

MONTI WERKZEUGE GmbH
GENERAL TERMS AND CONDITIONS
ADDENDUM - RENTAL CONDITIONS

1. Obligations of Customer

1.1. The rental objects may be used only for their intended purpose - including for safety reasons. Customer is obligated to handle the rental object properly and exercise due care while respecting and abiding by all applicable regulations and technical rules pertaining to its use. Customer is obligated to ensure the rental objects are operated exclusively by trained and certified specialists.

1.2. Customer must carefully store the rental object, in particular securing it against theft and protecting it against fire and atmospheric influences. Customer is obligated to inform MONTI of any attempts by third parties to access the rental object, for example by attachment or seizure, as well as any damage to or loss of the rental object without undue delay.

1.3. Customer may not customize, modify or have customized or modified any rental object and / or sublet any rental object. The rental object may only be employed in its original condition.

2. Security deposit

A security deposit, the amount of which shall be determined by MONTI, shall be set by the contracting parties. The security deposit shall be refunded to Customer while offsetting any claims of MONTI upon return of the rental object in a proper condition. The amount of MONTI's claim shall not be limited by the security deposit.

3. Handover of the rental object

3.1. Handover of the rental object shall generally be ex warehouse MONTI. Customer shall be responsible for transport of the rental object from MONTI and back. Customer shall bear the risk of transport.

3.2. In the event of a special agreement between MONTI and Customer, the rental object may be delivered to Customer, set up, dismantled and collected again. Delivery and installation as well as dismantling and return transport shall be at the risk of Customer, even if MONTI or its authorized representatives carry out the transport. The costs incurred shall be invoiced to Customer separately.

3.3. All rental objects are in a perfect, reliable operating condition upon commencement of the rental period. When provided the rental objects, Customer must ensure that such are in perfect condition and check to make sure that no objects or accessories are missing. MONTI is ready and willing to help in the inspection of the rental object if so desired.

3.4. If Customer discovers any defects in this inspection - regardless of the type - it must notify MONTI in writing without undue delay. Customer shall confirm with its signature that it has been provided the rental objects in perfect condition; subsequent assertion of claims for damage is thus excluded. If any defects are present, Customer may not use the rental object without the express permission of MONTI.

4. Liability on the part of Customer

4.1. Customer shall be liable for all damage to the rental object caused by willful intent, negligence (even the slightest), improper use or other circumstances for which it is responsible (use by unauthorized persons). It shall also be liable for any damage caused by third parties.

4.2. Customer shall be liable for loss of the rental object regardless of whether the loss is due to circumstances for which Customer is responsible. In the event of loss or damage to the rental object or accessories, the respective parts involved shall be charged at the manufacturer's list price unless the damage is due to normal wear and tear. No deductions shall be undertaken based on the principle of "new for old".

5. Notification obligation

Customer is obligated to notify MONTI immediately in writing about any damage to the rental object, irrespective of whether this damage is due to natural wear and tear or is the responsibility of MONTI. It is not permitted to use a damaged rental object or a rental object that is not safe to operate. The rental object may not be opened or repaired by Customer or any third person. Any and all repairs are to be carried out by MONTI or a person commissioned and approved by MONTI. During the period in which the repair is being performed, MONTI shall make available to Customer a comparable rental object insofar as this is possible. During the period in which the repair is being performed, Customer shall not be exempt from its obligation to pay the rent. The same applies if the rental object is lost if Customer is responsible for the damage or loss. The repair costs shall be borne by Customer if it is responsible for the damage to the rental object.

6. Termination

MONTI is entitled to terminate the Agreement without notice if Customer fails to use the rental unit properly or allows third parties to use the rental object without MONTI's written consent or does not immediately pay arrears on rent in the required form of payment despite being so requested by MONTI. In the event of immediate termination of the rental agreement without notice, MONTI shall be entitled to demand return of the rental object without undue delay.

7. Final stipulations

The General Terms and Conditions shall apply to the parties. In the event of any conflict, the Addendum Rental Conditions shall take precedence.