

General Terms and Conditions of Rental (GTR) GWF Technologies GmbH (Version 08.2023)

1. General

- 1.1. These terms and conditions of rental determine the legal basis for rental transactions of GWF Technologies GmbH, Gewerbestrasse 46f, 87600, Kaufbeuren, Germany (hereinafter referred to as 'GWF').
- 1.2. The quotations issued by GWF are revocable and non-binding.
- 1.3. The rental contract is concluded with the written order confirmation of GWF to the lessee.
- 1.4. By concluding the rental contract, the lessee acknowledges the binding nature of General Terms and Conditions of Rental as well as the General Terms and Conditions of GWF as an integral part of the contract. Any terms and conditions of the lessee are not applicable.
- 1.5. Advertising brochures, catalogues, drawings, weight and dimension specifications, technical data sheets and similar documents are not binding.

2. Scope of application

- 2.1. These GTR apply to all rented objects and related services of GWF, unless otherwise agreed in writing.
- 2.2. These GTR may be supplemented by special written conditions.
- 2.3. GWF reserves the right to unilaterally amend these GTR at any time. The current version is available on the website www.gwf-technologies.de.
- 2.4. Communication via e-mail fulfils the written form requirement within the scope of these GTR.

3. Prices

- 3.1. Unless otherwise agreed, GWF's prices are in EUR excluding VAT, postage and transport costs, packaging and import duties.
- 3.2. If the circumstances on which the pricing is based, in particular currency parities, taxes, levies, fees, customs duties etc. change between the time of the offer and the delivery date, GWF is entitled to adjust prices and conditions to the changed circumstances.

4. Terms of payment

- 4.1. The lessee will be invoiced for the rental fees after the end of the rental contract. If the rental period exceeds one month, the invoice will be issued monthly.
- 4.2. Invoices from GWF are due immediately and must be paid within 30 days of receipt of the invoice. Offsetting against counterclaims is not permitted.
- 4.3. If the lessee does not comply with the agreed payment dates, they shall be in default without a reminder and shall be liable to pay interest on arrears of 5% p.a. from the 31st day after the invoice date.
- 4.4. If the lessee is in default, the following shall apply:
 - GWF reserves the right to suspend any services to the lessee until the latter can provide an advance payment or guarantee. The same applies in the event of a presumed insolvency of the lessee.
 - GWF is entitled to withdraw from any individual transaction with the lessee without any obligation to pay damages.

5. Retention of title

- 5.1. GWF remains the owner of the rented object during the entire rental period. Upon acceptance of the delivery, the lessee authorises GWF, if necessary, to enter the retention of title in the relevant register. The lessee shall maintain the delivered products at their own expense for the duration of the retention of title and insure them for the benefit of GWF against theft, breakage, fire, water and other risks.

6. Purchase option

- 6.1. 70% of all rental fees paid can be credited against the purchase price for the rented equipment. It is not possible to offset the rental fees for several units against the purchase price of a single rented unit. 35% of all rental fees paid can be offset against the purchase price of a new unit. Here too, it is not possible to offset the rental fees for several units against the purchase price of a single new unit.

7. Rental period

- 7.1. The rental agreement begins with the dispatch of the rental object to the customer from GWF Technologies GmbH or upon customer's collection of the rental object.
- 7.2. The transfer of benefit and risk to the customer (rentee) also begins with the dispatch.
- 7.3. The rental duration shall be determined in accordance with the underlying rental agreement.

8. Handover of the rented object

- 8.1. The handover of the rented object shall take place in accordance with the underlying contract.
- 8.2. The lessee shall not be entitled to claim that the rented object handed over be as good as new.

9. Use of the rented object

- 9.1. The lessee shall treat the rented object with all due care and use and maintain it in accordance with the relevant operating instructions.
- 9.2. The lessee is obliged to keep the rented object in perfect condition at all times.
- 9.3. GWF must be notified immediately of any faults in the rented object.
- 9.4. The lessee shall be liable for damage to or loss of the rented object caused in particular by improper use contrary to the contract, neglect or negligent maintenance and operation, loss due to theft, accidents, unauthorised or prohibited use, vandalism, loss or damage due to improper packaging or damage caused by the forwarding agent or transport company when sending the units.
- 9.5. GWF must be informed immediately in writing after an event that causes damage. At the discretion of GWF, the lessee is obliged to have the rented object restored to contractual condition at GWF's premises at their own expense within a set period of time or to pay compensation in the form of all possibly outstanding rental fees as well as to pay the replacement value of the unit to GWF. GWF reserves the right to claim further damages.
- 9.6. The lessee is also liable for the accidental loss of the rented object, whereby the provisions of 8.3. and 8.4. apply.
- 9.7. Use of the rented object for purposes other than those contractually agreed is prohibited.

10. Duties of the lessee

- 10.1. The lessee may not sell, mortgage or sublet the rented object to third parties during the term of the contract.
- 10.2. Should the lessee violate this provision, they shall be obliged to bear the costs of recovering the rented object and, in addition, to pay damages in the amount of the new price in the event that it is impossible to return the rented object.
- 10.3. If the lessee proves that the damage is less, it shall compensate them for the damage. At their own expense, the lessee shall take out insurance for the rental unit in which GWF Technologies GmbH is named as the beneficiary in the event of loss.

11. Return of the rented object

- 11.1. At the end of the rental period, the lessee shall return the rented object to GWF at their own expense.
- 11.2. Upon expiry of the rental period, the lessee no longer has any power of disposal.
- 11.3. The rented object must be returned complete, cleaned and in the same condition as it was handed over by GWF. If this is not the case, GWF reserves the right to charge a cleaning fee.
- 11.4. The lessee will be fully liable for damages if the lessor is unable to hand over the rented object to another lessee in time for reasons for which the lessee is responsible (late departure, return in a defective condition, etc.).
- 11.5. The original packaging must be used for the return shipment.

12. Liability

- 12.1. Liability on the part of GWF shall in any case be subject to the condition that the lessee has fulfilled their obligations under para. 8 and 9.
- 12.2. Any liability is excluded in full to the extent permitted by law. In particular, GWF is only liable in case of intent or gross negligence. GWF is only liable for direct damage and only if the lessee proves that it was caused by GWF intentionally or through gross negligence. GWF is not liable for auxiliary persons. Any further liability of GWF for damages of any kind is excluded. In particular, the lessee is in no case entitled to compensation for damages which have not occurred to the product itself, such as loss of production, loss of use or data, loss of orders, loss of profit and indirect or consequential damages.

13. Compliance

- 13.1. GWF and the lessee undertake at all times to comply with national and international export control laws as well as sanctions and embargoes defined by the United Nations, the Swiss Embargo Act, the Swiss Sanctions Ordinances with corresponding sanctions lists, the Swiss Goods Control Act, the embargo and sanctions regulations of the EU, as well as the re-export law and embargoes and sanctions of the USA, in particular the sanctions measures of the US OFAC.
- 13.2. GWF reserves the right to withhold, suspend or cancel the delivery of products to countries or companies if the products fall under an export control licensing requirement or the recipient country or company is affected by sanctions or embargoes or another licensing requirement applies. GWF cannot be held liable for any resulting damage.
- 13.3. Both the lessee and GWF shall comply with the respecti-

ve applicable laws and regulations regarding corruption and bribery issues.

- 13.4. The lessee undertakes to compensate GWF for any damage arising from any violations of laws or regulations.
14. Confidentiality and data protection
 - 14.1. GWF complies with the applicable data protection regulations.
 - 14.2. The lessee hereby acknowledges that GWF processes, stores, uses and evaluates data of the lessee within the scope of the contractual purpose.
 - 14.3. GWF shall take appropriate technical and organisational steps to protect the lessee's data.
 - 14.4. GWF and the lessee undertake to treat all documents, information, aids and software received in connection with this contract and not generally accessible as confidential even after termination of the contract in the same way as their own trade secrets, not to disseminate them unnecessarily within the company and not to make them accessible to third parties, with the exception of subcontractors.
 - 14.5. Furthermore, GWF's privacy policy, which can be found at <https://gwf.ch/datenschutz/>, applies.
15. Intangible property rights
 - 15.1. If software, documents, licences or other intangible goods are included in the rental, GWF grants the lessee a non-exclusive right to use these including documentation (licence). This right is not transferable. The software is supplied in object code without source codes. The licence entitles exclusively to use in connection with the delivery and can only be transferred together with the delivery.
 - 15.2. The lessee is not entitled: (a) to transfer the licence or to grant sub-licences; (b) to reproduce the delivered hardware or parts thereof or to have them reproduced; (c) to process the delivered software, to reproduce it (except for backup purposes), to decompile it; or (d) to copy the associated documentation, to publish it or to have it copied or published or to make it accessible to third parties.
 - 15.3. The relevant delivery and licence conditions of the respective manufacturers shall apply exclusively for any commercially available standard software to be delivered by GWF.

16. Changes to the GTR

- 16.1. GWF reserves the right to amend these GTR at any time. The version of these GTR in force at the time of acceptance of the order shall apply in each case.
- 16.2. The adjustments or additions will be communicated to the lessee in an appropriate manner and will become valid unless the lessee objects within 14 working days from receipt of the changes.

17. Final provisions

- 17.1. Should one or more provisions of these GTR be or become invalid, this will not affect the validity of the remaining provisions.
- 17.2. The contractual relationship will be governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 17.3. The exclusive legal venue is the respective competent court in Kaufbeuren.

10. Duties of the lessee

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