

Rental terms of PV-Engineering GmbH, Iserlohn

PV-Engineering GmbH * Hugo-Schultz-Str. 14 * 58640 Iserlohn * Germany

The rent is based on the present conditions, which are recognized by the leaser and lessor as well for all future business as binding.

1. Our order confirmation is decisive for the contract and the contract; offers are not binding.
2. The rental period starts at the next working day following the leaving of the stock of the lessor, and ends on arrival back at the store Iserlohn.
3. The shipment of the device is:
 - a) by a person / organisation appointed by us. All transport costs are borne by the leaser.
 - b) by pickup. Transport costs on the leaser.
4. The return of the device - including accessories and operating instructions - is in its original packaging, safely packed, carried out on PV-Engineering GmbH. The cost of the return shipment shall be borne by the renter. The danger of the leased objects shall always bear the leaser; from leaving the warehouse PV-Engineering GmbH to return there.
5. The rental fee arises from the order confirmation. It is based on the price lists, associated with the VAT. Minimum invoice value is EUR 100.00 net.
The specified hire period is calculated on a daily basis; it is payable in advance. Any additional rental periods will be charged a daily basis.
The rental fees, any ancillary costs and VAT are purely paid net within 10 days after the invoice date. In case of default of the outstanding amount with 5% interest is payable on Bundesbank discount; However, at least 9%. In addition, the lessor is entitled to demand the immediate return of the device, or retrieve it at the expense of the leaser.
If the leaser falls behind with a payment, or be the owner becomes aware of circumstances which call the creditworthiness into question, all claims will be due immediately.
The withholding of payments or offsetting any counterclaims by the renter is excluded, unless the counterclaims are undisputed or caused by intentional acts of the lessor.
6. Responsibility for agreement and intended use of our instruments rests solely with the purchaser.
7. The devices are to be insured against loss, theft and damage caused by non-compliance with the operating instructions or improper handling. The insurance has to complete the leaser and to pay the attendant costs.
8.
 - a) The leaser has the use of the equipment only to be performed by qualified personnel in accordance with the operating instructions of the manufacturer and in the prescribed manner by the proprietor. The leaser has to comply with all instructions of the manufacturer or lessor closely, likewise to comply with the technical instructions of the lessor.
The leaser is responsible for any damage caused by failure to observe the rules / instructions.
The lessor is entitled to check the rental equipment on site at all times.
 - b) The hirer must keep the equipment in his possession. Without permission of the lessor is not allowed to spend the machine outside the Federal Republic of Germany or to use it there. The leaser is liable to the owner for any damage or economic disadvantages suffered by the owner by a violation of this provision. The embargo regulations must be observed.
 - c) The leaser has to obtain the equipment in good condition and to use according to the instructions. In case of loss or damage to the device, apart from normal wear and tear, he shall compensate the owner the replacement value.

- d) In case of errors, faults or damage to the rented good the leaser has to notify the lessor immediately and await their instructions. The leaser is not permitted to make changes or alterations or adjustments to carry out repairs to the device or attempt unless the lessor has authorized him to do so in writing. As far as the errors, failures or damages are not caused by the leaser to the rented good, he has the option of a new delivery or immediate rectification of the device according on the leasers choice. Any other compensation claims are excluded.
 - e) logo and identification numbers of the manufacturer or owner, standard signs, calibration label and other designations will remain unchanged on the device, any changes to the leased article is prohibited.
 - f) packaging, operating instructions and accessories are part of the rental property and property of the lessor. All parts are to be treated carefully and completely return.
9. Software that is supplied, must be used exclusively according to the known conditions of the license holder. The leaser is responsible for ensuring that non-conforming use of the software is excluded by him or by his agents. The leaser is aware that improper use claims for damages to an unlimited amount can pull through the license holder to be. The lessor is so far free from all claims of the owner.
10. The leaser will send the lessor immediately the bailiff in case of seizure of the device. The same is true if a third party (property owner, mortgagee, etc.) rights to the leased be invoked.
11. If any provision of these rental terms are invalid, the validity of the remaining provisions shall remain unaffected.
12. Place of performance and jurisdiction for all disputes arising from these rental terms is Iserlohn.
13. With the publication of these rental terms all previous rental terms are invalid.

Iserlohn, August 01. 2012