

General terms and conditions of rental of Boels Rental AG



Section 1 General

- The following terms and conditions of Boels Rental AG, Alte Steinhäuserstrasse 1, 6330 Cham, hereinafter also referred to as the "Lessor", shall apply exclusively; conflicting terms, or terms from the Lessee which differ from these terms and conditions will not be recognised, unless the Lessor has expressly accepted them in writing. The Lessor's terms and conditions shall also apply in the event that, knowing of the Lessee's conflicting terms and conditions, the Lessor carries out the supply/letting to the Lessee without reservation.
- All agreements made between the Lessor and Lessee for the purposes of performing the agreement shall be set out in writing in this Contract.
- The general terms and conditions shall also apply for future transactions.

Section 2 General rights and obligations of the contracting parties

- The Lessor undertakes to transfer the rental object to the Lessee for the agreed rental period, in exchange for the agreed payment.
- The Lessee undertakes to prove its identity by submitting a valid ID card to the Lessor's employees on handover of the rental object, to only use the rental object as intended, to comply with the relevant provisions on the prevention of accidents and occupational safety as well as with road traffic regulations, to handle the rental object with due care and to return it on expiry of the rental period cleaned and, if applicable, with a full tank, and to pay the agreed lease payments in advance.
- The Lessee undertakes to truthfully declare the respective location or place of use of the rental object in the rental agreement.
- The illustrations, designs, weight and dimension specifications, etc. included in this Contract are only approximate, unless they are expressly identified as binding.

Section 3 Handover of the rental object, delay on the part of the Lessor

- The Lessor shall maintain the rental object in a proper, faultless, and operational condition with a full tank, with the necessary documents, for collection by the Lessee. On collection, even if transportation is carried out with the Lessor's vehicles, the risk of damage, loss and risks associated with carriage shall pass to the Lessee.
- In the event that handover of the rental object is delayed for reasons attributable to the Lessor, the Lessee shall only be entitled to withdraw from the Contract if it has first set the Lessor a reasonable grace period within which to provide the rental object.
- However, the Lessee shall only be entitled to demand compensation for the untimely provision of the rental object if the Lessor was at fault for the untimely provision of the rental object. Compensation shall be limited to the daily net rental price. The right to withdraw from the contract remains unaffected.

Section 4 Reservation and advance booking

- It is possible to reserve rental objects. The date and period to which the reservation applies and on which the rental object is available for the other party shall be recorded in writing upon conclusion of the contract. If the Lessee fails to accept the reserved rental object on the agreed date and for the agreed period, the Lessee shall nonetheless be obligated to pay the rental payments in full. In the event of non-acceptance or cancellation, the Lessee shall not be entitled to appeal on the basis of expenses saved by the Lessor; objections on the basis of refraining to otherwise let are also excluded.

Section 5 Defects in the rental object

- The rental object shall be deemed to be defective if it is unfit for its contractual use, or if such contractual use is restricted (lack of functional capability).
- The Lessee shall be obligated to examine the rental object upon acceptance and to make an immediate complaint with regard to any defects discovered.
- Complaints may no longer be made with regard to defects that were apparent upon handover that significantly impair the intended use of the rental object if they were not reported to the Lessor immediately upon examination. If the Lessee fails to make a report, the object is deemed to be approved and defect-free.
- If a defect appears during the rental term, this is to be reported to the Lessor in writing as soon as it is discovered; failing this, the rental object shall be deemed to be compliant with the contract, even in consideration of a defect that appeared at a later date.
- The Lessor can, at its reasonable discretion, repair or redeliver the defective parts of a rental object without charge. The Lessor shall be entitled to provide the Lessee with a rental object that is equivalent in terms of its function or to repair the defective rental object.
- A defect in the rental object shall not give rise to an entitlement to withdraw from the contract. The right to withdraw from the contract shall only exist if the Lessor fails to avail itself of its right to exchange the rental object, and two attempts at repair have failed. Otherwise, the right to a reduction in the rental fee shall be excluded. The Lessor's liability for compensation due to a defect in the rental object shall also be excluded.

Section 6 Limitation of liability of the Lessor

- In the event of injury to life, limb, or health, the Lessor shall be liable for intentional or grossly negligent breaches of duty, and for fault on the part of its statutory representatives and vicarious agents. Otherwise, however, compensation claims, irrespective of the legal grounds, shall be excluded in the event that the Lessor, its statutory representatives and vicarious agents are only responsible for simple negligence. The above restriction shall not apply, however, in the event of a breach of essential

- contractual duties. In the event that essential contractual duties are breached, the liability of the Lessor shall be limited to compensation for the typically-foreseeable losses.
- Otherwise the liability of the Lessor shall be excluded.
- In so far as the Lessee is unable to use the rental object in accordance with the contract due to a lack of or faulty instructions from the Lessor or its vicarious agents/statutory representatives, the provisions of Sections 5/6 shall apply, to the exclusion of further claims from the Lessee.
- The assertion of compensation claims against the Lessor shall be excluded if the damage has not been reported by the Lessee immediately. The Lessee shall provide the Lessor with all information and documents required to verify the damage without having to be asked for this. If the Lessee fails to provide evidence by means of the provision of records and/or documents substantiating the damage, the Lessor shall cease to be liable, even if it would have been liable under Section 6 Clause 1.

Section 7 Rental price, payment, assignment as security

A. Machine hire

- The prices set out in the machines catalogue shall apply; these are understood to be the price per day for rental and use for a maximum of 24 hours, or the weekly price for rental for at most 168 hours from the time at which the rental object is handed over by the Lessor. For machines with an operating hours clock, the following shall apply; the daily price is based on 8 hours of operation; an hourly surcharge shall apply for any additional hours of operation. This hourly surcharge shall be calculated on the basis of the weekly price, divided by 40 operating hours, x 80% for each hour of operation. The weekly price shall be based on 40 operating hours, an hourly surcharge shall apply for any additional hours of operation. This hourly surcharge shall be calculated on the basis of the weekly price, divided by 40 operating hours x 80% for each hour of operation. In addition to the rental payments, costs shall include VAT, maintenance, fuel, oil, transport, environmental protection charges (if applicable), cleaning and, where appropriate, a surcharge for limitation of liability A/B.
- The weekend price (Friday to Monday) refers to rentals for a maximum of 72 hours (Sundays are not counted).
- For leases lasting longer than four weeks, a quotation can be requested from the Lessor.

B. Party rental

- The rental prices given in the Lessor's party catalogue refer to a weekend or three working days. The rental object shall be collected on the day before its use is due to commence, and it shall be returned by the Lessee the day after its final day of use. A surcharge of 15% of the weekend price is to be paid for each additional day. In the case of rental periods lasting more than two weeks, prices shall only be available upon request, i.e. in accordance with an individual agreement.
- The applicable rental price shall not include VAT, maintenance, cleaning, transport, loading and unloading, and any applicable surcharge for limitation of liability A.

C. General provisions with regard to the rental prices

- The rental fee shall be payable in advance in cash, without discount, in addition to the applicable VAT.
- The rental prices stated in the Lessor's catalogue refer exclusively to the date on which the catalogue was printed. The prices in the catalogue remain valid for 30 days following that date; thereafter the price quotations in the catalogue represent non-binding indications of price. When a new catalogue is issued, the prices and quotations valid until that time shall become invalid.
- The Lessor shall be entitled to change the rental price if the pricing factors change, e.g. freight price, fees such as import and export duty, and/or taxes, wages and salaries, social security contributions and exchange rates. This shall not apply for prices already contractually agreed during the rental term.
- The Lessee shall assign its claims against its customer, on whose behalf the rental object is being used, to the Lessor as security upon handover of the rental object, up to the amount of the agreed rental payment, less a deposit received. The Lessor shall accept that assignment.
- The Lessee shall not be permitted to withhold or offset payments on account of any counterclaims disputed by the Lessor. The Lessee shall also waive the right to assert a right of retention against surrender of the rental object as a result of counterclaims asserted against the Lessor.
- Unless otherwise agreed separately in writing, the Lessee is to pay a deposit. The deposit shall be set by the Lessor in proportion to the rental term specified and the value of the rental object. If the Lessee wishes to extend the contract, it shall be obligated to pay the newly-determined deposit at the latest on the first day of the extension.
- If the Lessee fails to pay the deposit on time, the Lessor shall be entitled to withdraw from the contract, and shall not be required to issue advance warning of this. In such cases the Lessor also reserves the right to claim further losses resulting from the Lessee's behaviour in breach of the contract.
- Any deposit paid may not be used by the Lessee as an advance payment against the rental fee due, or as compensation in the event of damage. Upon termination of the lease, the Lessor shall, however, be entitled to use the deposit to offset the amounts due to be paid by the other party. The deposit shall be returned if it is determined that the other party has fulfilled its obligations in full.

Section 8 Lessee's obligations

- The Lessee undertakes and pledges:
 - To take good care of the rental object, to protect it in every way against overuse, and against access by third parties. The Lessee, its personnel, assistants and/or other persons who operate the rental object on behalf of and/or under the responsibility of the Lessee, must be familiar with the operating instructions attached to the rental object and/or (other) instructions from the Lessor, and must act accordingly. The Lessee warrants that all

- persons who operate the rental object possess the qualifications required for such operation, as well as any (legally) prescribed certificates, evidence of qualifications, driver's licences, etc. In the event of a breach of the provisions referred to above, the insurance cover and/or the cover resulting from the provision on limitations of liability within the sense of Section 13 Sub-sections A/B may cease to apply;
 - To carry out appropriate and professional maintenance and servicing of the rental object at its own expense, and, in particular, to carry out the necessary inspection and maintenance work in a professional manner, using original or equivalent replacement parts, at its own expense.
- The Lessee shall be obligated to report any damage caused to the rental object during the rental term to the Lessor without delay, and to present the rental object to the Lessor once damage has occurred. The Lessor shall be entitled, in the event that damage is caused to the rental object, to carry out the repairs itself, or to have the repairs carried out by a selected specialist company, at the Lessee's expense.
 - The Lessor shall be entitled to visit the rental object at any time, to examine it following prior agreement with the Lessee, or to have it examined by a representative.
 - The Lessee undertakes to pay all expenses, taxes (including taxes for the use of public spaces), and fines in connection with the use of the rental object by the Lessee or a third party, that have been incurred by the Lessor.
 - If necessary for legal reasons, the Lessee must ensure, at its own expense, that it is in possession of the necessary authorisations and approvals in good time before delivery of the rental object.
 - The Lessee undertakes to defend, at its own expense, any claims made by third parties in connection with the rental object, and to inform the Lessor of such claims immediately in writing, and to indemnify the Lessor against any claims from third parties which arise in connection with the use of the rental object. Sub-letting and provision to third parties shall only be permissible with the express written consent of the Lessor. In the event that the aforementioned provision is breached, the insurance cover and/or the cover resulting from the provision on limitation of liability in the sense of Section 13 Sub-section A/B shall cease to apply in the event of damage/loss resulting from unauthorised sub-letting/transfer to third parties. In the event that the Lessee breaches the aforementioned obligations, the Lessor shall be entitled to terminate the contract with the Lessee without notice and to demand the agreed rental payments as compensation. The Lessor shall reserve the right to claim further losses where the aforementioned breaches of contract occur.

Section 9 Liability for operating personnel

Where the rental object is let with the Lessor's operating personnel, the operating personnel may only be used to operate the rental object and not for other work. The Lessor shall only be liable for damage caused by the operating personnel if it has failed to select the operating personnel in the correct manner. Otherwise, the Lessee shall be liable for any damage caused to the rental object or third-party property by the operating personnel.

Section 10 Return of the rental object

- The Lessee shall be obligated to return the rental object to the Lessor on the contractually-agreed date without having to be asked to do so, and at its own expense. The parties understand the term "return" to mean the delivery of the rental object to the Lessor, or to an employee or representative of the Lessor authorised to accept the rental object, in such a way that they are granted exclusive power of disposition over the rental object. If the rental object has been handed over for a long period (without an end date), the Lessee shall be obligated to provide written notice of the intended return of the rental object to the Lessor in good time in advance (written notice of availability). Until such time as final handover to the Lessor is effected, or until such time as the Lessor collects the rental object, the Lessee shall continue to pay the contractually-agreed rental payments. The provisions of Section 8 Clauses 2, 4 and 5 shall also apply mutatis mutandis as part of the obligation to return.
- The rental term shall end on the day on which the rental object is returned, in a proper and contractual condition with all parts necessary to put it into service, to the branch of the Lessor from which the rental object was taken, or to another agreed destination, but at the earliest upon expiry of the agreed rental term.
- The Lessee shall be obligated to return the rental object to the Lessor on the agreed date and at the agreed time in the condition it was in when the Lessee accepted the rental object upon commencement of the lease. The Lessee must clean the rental object prior to its return, and shall ensure that it is arranged in the same way as it was upon receipt and packed into boxes, etc. The Lessor shall invoice the Lessee for any additional work required as a result of a lack of/insufficient organisation or cleaning.
- The return delivery is to be made in a timely manner during the Lessor's normal business hours so that the Lessor is in a position to examine the rental object on the same day. If this is not complied with, the Lessee shall remain responsible for the rental object for two additional working days, and shall be required to pay proportional rental payments for this time. In so far as the Lessor accepts the rental property at a location other than the distribution centre referred to in the contractual provisions, the Lessee is to guarantee that collection is able to take place, following written notification, daily between 8am and 6pm at the location specified. In connection with this, the Lessee must also ensure that a responsible person is present upon handover of the rental object to the Lessor; if no-one is present at the time of collection, the Lessor shall nonetheless be entitled to take the rental object. In this case, the Lessee shall bear the burden of proof for the condition that the rental object is in at the time that it is taken back by the Lessor.
- The rental objects must be organised, cleaned, classified, and

stacked on the ground floor. The packaging belonging to the rental object shall remain with the Lessee in order to guarantee quality. In the event that the rental object/rental objects are not ready for transportation, the Lessee is to pay a flat-rate fee of CHF 185.

6. The rental object shall be checked following its return at the Lessor or the third-party lessor's company. Acceptance by a hauler commissioned by the Lessor or a commissioned third-party lessor shall not be considered a check in this sense. Should the Lessee wish to be present during the check, it must specify this upon conclusion of the contract, to enable a date for the check (within 24 hours of return) to be agreed. If soiling/contamination, or false packaging is found in the Lessee's absence, the Lessor or third-party lessor's check shall be binding, and the Lessor shall be entitled to invoice the Lessee for the associated costs.
7. The Lessee shall be informed of any damage to the rental object that is discovered during the check. In the notification of damage, the Lessor shall specify a period during which the damaged rental object will be kept available for the Lessee for the purposes of preparing a (contrary) expert report. The Lessor shall carry out the repairs or make a replacement purchase upon the fruitless expiry of this period. If the Lessee fails to avail itself of the opportunity to produce a contrary expert report, the loss shall be assessed by the Lessor, and this shall be binding for the Lessee. Otherwise, damages shall be settled in accordance with the provisions of Section 12 of the present terms and conditions.

Section 11 Further obligations of the Lessee

1. The Lessee shall not be entitled to transfer the rental object to a third party, nor shall it be entitled to assign any of the rights contained within this Contract to a third party, nor shall it be entitled to grant rights of any kind to the rental object. In the event that the abovementioned provision is breached, the insurance cover and/or the cover resulting from the limitation of liability in the sense of Section 13 Sub-sections A/B shall cease to apply in the event of damage/loss. The Lessee shall be responsible for damages resulting from this breach of contract.
2. Should third parties assert rights in connection with the rental object due to seizure, confiscation, or other asserted claims or should they take possession of the rental object with or without permission, the Lessee shall be obligated to inform the Lessor immediately - at the latest within three days; the notification is to be made in writing by letter, by fax, or by email. At the same time, the Lessee shall be obligated to give notice of the Lessor's ownership in writing, and to send the Lessor a copy of that notice. The Lessee shall be obligated to provide the Lessor with compensation for all costs of retrieval, and to provide, at the Lessor's first request, a reasonable advance payment to cover the legal costs.
The Lessor shall be entitled to terminate the lease relationship extraordinarily and without notice if the Lessee fails to protect the Lessor's rights or does not sufficiently protect the Lessor's rights in accordance with the above provisions.
3. The Lessee shall take appropriate measures to protect the rental object against theft.

Section 12 Damage and loss

1. Damage to the rental object which occurs during the period in which the rental object is granted to the Lessee must be reported to the Lessor in writing immediately upon its detection, but at the latest within 48 hours.
2. In the event of theft/loss of the rental object, the Lessee shall be obligated to inform the Lessor immediately upon discovery of this, but at the latest within 24 hours, and to report the theft to the police immediately. The Lessee must then to submit a copy of the police report to the Lessor. In the event of loss/theft, the end date of the rental contract shall be deemed to be the date given as the date of loss according to the police report. The lease of further objects subject to the same rental contract, however, shall continue.
3. If the Lessee fails to provide notifications and to submit a copy of the report to the Lessor, the theft shall be considered to be embezzlement. In such cases, the limitation of liability B referred to in Section 13 of these terms and conditions shall not cover the loss.
4. In the event of theft or commercial write-off of the rental object, the Lessee undertakes to compensate the Lessor for the damage up to the replacement value. If it is possible to repair the damaged rental object, the Lessee undertakes to provide compensation to cover the associated repair costs. The same applies in the case of damage to/theft of components and/or accessory parts of the rental object. Moreover, the Lessee shall be liable for all further losses incurred by the Lessor in connection with this (such as expert costs and/or lost turnover/profit).
5. If a lost rental object is later returned, the Lessee shall be obligated to pay the rental payment up until the date on which the rental object is returned. In this case, the Lessor shall use any replacement value paid by the Lessee to offset the rental payment.
6. The costs of an expert commissioned by the Lessor to assess the damage and/or the repair and/or cleaning costs for the rental object shall be borne by the Lessee. The Lessee hereby agrees that the Lessor shall be entitled to commission a suitable expert to assess the damage, at the Lessee's expense.

Section 13 Insurance and limitation of liability

1. The Lessee shall be liable in any event for the loss, damage or, theft destruction of the rental object.
2. The Lessee shall be entitled, within the scope of the provisions set out below, to avail itself of a limitation of liability (A/B) for the aforementioned risks. In so far as is possible with regard to the leased rental object under the terms of the provision on limitation of liability (A/B), it shall be obligated to make use of this.
3. With regards to the content or price, reference is made to the terms of the provision on limitation of liability (A/B), which are printed on the reverse of the rental contract. These terms are also available at any of the Lessor's branches, and can be found on the internet at www.boels.com. If required, a copy can also be posted to you.

A. Provision on limitation of liability for private individuals and companies (=limitation of liability A)

4. The Lessor shall be entitled to request from the Lessee that the provision on limitation of liability for damage to the rental object be concluded. The coverage provided in limitation of liability A applies exclusively for the Lessee. The following is excluded

from the coverage: damage resulting from fire, theft, improper or careless handling and/or negligence, and damage to items belonging to third-party lessors.

5. A surcharge of 10% of the agreed rental payment shall apply for limitation of liability A, unless otherwise agreed in writing. An excess in accordance with the information in the terms of limitation of liability A shall apply for limitation of liability A.

B. Fire/theft provision for companies (=limitation of liability B)

6. Limitation of liability B may only be used by commercial lessees. Limitation of liability B covers damage arising as a result of fire or theft. The following, inter alia, shall not be covered: Damage arising as a result of intent or gross negligence, improper or careless use, unauthorised sub-letting or provision of the rental object for use by a third party, damage to items belonging to third-party lessors, or if the damage is already covered by an insurance policy that the Lessee makes use of. Limitation of liability B does not apply for the party hiring sections.
7. A surcharge in the form of a percentage of the rental fee shall apply for limitation of liability B. An excess shall apply for limitation of liability B in accordance with the terms of limitation of liability B.

C. Insurance

8. Should the Lessee wish to conclude its own insurance policy for the rental object, the Lessor shall be entitled to request that it is designated as the beneficiary under insurance law and that the insurance policy is submitted to it. Any excesses shall be paid by the Lessee.
9. The Lessee shall declare in advance that in the event that contractor's all-risk insurance is in place, Boels shall be entitled and able to make claims on that insurance policy in its capacity as a (co-)insured party. Any excesses shall be paid by the Lessee.

Section 14 Special obligations in event of damage or breakdowns

In the event of damage, the Lessee shall be obligated to ensure that - after securing the location and administering first aid - all necessary measures are taken in order to mitigate the damage and preserve evidence, namely that:

- a. The police are called immediately, including for accidents in which third parties are not involved,
- b. The names and addresses of witnesses and those involved in the accident, and the registration numbers of vehicles involved, are noted down, and that a sketch is made, and that these are forwarded to the Lessor.
- c. No acknowledgement of fault is made by the Lessee, and
- d. Reasonable safety precautions are taken with regard to the rental object.

The Lessee may not leave the location of the accident until it has complied with its obligation to clarify events and to ascertain the necessary facts. Following the theft of the rental object, parts of the rental object, or accessories belonging to the rental object, the Lessee shall notify the competent police station immediately. Witnesses, if available, who can attest to the location at which the rental property was being stored are to be named and an appropriate sketch is to be made. The Lessee shall be obligated to fully and truthfully declare each case of damage immediately and personally to the next accessible Boels agent. The Lessee shall also be obligated to support the Lessor and its insurer in processing the case of damage, and to provide any information necessary for the clarification of the case of damage, as well as to determine the damage situation between the Lessor and the Lessee.

Section 15 Lessee's liability

1. The Lessee shall be liable for the duration of the rental agreement for damage occurring to the rental object or culpably caused by its operation, or for the loss of the rental object/vehicle (including parts and accessories belonging to the rental object). The obligation to provide compensation for damage to the rental object and for the loss of the rental object shall also arise in the event that the Lessee entrusts the rental object to third parties, e.g. a freight carrier. It cannot invoke a third party's liability to the Lessee. The Lessee's obligation to pay compensation shall also extend to the repair costs plus any reduction in value or, in the case of a total write-off of the rental object, to the replacement value of the vehicle less the residual value. The Lessee shall be further liable, where applicable, for towing costs, expert fees, and any further costs and loss of rental payments incurred by the Lessor. The Lessee shall be liable, in cases where the rental object/vehicle is transferred to a third party, for compliance by that third party with the provisions of this rental contract as well as for its behaviour in the same way as it is for its own behaviour. The Lessee shall be responsible for the consequences of traffic offences or criminal offences discovered in connection with the use of a leased vehicle, and shall be liable towards the Lessor for the fees and costs incurred. The Lessor shall be entitled to identify the Lessee to the authorities as the driver under such circumstances.
2. The Lessor has taken out an adequate liability insurance policy under the Act for rental objects falling under the Compulsory Insurance Act (PfIVG). . . Damage located in or on the vehicle/ rental object is not covered by this. There is no extended passenger accident insurance policy. Moreover, the following are not insured:
 - Third party damages not covered for reasons of insurance law, such as in the case of alcohol intake or gross negligence,
 - The excess excluded in the liability insurance policy,
 - Damage to aerial and underground supply lines and cables and/or consequential losses caused as a result.The Lessee's liability shall lapse in cases where the liability insurance policy applies.

Section 16 Termination

1. The Lessor shall be entitled to terminate the rental contract extraordinarily and without notice with good cause. Good cause for termination shall exist in all cases where the Lessee breaches its obligations contained within the lease relationship or imposed by law. There is particularly good cause for termination without notice in cases where:
 - a. The Lessee is not granted contractual use of the rental object in good time, in part or in full, or in the event that this is withdrawn; The Lessee breaches the rights of the Lessor to such a degree that it substantially endangers the rental object as a result of the neglect of its duty of care, or the unauthorised transfer of the rental object to a third party; or
 - b. The Lessee is in default of payment for two consecutive payment deadlines or fails to provide a non-negligible part of the

lease payment during this time.

- d. An insolvency procedure has been applied for in connection with the Lessee's assets;
 - e. Seizure or other enforcement measures against the Lessee become known;
 - f. The Lessee's business operations cease;
 - g. The introduction of a guardianship procedure or an incapacity procedure against the Lessee, provided that s/he is an individual.
2. If the Lessor avails itself of the right of termination granted to it, Section 6 No 5 shall apply in conjunction with Sections 10 and 11.
 3. The Lessee shall be entitled to terminate the rental contract in writing following notification, without having to comply with a notice period, if the rental object becomes unusable for a long period of time, unless otherwise agreed by the parties in writing as part of a long-term contract.

Section 17 Due date, payment, default

1. If the rental payment has not already been paid (in full) in advance upon handover of the rental object (Section 6 C), the final invoice for the rental fee and other payables, plus the respective applicable VAT, shall be provided by the Lessor upon the return of the rental object, or at the earliest possible opportunity. The amounts invoiced shall fall due and be payable immediately upon handover or delivery of the invoice, and no discount shall be applied.
2. The invoices shall, upon request by the Lessee, be provided with an order and/or project number or other identification, provided sufficient space is available for this. It is not possible to return the order form at the end of the lease together with the invoice, as invoicing is fully automated.
3. In the event of a lease covering a period of more than four weeks, the rental fee shall be paid to Boels every four weeks in advance.
4. Should the Lessee fall into default of payment, interest is to be charged on its debt at a rate that is equal to the loan interest calculated by the Lessor, but no less than 8 percentage points above the base rate for non-business persons, and no less than eight percentage points above the base rate for business persons. The Lessor reserves the right to claim further losses as a result of the default.
5. The Lessee's payments shall initially be entered in the books for any expenses and costs, for the interest, and lastly for the rental payments, or the Lessor's other outstanding payables.

Section 18 Data protection

Personal data sent to the Lessor are saved and used solely for the purposes of executing our contractual relationships and are, where appropriate, passed on to participating co-operation partners/vicarious agents for the implementation of the contract, in so far as this is necessary to fulfil the contract. The Lessee has the right to request that personal data is deleted at any time.

Section 19 Concluding provisions, applicable law; jurisdiction

1. Contrary agreements or additions to the Contract shall only be valid if made in writing. This shall also apply in the case of exceptions to this agreement requiring the written form itself.
2. Should any provision of this Contract prove to be invalid, this shall not affect the remaining provisions of the Contract.
3. The place of jurisdiction for all disputes in connection with a contract concluded at Boels' subsidiary in Switzerland shall, in so far as is permissible, be Cham. The parties hereby agree that Swiss substantive law shall apply, to the exclusion of the connection rules of international private law in so far as these can be excluded as a result of the applicability of Swiss substantive law.
4. The parties hereby warrant that, where there are differences of opinion, they will first attempt to settle the dispute in an amicable manner.