

GENERAL TERMS AND CONDITIONS – RENTAL

1. DEFINITIONS

In these General Terms and Conditions, capitalized terms have the following meanings:

- a. GDPR: General Data Protection Regulation 2016/679.
- b. General Terms and Conditions: these General Terms and Conditions of the Lessor.
- c. Daily Maintenance: the regular maintenance as described in the relevant service manual provided to the Lessee at the same time as the delivery of the Equipment, such as the refilling of lubricants and liquids in accordance with the instructions and recommendations of the manufacturer or the Lessor.
- d. EU Motor Vehicle Insurance Directive: Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles and the enforcement of the obligations to insure against such liability, and the subsequent directives.
- e. Dispute: any dispute arising in connection with these General Terms and Conditions or any Agreement or resulting agreements, including disputes relating to the existence, validity and/or termination thereof.
- f. Rent: the agreed rent for the Equipment plus all rent-related costs such as, but not limited to, transport costs, Riwal scheme for buying off liability, buying off excess, incidental repairs, storage, fuel, hydraulic oil and/or lubricants, any storage for agreed urgent deliveries. The Rent is exclusive of VAT or any other applicable tax or fiscal levy.
- g. Lessee: the Party requesting, ordering, hiring and/or receiving the Equipment leased by the Lessor.
- h. Equipment: all access platforms, telescopic cranes, power generators, forklifts, containers, spare parts and all other products of the Lessor.
- i. Agreement: any agreement, (purchase) order or order confirmation under the terms of which and/or contracts on the basis of which the Lessor leases Equipment to the Lessee.
- j. Party: means the Lessor or the Lessee, depending on the context.
- k. Parties: means the Lessor and the Lessee jointly.
- l. Personal Data: all data about an identified or identifiable natural person.
- m. Lessor: the entity that leases the Equipment as specified in the Agreement.
- n. Due Date: the day on which the rental period ends.
- o. Processing: every act or totality of acts with respect to Personal Data in accordance with the GDPR.

2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions apply to all Agreements, as well as to all requests, quotations, offers, instructions, contracts, confirmations and other transactions between the Parties in connection with the lease of the Equipment by the Lessee.
- 2.2. The Agreement and the General Terms and Conditions constitute the entire and only agreement and arrangement between the Parties in respect of the subject matter thereof. The Lessee explicitly waives any reference to the applicability of the general terms and conditions of the Lessee and these are expressly rejected by the Lessor.
- 2.3. In the event that the Parties to the Agreement have agreed upon explicit conditions that are inconsistent with these General Terms and Conditions, the conditions set out in the Agreement shall prevail.

3. OFFER AND ACCEPTANCE

- 3.1. All offers and proposals of the Lessor are non-binding and may be revoked at any time unless otherwise specified in writing by the Lessor. All prices in offers and proposals made by the Lessor are expressed in Euros or in any other currency if this is agreed in writing by the Lessor.
- 3.2. Agreements are binding only if they have been expressly accepted by an authorized representative of the Lessee, which acceptance must be confirmed in writing by the Lessor or must appear from the fulfilment of the Agreement by the Lessor.

4. TERM

An Agreement is entered into for the term as specified in the Agreement and for the Rent agreed or specified in the Agreement, or as otherwise agreed in writing.

5. RENT AND PAYMENT

- 5.1. The Rent is based on the use of the Equipment in units of the number of hours per day and the number of working days per week, which consequently results in a number of operating hours of the Equipment per week. If the Equipment is used for more than 40 (forty) operating hours per week (or its pro rata equivalent if the Equipment is leased for a shorter period), the agreed Rent will accordingly be increased proportionally.
- 5.2. The Rent is due for the entire term of the Agreement. The Lessor has the right at any time to require the Lessee to make entire or partial advance payment of the Rent and/or to provide security.
- 5.3. The Rent must be paid by the Lessee within 14 (fourteen) days of receipt of the invoice, unless another period is agreed in the Agreement, into a bank account of, and designated by, the Lessor. All payments made by the Lessor and all payments made to the Lessor under any Agreement shall take place in Euros or in any other currency agreed by the Lessor in writing.
- 5.4. The Lessee is not entitled to hold or deduct any payment from or to compensate for any amounts owed to the Lessor.
- 5.5. The Lessee must submit claims regarding invoices to the Lessor in writing within 14 (fourteen) days after the invoice date, in the absence of which the Lessee can no longer invoke inaccuracies in the invoices. Failure by the Lessor to mention an order number on the invoices does not release the Lessee from its payment obligations to the Lessor.
- 5.6. The Rent can be unilaterally modified by the Lessor if the costs of the Lessor (including, without limitation, transport costs) increase as a result of changes in laws and regulations or changes or delays caused by the Lessee.

6. INTEREST AND COSTS

- 6.1. If the Lessee does not pay the Rent and/or a due amount within the period of 14 (fourteen) days after receipt of the invoice referred to in paragraph 5.3, the Lessor is entitled to send a notice of default to the Lessee, and if no payment is received from the Lessee within 7 (seven) days from the date of the above notice of default, all claims for the payment of the relevant outstanding amount will be immediately and fully due and payable by the Lessee. In addition, the Lessee is obliged to pay the Lessor the statutory default interest plus 2% (two percent) in respect of the outstanding Rent and all other unpaid amounts (including unpaid interest) until the date of full payment, notwithstanding any other rights that the Lessor may have under the Agreement, these General Terms and Conditions or applicable law.
- 6.2. All extrajudicial and other costs incurred by the Lessor in connection with the collection of any amounts due (including, without limitation, legal costs, compensation for damages and/or fines) shall be borne by the Lessee.
- 6.3. If the Lessee also does not proceed to full payment of the Rent and/or a due amount after 7 (seven) days from the date the notice of default was sent, the Lessor is entitled to terminate the Agreement immediately and to pick up the Equipment from the location. The Lessee will provide the Lessor with every assistance for this purpose.

7. DELIVERIES

- 7.1. The Equipment will be delivered by the Lessor to the Lessee on a date and at a location agreed in the Agreement.
- 7.2. All dates specified by the Lessor for delivery of the Equipment are indicative and non-binding. In the case of a subsequent delivery, the Lessor accepts no liability for damage and/or costs of any kind whatsoever.

- 7.3. If an agreed location where the Lessor should deliver the Equipment is not accessible or is not easily accessible, the Equipment will be delivered to address that is as close as possible to the aforementioned address. Any resulting transport to the agreed location will be carried out by the Lessee and is for the risk and account of the Lessee.
- 7.4. The risks and costs of the use, storage and retention of the Equipment will pass to the Lessee upon delivery. These costs and risks will expire 4 (four) working days (or less if agreed in writing by the Lessor) after written termination by the Lessee or earlier if the goods are picked up by the Lessor.

8. OWNERSHIP AND SUBLEASING

- 8.1. The Lessor retains the (exclusive) ownership of the Equipment at all times.
- 8.2. The Lessee is not permitted and has no power or authority of any kind to sell the ownership rights of the Lessor to the Equipment, or to establish a mortgage or pledge, or exercise any retention right or to otherwise dispose or encumber the Equipment in any way.
- 8.3. The Lessee is not permitted and has no power or authority to sublease the Equipment, unless this is approved in writing by the Lessor.
- 8.4. The Lessee will not violate the intellectual property rights of the Lessor with respect to the Equipment. Trademarks, trade names and/or logos affixed by (or on behalf of) the Lessor to the Equipment will not be removed, covered, destroyed or deleted by the Lessee. The Lessee is not permitted to use the Lessor's brand name and/or logo without the prior written consent of the Lessor.
- 8.5. The Lessee is not permitted to change the location of the Equipment or agreed area of work in the case of vehicle access platforms, without the prior written permission of the Lessor.
- 8.6. If third parties seize any Equipment that is subject to the ownership rights of the Lessor, or if third parties wish to establish or assert rights on the aforementioned Equipment, the Lessee shall (i) immediately notify the Lessor of this in writing, (ii) provide a copy to the Lessor of the documents available relating to this seizure, (iii) notify this third in writing that the Lessor is the owner of the aforementioned Equipment and (iv) furthermore do everything in its power to safeguard the interests and ownership rights of the Lessor.

9. USE, MAINTENANCE, INSPECTION AND USE OF OPERATING PERSONNEL

- 9.1. The Lessee will use the Equipment in a careful and correct manner, consistent with the nature and purpose thereof, in accordance with all instructions, recommendations and/or (general guidelines or specific instructions in) manuals of the manufacturer or the Lessor, and will fulfil all requirements of any applicable laws relating to the possession, use and maintenance of the aforementioned Equipment.
- 9.2. The Lessee is responsible for the Daily Maintenance of the Equipment. The Lessee requires the prior permission of the Lessor to perform any repairs to the Equipment that do not fall under the Daily Maintenance.
- 9.3. The Lessee must ensure that only properly trained and experienced operators and engineers use or operate the Equipment or perform the Daily Maintenance of the Equipment, and that the Equipment is operated within the limits of safe operation in accordance with all applicable occupational and other legislation in the field of safety.
- 9.4. The Lessee is not permitted to make technical adjustments to the Equipment and/or to modify, (temporarily) deactivate and/or otherwise circumvent the security settings of the Equipment. The Lessee will not change or alter the Equipment or its appearance without the express written permission of the Lessor.
- 9.5. The Lessee will provide the Lessor, at its first request, with (a) a detailed overview of locations where the Equipment is stored or used and (b) grant access to the business areas where the Equipment is used in order to inspect or take back the Equipment. The Lessee is obliged to inform the Lessor in writing beforehand if the Equipment is going to be used on the site of an airport or for work activities on or in the vicinity of aircraft and/or related objects.
- 9.6. The Lessee agrees to make the leased goods available for inspection at the first request of the Lessor. The Lessee agrees to allow the Lessor to enter the buildings and business areas of the Lessor where the Equipment is located for the purpose of inspection or taking back the goods.
- 9.7. The costs of regular maintenance or repair work of the Equipment will be borne by the Lessor. The Lessee will provide the Equipment to the Lessor in good and clean condition for the purpose of regular maintenance or repair work by the Lessor. The Lessee will make the Equipment available to the Lessor in a workshop where the Lessor can perform maintenance and/or repair work.
- 9.8. If the Equipment is rented with operating personnel of the Lessor, they may only be used for the operation of the Equipment and not for other work. The Equipment may only be operated by the Lessor's operating personnel.

10. DAMAGE, DEFECTS, LOSS AND NOTIFICATIONS

- 10.1. The Lessee will inform the Lessor within 24 (twenty four) hours of delivery in writing of any damage to, breakdown of or defect in the Equipment.
- 10.2. If no damage or defect is reported to the Lessor in writing with regard to the delivery of the Equipment within the aforementioned period of 24 (twenty-four) hours, the Equipment shall be deemed to have been delivered without any damage and defects.
- 10.3. In the case of damage, misappropriation, theft or any other loss of the Equipment, the Lessee shall notify the Lessor as soon as possible and subsequently confirm this in writing within 24 (twenty-four) hours. In case of misappropriation or theft, the Lessee must immediately notify the police. A copy of the police report must be submitted directly to the Lessor.
- 10.4. If there is a defect or breakdown of the Equipment during the term of the Agreement and this breakdown or defect cannot be attributed to the Lessee, the Lessor will repair or replace the Equipment (in accordance with what the Lessor considers appropriate).

11. LIABILITY AND INSURANCE

11.1. LIABILITY OF THE LESSOR

- 11.1.1. The Lessor is not liable to the Lessee or any third party at any time, for loss and/or damage suffered by the Lessee, unless in the case of an intentional act or deliberate recklessness of the Lessor, its representatives or vicarious agents; the same applies in case of breach of fundamental contract obligations (obligations whose fulfillment enables the contract to be duly performed at all and which the Lessee may routinely trust are adhered to). The Lessor is never liable to the Lessee or any third party for indirect or consequential damages.
- 11.1.2. For the operating personnel, in addition to the limitation of liability pursuant to 11.1.1 it is also agreed that the Lessor's liability is limited to the proper selection of operating personnel by the Lessor.
- 11.1.3. The Lessor is not liable to the Lessee if a failure in the performance of the obligations of the Lessor is caused by force majeure, negligence, intentional act or recklessness of the Lessee, lack of timely instructions or essential information from the Lessee or any other causes beyond the control of the Lessor.
- 11.1.4. The Lessor is solely liable for damage to goods and personal injury to the goods and persons of the Lessee insofar as this damage is caused by a demonstrable defect in the Equipment supplied that may be attributed to the Lessor and which defect was already present prior to the delivery of the Equipment to the Lessee, as a result of which the Equipment do not work properly, or damage is caused by an intentional act or gross negligence on the part of the Lessor.
- 11.1.5. To the extent the breach of contract is unintentionally, the liability of the Lessor shall be limited to the typically predictable damage. The predictable damage is indicated by the contracting parties in the amount of EUR 1,000,000 (one million Euros), unless agreed otherwise by the Parties.
- 11.1.6. The liability of the lessor for culpable damage to life, body or health and liability under the Product Liability Act shall remain unaffected.
- 11.1.7. Any liability not expressly provided for above shall be disclaimed.

11.2. LIABILITY OF THE LESSEE

- 11.2.1. The Lessee shall be liable to the Lessor for, and the Lessee shall indemnify and indemnify the Lessor against all damage to the Equipment, including without limitation any damage resulting from its improper use, unauthorized operation, destruction, theft, misappropriation, fire and otherwise, and all claims, including all related costs, as well as any damage that may be reclaimed, claimed or recovered from the Lessor insofar as this damage derives from or relates to the Agreement or these General Terms and Conditions.
- 11.2.2. In the case of misappropriation, theft or any other loss of the Equipment or if the Equipment is irreparably damaged, the Lessee is liable to pay the Lessor compensation, which compensation is (i) equal to the current (or replacement) price of such damaged Equipment plus replacement costs, or (ii) if the damaged Equipment is no longer current, the current (or replacement) price of similar equipment plus replacement costs, notwithstanding any other compensation that the Lessor may claim.

11.3. LIABILITY FOR DAMAGE TO/BY THIRD PARTIES (IN RESPECT OF USE OF MOTOR VEHICLES)

The Lessee is liable for damage caused by third parties to the Equipment from the moment of delivery up to the Due Date, or for the term as specified in the Agreement.

For Equipment referred to as motorized vehicles, the Lessor has taken out a civil liability insurance in accordance with the EU Motor Vehicle Insurance Directive and/or any similar local legislation. The Lessor and the insurer of the Lessor reserve all rights to claim damage caused by third parties that are not covered by the civil liability insurance for motor vehicles from the Lessee, for example, without limitation if:

- The driver was under the influence of alcohol or drugs at the time of the traffic accident;
- The driver was not permitted to drive according to any competent authority.

11.4. GENERAL LIABILITY INSURANCE

- 11.4.1. The Lessee will take out an insurance for the rented Equipment for its own account, which will cover third party liability for events not described in Article 11.3.
- 11.4.2. The Lessee will at all times keep the Equipment - insofar as not designated as motorized vehicles - properly insured in accordance with applicable law, including for any liability and/or risks caused by and/or related to the use of the Equipment, such from the delivery of the Equipment until the Due Date.

11.5. LIABILITY FOR DAMAGE TO THE EQUIPMENT

The Lessee may partially buy off its liability for damage to the Equipment for an additional charge, whereby the Lessor will waive its right of recourse to claim the damage from the Lessee with the exception of the agreed excess. The Rival scheme for buying off liability, damage and waiver of recourse are subject to the conditions as set out in Article 12.

If, prior to the Agreement, the Lessee can provide sufficient proof of insurance for its own account to the Lessor, which insurance provides sufficient cover for damage to the Equipment from the date of the delivery of the Equipment up to the Due Date, all at the discretion of the Lessor, then the Lessee is exempt from participation in the Rival scheme for buying off liability as set out in Article 12.

12. RIWAL DAMAGE SCHEME

- 12.1. The Lessee may, subject to Article 11.5, (partially) buy off its liability for damage to the Equipment for an additional charge to be agreed in advance, after which the Lessor waives its right of recourse (to claim damage from the Lessee).
- 12.2. An additional charge above the Rent (excluding VAT) applies to the Rival Damage Scheme. In the case of excessive or unlawful claim behaviour by the Lessee, the Lessor may unilaterally increase the additional charge or unilaterally terminate the Rival Damage Scheme.
- 12.3. The Rival Damage Scheme is subject to an excess. The part of the damage that remains at the expense of the Lessee is set out in Article 12.7.

12.4. COVER

The Rival Damage Scheme applies only:

- 12.4.1. in the event of damage or destruction of the Equipment which is unintentional, unexpected and unpredictable, occurring during normal use, i.e. use for the intended purpose and in accordance with all operating and safety instructions;
- 12.4.2. if the Lessee has made all reasonable efforts and has taken precautions to prevent theft or destruction of the Equipment, including, without limitation, storing the Equipment in a locked place, out of sight or under (camera) supervision, etc.

12.5. EXCLUSIONS

Excluded from the cover are:

- 12.5.1. Damage caused by or related to a failure to comply with the operating and safety instructions as specified in Article 9 of the General Terms and Conditions.
- 12.5.2. Damage caused by or related to negligence or deliberate misconduct of the Lessee or attributable to the Lessee.
- 12.5.3. Damage caused by prolonged use of the Equipment in an environment that can be expected to cause damage to the Equipment.
- 12.5.4. Loss or damage of/to tyres.

12.6. CONDITIONS FOR A WAIVER OF RECOURSE

The Lessor only (partially) waives the right of recourse to claim compensation from the Lessee if all of the following conditions are met:

- 12.6.1. The damage is in accordance with the cover conditions as set out in Article 12.5;
- 12.6.2. None of the exclusions as set out in Article 12.6 apply;
- 12.6.3. The Lessee has paid all amounts owed to the Lessor at the time of the damage, including the Rent, VAT and interest resulting from late payment (if applicable);
- 12.6.4. The Lessee has reported the damage in accordance with Article 10;
- 12.6.5. The Lessee has returned the Equipment in accordance with Article 13 of the General Terms and Conditions;
- 12.6.6. The damage is covered under insurance policy of the Lessor.

If the insurer of the Lessor does not compensate the Lessor for the damage to the Equipment and if this damage is caused by negligence or deliberate misconduct of the Lessee, the Lessee is liable to compensate the Lessor for the damage.

12.7. EXCESS

The Rival Damage Scheme is subject to an excess of EUR 2,500 (two thousand five hundred Euros) per damage event or an amount agreed in the Agreement.

13. RETURN OF THE EQUIPMENT

- 13.1. On the Due Date or upon prior termination of an Agreement, the Lessor will pick up the Equipment from the location where the Equipment was delivered and the Lessee will ensure that the Equipment is ready for transport. If the Equipment is not ready on time for transport at the agreed handover point, the transport costs or additional handling costs will be charged to the Lessee.
- 13.2. Except for normal wear and tear, the Equipment will be in the same condition as upon delivery. The Equipment is to be returned in particular fully refueled or fully recharged and in clean condition. If the Equipment is not in the state as described, the Lessor will immediately inform the Lessee of this in a written notification of the costs that are required for cleaning and/or repairing the Equipment. The Lessee will refund the Lessor the costs within 30 (thirty) days from the date of the aforementioned written notification.
- 13.3. All Equipment that is not returned to the Lessor for any reason or that are damaged irreparably, will be reimbursed by the Lessee at the current list price (new price) of the Equipment of the relevant manufacturer.
- 13.4. If (a) the Equipment has not been returned in due time to the Lessor for any reason whatsoever, or (b) are irreparably damaged and the Lessee does not pay the compensation specified herein, the Lessor will continue to charge the Rent, which Rent is due by the Lessee.

14. TERMINATION

- 14.1. An Agreement may be terminated by the Lessor without notice being required:
 - a. if the Lessee requests bankruptcy, is deemed to be bankrupt or is otherwise unable to pay its debts;
 - b. if a petition has been filed or a meeting has been held or a decision has been taken with respect to the termination or dissolution of the business of the Lessee;
 - c. if the Lessee goes into liquidation, either forced or voluntary, or enters into agreements with creditors in general;
 - d. if a trustee in bankruptcy or administrator has been appointed in respect of the Lessee over all or part of the assets of the Lessee; or
 - e. if the Lessee undertakes or undergoes a similar process as specified in (a) to (d) in any jurisdiction;
 - f. due to an infringement of the Agreement by the Lessee, provided that the alleged infringement has been properly notified and this infringement has not been rectified within 10 (ten) days;
 - g. if there is a change in the control or management of the business of the Lessee;
 - h. if the Equipment is located in or transferred to another location or area of work without the permission of the Lessor;
 - i. if, in the reasonable opinion of the Lessor, a significant negative change has occurred in connection with the Lessee.
- 14.2. Except for a fixed-term Agreement, each Party may submit a written notification of termination of the Agreement, subject to a notice period of at least 7 (seven) days. The written notification may be by registered mail, fax or e-mail with proof of receipt.
- 14.3. In the case of early termination or cancellation of the Agreement, the Lessor will charge the agreed Rent to the Lessee and the Lessee will pay this to the Lessor. The Rent will be increased by the additional costs incurred due to early termination or cancellation, such as transport costs, picking up costs, etc.
- 14.4. In the case of cancellation of the Agreement less than 1 (one) working day before commencement, the Lessee is liable for a cancellation fee of 50% (fifty percent) of the agreed Rent.
- 14.5. Without prejudice to the other provisions of these General Terms and Conditions, all obligations of the Lessee under the Agreement and these General Terms and Conditions will remain in force for 4 (four) working days after the termination date or the Due Date of the Agreement (including, without limitation, the obligations as set out in Article 11).
- 14.6. On the Due Date or upon the termination of an Agreement, all rights and obligations of the Parties under this Agreement will expire, subject to (i) the obligation of the Lessee to pay all amounts due or amounts that will become due on or after the expiry date or the date of termination, (ii) any other obligation as set out in these General Terms and Conditions or in an Agreement which will take effect on the date of termination or Due Date and (iii) the provisions of Article 13 (*Return of the Equipment*) and Article 18 (*Applicable law and competent court*) of these General Terms and Conditions.

15. FORCE MAJEURE

- 15.1. The Lessor is entitled to suspend its obligations and will not be in default if, due to circumstances beyond the power of the Lessor and/or changes in circumstances that could not reasonably be anticipated at the time the Agreement was concluded, the Lessor is unable to fulfil its obligations. Force majeure includes labour disputes, strikes, sabotage, government restrictions and measures, accidents, transport problems and blackouts.
- 15.2. The Lessor is entitled to terminate the Agreement, in whole or in part, without the intervention of any court, by written notice if the event of force majeure lasts longer than 1 (one) month, without being liable for the payment of any compensation. The Lessee is not entitled to terminate the Agreement unless the event of force majeure has lasted longer than 1 (one) month and the Lessee can demonstrate that an earlier performance is of vital importance to its business activities.

16. FINE

- 16.1. For any infringement of these General Terms and Conditions or an Agreement, including but not limited to improper use by the Lessee, reputation damage to the Lessor or the failure to observe the safety instructions by the Lessee, the Lessor is entitled to claim an immediately due and payable fine from the Lessee amounting to 5% of the order volume for each day of the infringement, subject to a maximum of EUR 10,000 (ten thousand Euros) for the duration of the infringement.
- 16.2. The Lessor is also entitled to claim full compensation if the actual damage suffered exceeds the amount of the fine.

17. DATA PROTECTION

- 17.1. During the implementation of the Agreement both parties will comply with their obligations under the GDPR with respect to the Processing of Personal Data.
- 17.2. Each of the parties warrants that the Personal Data that is shared with the other party for the purpose of implementation of the Agreement will be correct, not excessive and not illegal, and that it does not infringe the rights of third parties.
- 17.3. Each of the parties bears its own responsibility for the Processing of Personal Data with respect to the implementation of the Agreement. The Lessee indemnifies the Lessor against any and all claims by persons whose Personal Data has been processed in the context of the Processing carried out by the Lessee or for which of the Lessee is responsible by virtue of the Agreement by virtue of the law or in any other way, unless the Lessee demonstrates that the facts underlying the claim are exclusively imputable to the Lessor.
- 17.4. If the Lessor considers it necessary for the implementation of the Agreement, the Lessee will, on request, inform the Lessor in writing immediately about the way in which the Lessee is complying with its obligations under the GDPR.
- 17.5. We justify our legitimate interest in opportunities for direct marketing, in the contact data collected for the performance of the contract, according to Section 7 (3) UWG and according to recital 47 of the GDPR, we have a legitimate interest in informing our customers with information around our goods and services through communication channels. As a data subject, you have the right to object to the processing of personal data for these purposes, taking into account the requirements of Art. 21 DSGVO.

18. MISCELLANEOUS

- 18.1. Changes to these General Terms and Conditions or to an Agreement shall be effective only if these have been agreed in writing and are signed by or for the benefit of each of the Parties.
- 18.2. All of the conditions of these General Terms and Conditions and/or an Agreement are severable. If a provision is illegal, invalid or non-feasible (in whole or in part) under the law of a jurisdiction, in any respect:
- a. this will not affect the legality, validity or enforceability in that jurisdiction of the other provisions of these General Terms and Conditions and/or an Agreement (if these other provisions are not inextricably linked to the illegal, invalid or non-enforceable provision) or any of the provisions of these General Terms and Conditions and/or an Agreement in another jurisdiction; and
 - b. the Parties will reasonably endeavour to negotiate in good faith with a view to their replacement by one or more provisions that are not illegal, invalid or unenforceable and which do not, as far as possible, deviate from the replaced provision, always taking into account the content and purpose of these General Terms and Conditions and/or the Agreement, as the case may be.
- 18.3. The Lessor may, by written notice to the Lessee, transfer, assign or otherwise grant any of its rights or obligations under an Agreement to any of its subsidiaries, to which transfer the Lessee hereby gives its prior consent.
- 18.4. These General Terms and Conditions are written in German. To the extent that translations are provided, in the event of a conflict between the German version and these translations, the German text shall prevail.

19. APPLICABLE LAW AND COMPETENT COURT

- 19.1. These General Terms and Conditions and any Agreement are exclusively governed by and interpreted in accordance with German law, except for the United Nations Convention on Contracts for the International Sale of Goods of 1980 (the Vienna Sales Convention).
- 19.2. All Disputes will be exclusively referred to and ultimately settled by the competent courts of Hamburg. This Article 19.2 is exclusively in favour of the Lessor, so that the Lessor is never prevented from bringing proceedings relating to a Dispute before another competent court.