

General Rental Terms and Conditions for Companies (GTC)

Note: These General Terms and Conditions are governed by German law (BGB/HGB). References to statutory provisions (§§) refer to the German Civil Code (BGB), German Commercial Code (HGB), and other applicable German legislation. The German version shall prevail in case of any discrepancy.

1. Scope of Application

- 1.1. These General Rental Terms and Conditions apply to all agreements concluded by **brecom e.K.** (hereinafter referred to as the “Lessor”) concerning the temporary provision for consideration of technical plants, systems, machinery, equipment, components, accessories, software and technical documentation (collectively, the “Rental Equipment”) to entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – “BGB”), legal entities under public law and special funds under public law (hereinafter referred to as the “Customer”).
- 1.2. These Rental Terms and Conditions also apply to all future rental agreements with the same Customer without the Lessor having to refer to them again.
- 1.3. Any conflicting or supplementary general terms and conditions of the Customer shall apply only if the Lessor has expressly agreed to their validity in text form. This shall also apply if the Lessor performs the service without reservation while being aware of the Customer’s conflicting or deviating terms and conditions.
- 1.4. Individual agreements and provisions in the respective quotation, order confirmation, rental agreement or handover report shall take precedence over these Rental Terms and Conditions. In all other respects, these Rental Terms and Conditions shall apply.
- 1.5. These Rental Terms and Conditions shall not apply insofar as the Customer is a consumer.

2. Conclusion of the Agreement and Contract Documents

- 2.1. The Lessor’s quotations are non-binding unless they are expressly designated as binding. A rental agreement shall only be concluded upon the Lessor’s order confirmation in text form or upon the actual handover of the Rental Equipment.
- 2.2. The scope and content of the rental shall be governed exclusively by the written order confirmation, the rental agreement, the appendices referred to therein and the handover report. Verbal collateral agreements shall require confirmation in text form in order to be effective.
- 2.3. The Customer shall provide the Lessor with all information required for the selection, provision and safe use of the Rental Equipment in full and in a correct manner. This shall include, in particular, the intended place of use, the intended purpose, the period of use, the operating conditions, the required performance data, media and connections, as well as any particular hazards or environmental conditions.
- 2.4. The Lessor shall be entitled to reject an order or make the provision of the Rental Equipment conditional upon the provision of reasonable security if the required information is missing, safe use cannot be guaranteed or there are justified doubts as to the Customer’s ability to pay.

3. Rental Equipment and Condition

- 3.1. The specific Rental Equipment shall be described in the rental agreement or order confirmation by type, model, serial number, technical condition and, where applicable, accessories. Technical data, illustrations, weights and performance specifications in brochures or on websites shall serve only as descriptions unless they have been expressly agreed as binding.

- 3.2. The Lessor shall provide the Rental Equipment in the condition documented in the handover report. The Customer shall inspect the Rental Equipment upon handover and immediately record any apparent defects, missing parts or damage in the handover report. If no such record is made, the Rental Equipment shall be deemed to have been handed over properly and completely insofar as the defect was apparent upon handover.
- 3.3. The Rental Equipment shall remain the property of the Lessor throughout the entire rental period. The Customer may neither pledge, transfer by way of security, sell, donate or encumber the Rental Equipment nor grant third parties any rights in it.
- 3.4. Unless otherwise agreed, technical documentation, operating instructions, inspection certificates and other documents shall remain the property or intellectual property of the Lessor or of the respective rights holder. The Customer may use them only for the contractual operation of the Rental Equipment and may not reproduce them or make them available to third parties without the Lessor's consent, unless this is permitted by law.

4. Rental Period and Commencement of the Rental

- 4.1. The rental period shall commence at the time agreed in the rental agreement or order confirmation. If no commencement date has been agreed, the rental period shall commence upon handover to the Customer or to the recipient designated by the Customer, or upon the Rental Equipment being made available for collection.
- 4.2. In the case of a fixed-term rental, the rental period shall end upon expiry of the agreed end date and time. Tacit renewal of the rental relationship is excluded. If the Customer continues to use the Rental Equipment after expiry of the rental period, the rental relationship shall not be automatically extended; the Customer shall owe at least the agreed pro rata rent for the duration of the withholding of the Rental Equipment. The Lessor's further claims shall remain unaffected.
- 4.3. Any extension of the rental period shall require the Lessor's prior confirmation in text form. The Lessor shall not be obliged to agree to an extension, in particular if the Rental Equipment has been otherwise allocated or scheduled.
- 4.4. The Customer shall make the Rental Equipment available for return in sufficient time to ensure that the return can take place no later than at the end of the rental period. Delays attributable to the Customer shall not extend the rental period for the Customer's benefit.

5. Handover, Transport and Passing of Risk

- 5.1. Unless otherwise agreed, handover shall take place at the Lessor's registered office. The Customer shall bear the costs and risk of transporting the Rental Equipment to and from the place of use. Risk shall pass to the Customer upon handover of the Rental Equipment to the Customer, the carrier or any other person engaged by the Customer.
- 5.2. If the Lessor has undertaken delivery or collection, this shall be carried out at the Customer's expense unless expressly agreed otherwise. Delivery and collection dates shall be binding only if they have been expressly confirmed as binding.
- 5.3. The Customer shall ensure that the place of use is accessible, suitable and sufficiently prepared at the agreed time. In particular, the Customer shall be responsible for access routes, standing areas, lifting equipment, energy and media connections, the required permits and compliance with safety and environmental protection requirements.
- 5.4. Delays attributable to the Customer, its employees, agents, vicarious agents or other third parties engaged by the Customer shall be charged to the Customer based on the

expenses incurred. This shall also apply to unsuccessful journeys, waiting times, additional transport and renewed provision of the Rental Equipment.

6. Customer's Obligations During the Rental Period

- 6.1. The Customer may use the Rental Equipment only as intended, in accordance with the rental agreement, the operating instructions, the technical documentation and the applicable statutory provisions. The Rental Equipment may be operated only by persons who are suitable, instructed and, where required, appropriately qualified.
- 6.2. The Customer shall be responsible for selecting the place of use, checking the operating conditions and ensuring that the Rental Equipment is suitable for the purpose intended by the Customer. Unless expressly agreed as a separate service, the Lessor shall not be responsible for inspecting, planning or monitoring the Customer's specific operating procedures.
- 6.3. Before each commissioning, the Customer shall in particular check:
 - a) the completeness and operational readiness of the Rental Equipment;
 - b) the safe condition of all lines, connections, protective devices and fastenings;
 - c) compliance with the permissible operating pressures, temperatures, loads, speeds and other limit values;
 - d) the suitability and purity of the media, gases, liquids and operating materials used;
 - e) proper earthing, ventilation, protection and other safety-relevant infrastructure; and
 - f) the existence of all required permits, inspections and approvals.
- 6.4. Unless expressly agreed otherwise, the Customer shall provide at its own expense all operating materials, consumables, media, lubricants, filters and other auxiliary materials required for operation. These materials must comply with the Lessor's specifications and the technical requirements of the Rental Equipment.
- 6.5. Without the Lessor's prior consent, the Customer may neither modify or alter the Rental Equipment, connect it to other systems, supplement it with third-party components nor configure it with third-party software if this could impair its safety, functionality, approval or warranty.
- 6.6. The Customer may operate the Rental Equipment only at the agreed place of use. Any relocation to another place shall require the Lessor's prior consent. At the place of use, the Customer shall adequately protect the Rental Equipment against access by unauthorised persons, damage, weather conditions, theft and other risks.
- 6.7. Transfer to third parties, subletting, passing on, lending or any other use by third parties shall be permitted only with the Lessor's prior consent in text form. Even where third-party use has been approved, the Customer shall remain responsible for the acts and omissions of such third parties.
- 6.8. The Customer shall notify the Lessor without undue delay of any operational malfunction, unusual noise, vibration, pressure loss, leakage, error message, damage or other irregularity. In the event of safety-relevant indications, the Customer shall immediately stop operation and secure the Rental Equipment against further damage. Continued use despite a recognisable malfunction shall be at the Customer's own risk.
- 6.9. The Customer may not remove, cover or alter any markings, type plates, warnings, inspection stickers, inventory numbers or ownership labels of the Lessor.

7. Maintenance, Care and Repairs

- 7.1. During the rental period, the Customer shall handle the Rental Equipment with due care, inspect it regularly and maintain it in accordance with the Lessor's instructions.

The Customer shall take all reasonable measures required to prevent damage, wear and corrosion.

- 7.2. Maintenance, repair and modification work may be carried out exclusively by the Lessor or by specialist companies expressly authorised by the Lessor. This shall also apply to opening, dismantling, calibration, parameterisation or the replacement of safety-relevant components.
- 7.3. The Lessor shall be entitled to inspect the Rental Equipment and check its condition during the rental period upon reasonable prior notice. In the event of a justified safety interest or imminent danger, an inspection shall also be permissible without prior notice.
- 7.4. The Lessor shall bear repair and maintenance costs unless the cause falls within the Customer's area of responsibility. The Customer shall bear the costs of damage, malfunctions, increased wear, contamination or functional failures caused, in particular, by improper operation, unsuitable media, impermissible operating conditions, interventions by the Customer, failure to carry out required care or the actions of third parties.
- 7.5. The Customer shall not be entitled to have defects remedied by itself or by third parties and demand reimbursement of the costs, unless the Lessor has previously authorised this in text form or an urgent measure was required to avert immediately impending substantial damage. In such event, the Customer shall inform the Lessor without undue delay and keep the costs as low as possible.

8. Remuneration, Ancillary Costs and Security

- 8.1. The agreed rent shall be subject to the applicable statutory value-added tax. Invoicing shall be carried out for the period agreed in the rental agreement or order confirmation. Unless otherwise agreed, the rent shall be due in advance for the agreed rental period.
- 8.2. Unless expressly agreed otherwise, the rent shall not include, in particular, the costs of transport, delivery, collection, assembly and dismantling, instruction, special cleaning, consumables, operating materials, media, permits, inspections, insurance, waiting times, storage and standing areas, customs clearance or the rectification of damage caused by the Customer.
- 8.3. The Lessor shall be entitled to make the handover or continued use of the Rental Equipment conditional upon full payment of the agreed advance payment, a deposit or other security. The amount and due date of the security shall be set out in the rental agreement or order confirmation.
- 8.4. The deposit shall secure all claims of the Lessor arising from the rental relationship, in particular claims relating to outstanding rent, damage, loss, late return, missing parts, cleaning, transport and other costs. The Lessor may satisfy due claims from the deposit. The Customer shall be obliged to replenish the security immediately upon request.
- 8.5. Invoices shall be paid within the agreed payment period without deduction. Receipt of payment by the Lessor shall be decisive. In the event of default in payment, the statutory consequences of default shall apply. The assertion of further damage caused by default shall remain reserved.
- 8.6. The Customer may set off claims only against counterclaims that are undisputed or have been finally adjudicated. The Customer may exercise a right of retention only in respect of counterclaims arising from the same contractual relationship and only insofar as those counterclaims are undisputed or have been finally adjudicated.
- 8.7. If circumstances become known after conclusion of the agreement that materially call the Customer's creditworthiness into question, the Lessor shall be entitled to perform outstanding services only against advance payment or provision of security. If the

Customer fails to comply within a reasonable period, the Lessor may withdraw from the agreement or terminate it for good cause.

9. Default in Payment and Other Breaches of Duty

- 9.1. In the event of the Customer's default in payment, the Lessor shall be entitled to prohibit further use of the Rental Equipment and, after reasonable notice, demand its return. In the event of imminent danger, unauthorised transfer or a substantial risk to the Rental Equipment, the Lessor may demand its return without prior notice.
- 9.2. The Customer shall enable the Lessor or its authorised representatives to access the Rental Equipment and shall tolerate its repossession. If the Customer refuses or obstructs repossession, the Customer shall bear the resulting costs and shall be liable for any further damage.
- 9.3. In the event of material breaches of contract, in particular non-payment, unauthorised transfer, use contrary to the agreement, substantial danger to the Rental Equipment, failure to provide security or an imminent risk of third-party access to the Rental Equipment, the Lessor may terminate the rental relationship without notice for good cause. Further claims for damages shall remain unaffected.

10. Defects, Malfunctions and Availability

- 10.1. The Customer shall report apparent defects no later than upon handover and any defects arising subsequently without undue delay after discovering them, in text form. The notification shall describe the defect as precisely as possible and contain information regarding the place of use, the operating condition and any measures already taken.
- 10.2. If the Customer fails to provide a proper notice of defect, the Lessor shall not be liable for damage that could have been avoided or limited by timely notification. Until the defect has been clarified, the Customer may continue to operate the Rental Equipment only if this is safe in the circumstances and has been expressly authorised.
- 10.3. The Lessor shall be entitled initially to inspect a reported defect and, at its own discretion, to remedy it, replace the Rental Equipment or provide a technically equivalent solution. The Customer shall provide the Lessor with access and a reasonable opportunity to do so.
- 10.4. An insignificant restriction of usability shall not entitle the Customer to a reduction of the rent. Otherwise, the Customer's rights in respect of a defect shall arise solely in accordance with the statutory provisions and subject to these Rental Terms and Conditions.
- 10.5. In respect of downtime caused by a circumstance for which the Customer is responsible, improper operation, unsuitable operating conditions, lack of cooperation, failure to notify a defect or an intervention by the Customer or third parties, the Customer shall have no claim to a reduction, reimbursement or damages.
- 10.6. The Lessor shall not owe continuous, uninterrupted or minimum availability at any specific level unless such availability has been expressly agreed in text form as a service level or other agreement regarding the agreed quality or condition. Temporary interruptions due to maintenance, repair, inspection, modification, official requirements or force majeure shall remain reserved.

11. Liability of the Lessor

- 11.1. The Lessor shall be liable without limitation:
 - a) in cases of intent and gross negligence;

- b) for damage arising from injury to life, body or health;
 - c) in the event of fraudulent concealment of a defect;
 - d) to the extent of an expressly assumed guarantee;
 - e) under the mandatory provisions of the German Product Liability Act; and
 - f) in all other cases in which a limitation of liability is not legally permissible.
- 11.2. In cases of ordinary negligence, the Lessor shall be liable only for a breach of an obligation the fulfilment of which is essential for the proper performance of the rental agreement and on compliance with which the Customer may regularly rely (cardinal obligation). In such cases, the Lessor's liability shall be limited to the foreseeable damage typical for the agreement at the time of conclusion of the agreement.
- 11.3. To the extent permitted by law, in cases of ordinary negligence the Lessor shall not be liable for indirect or consequential damage, in particular not for:
- a) loss of profit or revenue;
 - b) production or business interruptions;
 - c) loss of use;
 - d) financing costs;
 - e) costs of substitute equipment or substitute services;
 - f) loss, alteration or restoration of data;
 - g) damage to systems, facilities or property not provided by the Lessor as Rental Equipment;
 - h) third-party claims; or
 - i) other pure financial losses,
- 11.4. unless the damage results from a breach of a cardinal obligation and was foreseeable and typical for the agreement to the Lessor at the time of conclusion of the agreement.
- 11.5. In particular, the Lessor shall not be liable for damage resulting from the Customer using the Rental Equipment for a purpose that was not agreed, was not intended or is safety-critical, exceeding operating limits, failing to take required safety measures, using unsuitable media, failing to carry out prescribed inspections or maintenance, or failing to comply with the Lessor's instructions.
- 11.6. The above limitations of liability shall also apply for the benefit of the Lessor's legal representatives, employees, vicarious agents and other authorised representatives.
- 11.7. To the extent the Lessor's liability is excluded or limited, this shall also apply to the personal liability of the persons referred to above.

12. Customer's Responsibility, Damage, Loss and Theft

- 12.1. During the rental period, the Customer shall be responsible for the Rental Equipment and shall secure it against loss, theft, damage, unauthorised use and other impairments.
- 12.2. The Customer shall be liable in accordance with the statutory provisions for all damage to the Rental Equipment and for its loss or destruction caused by the Customer, its employees, agents, vicarious agents, customers, visitors or other third parties engaged by the Customer. This shall apply in particular in the event of improper operation, use contrary to the agreement, failure to secure the Rental Equipment, unauthorised transfer, use of unsuitable operating materials or failure to comply with warnings and operating instructions.
- 12.3. In the event of loss, theft or an economic total loss, the Customer shall reimburse the Lessor for the current value of the Rental Equipment. In the event of damage for which the Customer is responsible, the Customer shall reimburse the necessary repair costs and, in each case, the necessary ancillary and consequential costs. Further claims, in

particular due to late return or lost opportunities for subsequent rental, shall remain reserved insofar as the Customer is responsible for the relevant circumstance.

- 12.4. The Customer shall report any loss, theft, accident, fire, water damage, burglary, third-party access or other substantial damage immediately to the Lessor and, where necessary, to the competent authorities. The Customer shall provide the Lessor with comprehensive assistance in investigating and settling the matter.
- 12.5. Normal wear and tear resulting from use in accordance with the agreement shall not give rise to an obligation on the part of the Customer to pay damages. The agreed use, the rental period, the technical specifications and the condition upon handover shall be decisive.
- 12.6. The Customer shall be obliged, at its own expense, to insure the Rental Equipment adequately against the risks typically arising during the rental period, in particular against machinery breakdown, operating errors, theft, vandalism, fire, escape of water, natural perils and liability claims. The Lessor may request suitable evidence of insurance at any time. If sufficient insurance cover is not maintained, the Customer's statutory liability shall remain unaffected.

13. Indemnification against Third-Party Claims

- 13.1. Upon first demand, the Customer shall indemnify and hold harmless the Lessor against all third-party claims arising from use of the Rental Equipment contrary to the agreement, improper use or use for a purpose other than the intended purpose, from breaches of statutory safety or permit requirements, or from any other breach of duty by the Customer.
- 13.2. The indemnification shall also include reasonable costs of legal defence. The Lessor shall inform the Customer of claims asserted and, insofar as reasonable, give the Customer the opportunity to participate in defending them. The Lessor shall not acknowledge a claim or enter into a settlement without the Customer's consent unless this is necessary to avoid further disadvantages.

14. Return of the Rental Equipment

- 14.1. The Customer shall return the Rental Equipment no later than at the end of the rental period, complete, clean and in working order, together with all accessories, documents and components provided, to the agreed return location. The return shall not be complete until the Lessor has taken receipt of the Rental Equipment and the return has been documented.
- 14.2. Unless expressly agreed otherwise, the Customer shall bear the costs and risk of return. The Rental Equipment shall be packed in a manner suitable for transport and protected against damage.
- 14.3. The Lessor shall be entitled to inspect the Rental Equipment after its return. If damage, missing parts, contamination or excessive wear and tear is identified, the Customer shall reimburse the costs required to remedy the situation insofar as the Customer is responsible for the cause.
- 14.4. In the event of late return, the Customer shall owe the agreed rent or the agreed pro rata rental price for each billing period commenced. The assertion of further damage, in particular due to a prevented subsequent rental, shall remain reserved.
- 14.5. If the Customer fails to return the Rental Equipment on time, the Lessor shall be entitled to collect it, or have it collected, at the Customer's expense insofar as this is necessary and proportionate to enforce the return claim.

15. Termination and Reversal of Performance

- 15.1. The right to extraordinary termination for good cause shall remain unaffected. In particular, good cause for the Lessor shall exist if the Customer:
- a) is in substantial default with a due payment;
 - b) substantially endangers the Rental Equipment or uses it contrary to the agreement;
 - c) transfers the Rental Equipment to third parties without authorisation;
 - d) fails to provide or replenish required security;
 - e) ceases its business operations or an insolvency proceeding is applied for, to the extent permitted by law; or
 - f) breaches any other material contractual obligation despite having been warned.
- 15.2. Upon termination, the Customer shall return the Rental Equipment without undue delay in accordance with the Lessor's instructions. The Customer shall allow the Lessor access to the Rental Equipment and provide all information required for its return.
- 15.3. Termination of the rental relationship shall not affect claims for rent already accrued, compensation for damage, return of the Rental Equipment, surrender of documents or any other claims arising from the settlement of the contractual relationship.

16. Force Majeure and Other Unforeseeable Events

- 16.1. Events of force majeure and other events that were unforeseeable at the time of conclusion of the agreement and for which the Lessor is not responsible, which substantially hinder or temporarily render performance impossible, shall entitle the Lessor to postpone performance for the duration of the impediment or withdraw from the agreement, provided that the impediment is not merely of insignificant duration.
- 16.2. Such events shall include, in particular, natural events, pandemics, war, terrorism, civil unrest, strikes, lockouts, official measures, shortages of energy or raw materials, substantial disruptions to transport or supply chains and operational or supply disruptions at upstream suppliers for which the Lessor is not responsible.
- 16.3. The Lessor shall inform the Customer without undue delay of the occurrence and expected duration of such impediment. In such cases, the Customer's claims for damages shall be excluded within the scope of Section 11 insofar as the Lessor is not responsible for the event.

17. Assignment and Transfer

- 17.1. The Customer may transfer rights and obligations arising from the rental agreement to third parties only with the Lessor's prior consent in text form. This shall apply in particular to the transfer of the rental agreement, the assignment of claims and the contribution or transfer of the Rental Equipment to another company.
- 17.2. The Lessor shall be entitled to transfer rights and obligations arising from the rental agreement to affiliated companies or legal successors, provided that this does not unreasonably impair the Customer's legitimate interests.

18. Applicable Law and Place of Jurisdiction

- 18.1. All legal relationships between the Lessor and the Customer shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The statutory provisions concerning the applicability of mandatory protective provisions of the country in which a consumer has his or her habitual residence shall remain unaffected; agreements under these Rental Terms and Conditions are restricted to entrepreneurs.
- 18.2. The place of jurisdiction for all disputes arising from or in connection with the rental relationship shall be Stuttgart, provided that the Customer is a merchant, a legal entity

under public law or a special fund under public law. The Lessor shall also be entitled to bring an action against the Customer at the Customer's general place of jurisdiction.

- 18.3. The place of performance for all obligations arising from the rental relationship shall, to the extent permitted by law, be the Lessor's registered office. For the return of the Rental Equipment, the return location specified in the rental agreement or order confirmation shall also apply.

19. **Final Provisions**

- 19.1. Amendments and supplements to the rental agreement and these Rental Terms and Conditions shall require text form unless a stricter form is prescribed by law. This shall also apply to any amendment of this requirement of text form.
- 19.2. If any provision of these Rental Terms and Conditions or of the rental agreement is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provision shall replace the invalid or unenforceable provision. If no such statutory provision exists, an effective provision shall be agreed that comes as close as possible to the economic purpose of the invalid provision.
- 19.3. These Rental Terms and Conditions shall be made available to the Customer in a reasonable manner no later than upon conclusion of the agreement. By concluding the agreement, the Customer confirms that it had the opportunity to take notice of them.

Status: August 2026 | This is a translation for reference purposes only. In the event of any discrepancy, the German version shall prevail.