parties have expressly agreed otherwise in writing.
 - 23.2. Should one or more provisions of these rental conditions be invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. In place of the invalid/unenforceable provisions, a valid provision shall be deemed to have been agreed which comes as close as possible to the economic intentions of the contracting parties. The same applies in the event of any loopholes.
24. Contract language
The language of negotiation and contract is German. This also means that the contract will be executed verbally and in writing in German.
25. Applicable law
The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws rules and private international law.
26. Code of Conduct - Restriction of competition
 - 26.1. The lessee assures and undertakes to observe the Code of Conduct for Contractual Partners (Code of Conduct) of HOCHTIEF Aktiengesellschaft (Code of Conduct). In particular, the Lessee expressly assures and undertakes to comply with the anti-corruption, antitrust and competition regulations referred to in the Code of Conduct. Its employees and subcontractors (insofar as subcontracting by the Supplier is provided for or agreed under this contract) shall be required to comply with the Code of Conduct. The Code of Conduct is available at www.trinac.de. In the event that the Supplier violates the provisions of the Code of Conduct and does not remedy this violation within a reasonable period of time following a request by TRINAC, TRINAC shall be entitled to terminate the contract for good cause with immediate effect or to withdraw from the contract.
 - 26.2. In the event of a breach of applicable anti-corruption or antitrust and competition regulations or other serious breaches of duty against the Code of Conduct, TRINAC shall be entitled to terminate the contract for good

cause or withdraw from the contract even without setting a grace period.

- 26.3. If the Lessee or the persons commissioned by it or acting on its behalf have demonstrably entered into an agreement that constitutes an unlawful restriction of competition, the Lessee must pay 10% of the contractual net order amount incurred during the cartel period for the product affected by the agreement as compensation. This does not apply if the lessee is not responsible for the unlawful restriction of competition. TRINAC shall be at liberty to prove that higher damages have been incurred. The Lessee shall be at liberty to prove that no damage or lesser damage has been incurred.

27. Place of jurisdiction
Insofar as there are no mandatory statutory provisions to the contrary, the place of jurisdiction for all claims arising from the respective contract shall be the Essen District Court and, in the case of actions with higher amounts in dispute, the Essen Regional Court.