



Terms and conditions for rent of BlackForxx GmbH, Harpstedter Straße 85, 28816 Stuhr (hereinafter "BlackForxx") Stand 1.03.2012

1. Order confirmation

The written BlackForxx order confirmation specifies the content of the rental contract and, together with these general conditions, establish the rental contract with the customer.

2. Payment, due date and operating hours counter

2.1 The rental rate is valid for one shift at a maximum use of 8 operating hours per calendar day and a maximum of 100 operating hours per calendar month. The surcharge for a 2-shift operation (up to 12 operating hours per calendar day or 200 operating hours per calendar month) is 50%, for a 3-shift-use (more than 12 operating hours per calendar day or 300 operating hours per calendar month) double the rate.

2.2 If the customer exceeds the agreed number of operating hours, so BlackForxx has the right to increase the rental rate according to section 2.1. Decisive for the detection of hours of operation is the operating hours counter built in the rented vehicle. The customer commits itself to immediately inform BlackForxx in case of malfunction of the counter.

2.3. The rental rate does not include the operating costs of the rented vehicle, particularly no energy and fuel costs.

2.4 The costs of delivery and collection freights are payable by the customer. BlackForxx can arrange, on customer request, the freights on behalf of the customer.

2.5 All agreed amounts are exclusive of VAT.

2.6. The rental rates are payable without deduction on a monthly basis in advance. If the rental period is shorter than one calendar month, the rate is immediately payable upon receipt of the rented vehicle(s).

3. Overdue, extraordinary cancellation

If the customer falls into arrears with the payment rate or other agreed payments, or fails to fulfill other obligations set out in this rental contract, then BlackForxx has the right to cancel the rental contract without notice and claim damages from the customer.

4. Normal use and application analysis

4.1. The rented vehicle shall be used by the customer under normal use. The normal use applies, when the rented vehicle experiences no above-average amount of wear. A abnormal use is, in particular, the use in the chemical industry, sawmill and woodworking industry, slate and clay industry, fireproofing and stoneware industry, scrap and demolition industry, champagne cellars, viniculture and wine trade, port operations, heavy metal fabrication as well as distribution of petroleum products. The customer is in these cases obliged to inform BlackForxx about the transgressing usage by the time of the request for the rent.



4.2. A change in the operating conditions may not lead to higher wear as indicated by the customer in the request for the rent or in an application analysis. Should the operating conditions change and the rented vehicle experiences a higher wear, so BlackForxx is entitled to change the rental rate.

4.3. BlackForxx reserves the right to elaborate a detailed application analysis with the customer.

5. Duties of the customer, damage and use

5.1. The customer has to maintain the rented vehicle at his own expense in good and operational condition.

5.2. The customer is responsible for the daily monitoring of the rented vehicle. This includes particularly, insofar as it applies to the rented vehicle, the oil level of the traction motor, the water of the cooling system, the air pressure of the tires and the water level of the battery. If necessary, the customer has to supplement these supplies accordingly. Should the rented vehicle show unusual consumption, wear or other peculiarities, the customer has to notify BlackForxx immediately and grant BlackForxx or enterprises legitimated by BlackForxx, the access to the rented vehicle. If the following revision of the rented vehicle presents need of repair, this work will be carried out by BlackForxx or BlackForxx legitimated enterprises.

5.3. In case of a required repair, maintenance, and/or on request of BlackForxx; the customer has to provide, free of charge in its own business premises, a suitable place and to make the rented vehicle available, in order to allow BlackForxx or the enterprise legitimated by BlackForxx to maintain, repair and inspect the rented vehicle during its regular business hours.

5.4. BlackForxx shall bear the cost for repairs due to normal wear. For other damages, especially those due to improper handling of the rented vehicle, the customer shall bear the cost. The customer shall be obliged to notify any damage to the rented vehicle immediately to BlackForxx.

5.5. The removal of rented vehicle from the agreed location is only permitted after a written consent of BlackForxx. Changes and additional installations on the rented vehicle may only be performed with the written consent of BlackForxx.

5.6. The customer has to immediately inform BlackForxx, when a third party tries to get access to the rented vehicle. The same applies to the execution levied upon the real property on which the rented vehicle is located.

5.7. The Customer may entrust the rented vehicle to a third person only after written consent of BlackForxx.

5.8. The customer exempts and holds BlackForxx free from any third party claims arising out of use and operation of the object.

6. Third party Liability, machine breakdown insurance

The customer is obliged to take at his own expense an adequate third party liability insurance for the rented vehicle, including the risk of use within the framework of the grant of use of the rented object. The customer must also insure the rented vehicle against fire and theft. In addition, the customer has to insure the risk of unforeseen damage to the rented vehicle by the conclusion of a



machine breakdown insurance. Before delivery of the rented vehicle, the customer has to provide proof of insurance coverage, including insurance, certificates, by handing over of documents.

7. Liability of BlackForxx

BlackForxx shall be liable to the customer for damages resulting from injury to life, body or health as well as for damages caused deliberately or by gross negligence of legal representatives or senior executives. Furthermore, BlackForxx shall be liable to the customer for any damages caused by non-executive employees by gross negligence or by the breach of essential contractual obligations while acting negligently. In these cases, the liability is limited to compensation of the contractually typical and foreseeable damage. Further, compensation claims for damages which have not occurred on the rented vehicle itself, are excluded. BlackForxx is not liable for a specific availability of the rented vehicle and for any damage due to lack of its availability.

8. Completion, return

8.1. If the Customer rents the rented vehicle for an indefinite period of time, the rental contract may be terminated in writing by both sides with a notice period of 48 hours (Monday to Friday, excluding public holidays) to the end of the calendar month. When the rented vehicle is rented for a determined time, a termination is excluded before the end of the rental period.

8.2. Upon termination of the rental contract, for whatever reason, the customer shall be obliged to return the rented vehicle at its cost and risk immediately to BlackForxx.

8.3. The rented vehicle must be returned in a proper condition, which corresponds to the age and the contractually agreed use in accordance with the application analysis – if any. The rented vehicle must be ready to use, complete - in particular according to scope of supply or possibly performed constructional changes of the rented vehicle by BlackForxx – and free from damages and impurities. BlackForxx is entitled to subsequently charge to the customer any costs of damage, missing modules or attachments, impurities and refueling cost. The rented vehicle is handed over to the customer with a full fuel tank. The customer has to return the rented vehicle at termination of the lease period with a completely filled fuel tank. If the rented vehicle has been returned unfilled, BlackForxx is entitled to charge to the customer the costs of tanking plus a service fee (1,95 EUR/Liter). Our LPG-rented vehicles are delivered exclusively equipped with LPG bottles of the company "Drachen Gas". Rental and returnable bottles from other gas suppliers will not be taken back. In case of loss, BlackForxx is entitled to charge 25 euros for the gas, and the deposit of 65 € (excl. VAT).

8.4. Upon return, the customer receives a return certificate submitted, which is filled by him and BlackForxx or their designees according to a superficial inspection of the rented vehicle. It is only documented hereby - subject to a careful review of the object by BlackForxx -, the external condition and the takeover scope. A careful inspection of the rented vehicle is only possible after return to BlackForxx. Any damage and defects revealed thereby are subject to these general terms and conditions for rent of vehicles and are charged to the customer.

8.5. If the customer fails its obligation to return the rented vehicle on time, BlackForxx is entitled to charge to the customer a daily rate based on the agreed rate and the costs caused by the return delay for each calendar day exceeded until the effective return of the rented vehicle to the customer. During this time, the obligations of the customer arising from this rental contract continue to apply.