

To the extent the lessee is an entrepreneur for the purpose of para. 14 of the German Civil Code (BGB) and the contract is part of the business of the lessee's company, leasing of mobile heating, cooling and vapor systems will be subject to the following Terms and Conditions of Hotmobil Deutschland GmbH (renter). Further, these Terms and Conditions will apply to the extent the lessee is a corporate body under public law or of the public separate estate:

I. General

1. The following Terms and Conditions will exclusively apply to the leasing of systems and the provision of the associated service and of any associated consultancy services. They will also apply to any future business relations, even if not being expressly agreed upon again.
2. Conflicting terms and conditions will not apply, unless the renter has expressly agreed to them in writing. This General Terms and Conditions will apply even if the renter, with knowledge of any conflicting or deviating terms and conditions of the client, provide the services to the client without reservation or if the renter does not expressly object to the terms and conditions of the client again after receipt. Any deviating and verbal agreements will only be effective if the renter has accepted them in writing or by telefax or email.
3. Personal data is processed in accordance with the applicable data protection provisions of the General Data Protection Regulation (DSGVO).
4. Our company group consists of the divisions ENERENT GmbH, mobiheat GmbH and HOTMOBIL Deutschland GmbH. If one of these entities is not able to process your request for capacity reasons, we will forward it to one of the above-mentioned affiliated companies on the basis of our legitimate interest pursuant to Art. 6 para. 1 lit. f GDPR. Each entity acts independently, i.e. if you wish to submit data subject rights, you can address them to any of the three corporate entities. Further information can be found in our privacy policy under [Privacy Policy | HOTMOBIL](#).

II. Offer and Conclusion of Contract

1. The renter reserves the right to make design modifications or shape changes, to use equivalent or better components and / or materials as well to change the delivery contents even during the period of time between the

conclusion of the contract and the delivery of the system provided the intended use will not be negatively affected thereby.

2. The renter reserves the title, the copyrights, and any other rights in and to the documentation that is part of any offer (e.g., illustrations, drawings, labeling). They must not be disclosed to any third parties, unless it has expressly been stated that they are to be circulated.
3. All offers are subject to change. Any transactions and other agreements must be confirmed by us in writing in order to be binding.

III. Period of Lease and Intended Purpose

1. Any lease contract regarding the system/s will be of a definite duration. If nothing to the contrary has been agreed, the minimum term of lease is 5 working days. In addition, the agreed lease price shall only apply if minimum 90% of the agreed leasing term of an order has been completed. If this is not the case, the renter reserves the right to adapt the leasing price based on the currently valid price list.
2. The tenancy may only be terminated by giving at least five working days' notice to the end of the tenancy. If the last day of the notice period falls on a Sunday, a state-recognised public holiday or a Saturday, the next working day shall take its place.
3. The period of lease will start at the date of delivery and will end at the date of collection, with the date of delivery and the date of collection being part of the period of lease.
4. If, during commissioning of the system/s or during operation, any defect occurs the renter is responsible for and which requires decommissioning, the period of lease will be suspended from the occurrence of the defect until its remedy provided that the lessee has informed us about such defect without undue delay.
5. The lessee must not use the system/s or any part thereof for any other buildings than those agreed by contract and must not take the system/s or any part thereof to any other places than those agreed by contract. Without a prior written approval, the lessee will not be allowed to permit the use of the system/s to any third party or to sub-lease the system/s to any third party. The withholding of such approval by us will not lead to the lessee becoming entitled to terminate the lease contract for cause.
6. The system has to be operated by technically qualified staff usually of an approved specialized

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company and according to the generally recognized codes of practice. The renter has to be informed, without undue delay, about any maintenance work that has been carried out.

7. No modifications of any kind must be made to any hydraulic, electrical or otherwise mounted equipment. Any costs incurred due to restoration will be charged separately by the renter.
8. Any intervention into the leased item requires the lessor's prior written confirmation. This provision does not apply to any operating elements which are, according to the operating instructions, required for operating the leased item. This provision also applies to any ancillary components of the leased item such as hose connections.

IV. Prices

The prices will be separately stipulated in the lease contract and will be based on the requested period of lease and on the price list as amended from time to time. Any shortening of the period of lease of 10% or more relating to the agreed term of the lease contract will lead to the lessor becoming entitled to an adjustment of the lease costs based on the currently valid price list. A lease extension by the lessee shall be excluded from this stipulation. Billing will be done based on the actually accumulated lease days. The weekly rate equals to 7 calendar days and the monthly rate to 28, 30 and 31 calendar days.

All prices are subject to VAT and are denominated in euros. If the lessee has requested to effect a machine collision damage insurance and a third-party insurance, such insurance will be shown separately. Any costs in this respect shall be borne by the lessee.

V. Terms of Payment

1. The terms of payment will arise from the lease contract. If no terms of payment are explicitly mentioned, the standard cost rates of 14 days net after receipt of the invoice shall apply.
2. In case of any default in payment, lessor shall be entitled to charge interest on arrears of 8% above the respective base interest rate (para. 288 of the German Civil Code (BGB)). To the extent there is a legal basis, the renter will be entitled to charge higher interests. The renter reserves the right to claim further damages for default in payment.

3. For each payment reminder dunning costs in the amount of EUR 20.00 will be charged as a lump sum.
4. If the lessee is in default and does, despite prior warning, not pay the arrears within a reasonable period of time, the renter will be entitled to terminate the lease contract without notice.
5. Regardless of any terms of redemption communicated by the client, incoming partial payments without terms of redemption will at first be credited against any costs, interest receivable and then against the older arrears. The renter will provide the client with corresponding statements in this regard.
6. Payment will only be considered as having been made if the renter can freely dispose of the respective amount.
7. If the renter becomes aware of any circumstances that could affect the lessee's credit standing or in case a check cannot be cashed, the renter will be entitled to invoice the whole balance due until the anticipated end of the period of lease and to demand advance payments or securities.
8. The lessee may only offset, withhold or reduce certain amounts if the respective counterclaims have become res judicata or are undisputed.

VI. Time for Delivery and for Performance

1. Any delays in the delivery and collection as well in the installation and commissioning of the system/s which are the result of the condition and nature of the operating site (plot of land or buildings and building installations) will be for the lessee' account.
Additional expenses due to delays in the delivery and collection of the system/s caused by circumstances which were not foreseeable and which the renter was not responsible for (e.g. traffic jam, operating troubles) will not be borne.
2. In cases of force majeure, the lessor shall be released from the obligation to deliver. This shall not constitute a breach of contract and the lessee shall not be entitled to any claims against the lessor as a result.
3. Force majeure shall be any event beyond the Lessor's control as a result of which the Lessor is prevented in whole or in part from fulfilling its obligations, including war (with or without a declaration of war), terrorism, fire damage, floods and other natural disasters, strikes and lockouts, embargoes, sovereign acts, pandemics or epidemics, as well as operational disruptions or official decrees for which the Lessor is not

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responsible. Supply difficulties and other disruptions of performance on the part of the Lessor's upstream suppliers shall be deemed to be force majeure if the upstream supplier, for its part, is prevented from providing the service incumbent upon it by an event pursuant to sentence 1 of this paragraph. 4.

4. The lessor undertakes to notify the lessee immediately of the occurrence of force majeure.

VII. Rights of the Lessee in Case of Defects

1. The renter has to be informed, in writing or by telex, about any defects without undue delay, however, no later than within a preclusive period of two days following receipt of the goods or occurrence of the defect.
2. No warranty will be given as regards any failure of the system/s and the resulting damage suffered by the lessee which has been caused by inadequate or improper use, installation or commissioning or decommissioning by the lessee or any third party, by natural wear and tear, incorrect or careless handling, inappropriate production facilities, incorrect burner settings, inappropriate fuels and chemical or electrochemical and electrical influences, to the extent they are not attributable to the renters fault, by failure to observe the installation, operating and maintenance instructions and inappropriate changes or corrective maintenance work by the contractual partner or any third parties and by effects of any parts of different origin (e.g. external boiler control units). Warranty as regards the water heaters will only be given if the water to be heated is of drinking water quality. The fill-up water and make-up water has to meet the requirements of the VDI Guideline 2035. If untreated or differently treated heating water is filled into the heating system, the operator / lessee will be liable for any consequential damage (e.g. damage to the boiler caused by overheating due to scaling).
3. The renter expressly points out that there are no warranty obligations if wearing parts, such as burner nozzles, low-emission burner guns, fuses, gaskets, combustion chamber lining or flame-swept parts of the ignition or control devices, are worn out through normal, usage-related wear and tear.
4. Further, the renter will not be liable for any failures of the system/s which have been caused by air pollution, such as heavy dust accumulation or aggressive vapors, by oxygen corrosion (e.g.

through the use of non-diffusion-resistant plastic pipes in floor heating systems), by setting up the system in inappropriate rooms or by its continued use after detection of defects.

5. The lessee has to ensure that the system/s are kept locked and are secured against any unauthorized access at any time. The renter will assume no liability for any consequential damage caused in connection with unauthorized access or directly by any acts of unauthorized persons.

VIII. Liability

1. Except in the case of willful or gross negligence and unless otherwise provided for by the following terms and conditions, no damages can be claimed regardless of the type of the breach of duty, including tort. This applies, in particular, to damages resulting from the operator's duties. Unless otherwise agreed, the renter is not the operator of the equipment and, therefore, cannot be made responsible for the duties resulting from the operation of the equipment.
2. In case of breach of fundamental contractual obligations, the renter will assume liability for each case of negligence, but only up to the amount of the foreseeable typical damage. The lessee can make no claims to lost profits, saved expenditures, from third-party claims for damages and to any other consequential or indirect damage, unless a quality feature of the system which has been guaranteed by us aims exactly to protect the lessee against such damage.
3. Those limitations of liability and exclusions mentioned under no. 1 and 2 will neither apply to any claims that are based on fraudulent behavior on the part nor in case of liability for guaranteed quality features, for claims in accordance with the German Product Liability Act (Produkthaftungsgesetz) and for any damage due to injury to life, body or health.
4. The aforementioned exclusions of liability will also apply to employees, workers, representatives and agents of the renter.

IX. Insurance of the Lessor, Right to Inspection and Right to Examination

1. The lessee shall treat the system/s with care and in a workmanlike manner, observe all instructions and technical rules applicable to its operation and check it at regular intervals. In particular, the lessee has to return the system/s in the same condition as it was received.

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2. All system/s are insured against operational risk.
3. Any further risks, including, but not limited to, the water protection risk, will be borne by the lessee.
4. The lessee will be liable for any damage (such as damage due to an accident, loss, theft or inappropriate operation of the system/s) for the repair costs, for the replacement value of the system/s less the residual value in case of an actual total loss. In addition to that, the lessee will also be liable for any consequential damage, including, but not limited to, impairment of value, towing charges, expert's fees and an administration fee.
5. In case of any damage to the system/s during the period of lease, the lessee will be obliged to inform the lessor in detail and in writing about the event that has caused such damage without undue delay.
6. The lessee shall take any steps which are useful or advantageous to shed light upon the damaging event. In particular, this means that the lessee will have to answer truthfully and completely any questions regarding the circumstances of the damaging event.
7. Upon the lessee's request, and thus at the lessee's expense, the renter will effect a machine collision damage insurance and a third-party insurance.
8. The renter reserve the right to inspect and examine the system/s at any time or to have the system/s inspected and examined at any time and at own expense.
9. After expiration of the period of lease or, in case of default in payment of more than five days, the renter will be entitled to recover possession of the system/s or to request and enforce the assignment of the lessee's rights to recover possession against any third parties.

X. Copyrights & rights to related property rights

1. At the documents received in the course of the conclusion of the contract, images, operating instructions, terms and conditions etc.) in electronic and written form, the customer acquires simple and non-transferable usage rights for their own purposes.
2. The contractual partner is forbidden to copy, change or duplicate these documents for their own use in legal traffic. Any use of these documents that go beyond the internal purposes requires the previous, separate and express consent from HOTMOBIL in text form. Furthermore, HOTMOBIL is not liable for

protective or copyright damage from third parties, which arise from the contractual partner's use contrary to the contract.

XI. Applicable Law / Contractual Language

The laws of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods will apply. The contractual language is German.

Any disputes arising directly or indirectly from the contractual relationship shall be exclusively settled by the competent courts at the renter's principal place of business. Further, the renter will be entitled to take action before the competent courts at the lessee's place of business.

XII. Miscellaneous

1. If a provision of this contract is or becomes inoperative or if the contract contains a so-called lacuna, this will not affect the validity of the remaining content of the contract.
2. Any inoperative provisions or so-called lacunas shall, to the extent this is compatible with the purpose of the contract, be replaced by other provisions which lead to the same result in legal terms and to a similar result which, in good faith, can be deemed acceptable to the contractual parties.
3. Further oral collateral agreements do not exist. Any modifications or amendments to this contract must be made in writing and must be approved by the other contractual party in order to be effective. The same applies to the waiver of the requirement of written form.

Translation for information purposes only.

The German General Terms and Conditions shall apply.

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