



General Standard Terms and Conditions for Rental (Version 2019)

These Terms are applicable on all quotations, rental agreements, deliveries and all other performances as well as invoices from P+M Schweißtechnik Vertriebs – GmbH (hereafter P+M Schweißtechnik) and for payments to P+M Schweißtechnik. Divergent conditions of Lessee are only valid in case P+M Schweißtechnik has accepted these in writing.

1. Quotations

All quotations / proposals of P+M Schweißtechnik are subject to change without notice and without obligation. Validity of all quotations expires automatically 30 days after quotation date. Availability of the rental equipment offered in P+M Schweißtechnik quotations is subject to prior sale and / or rental. All documents attached to quotations such as drawings, pictures, dimensions, weights, capacities do only contain approximate details.

2. Prices and taxes

All prices are offered in Euro excluding VAT, packaging, documents, service, fuel, wear parts. Furthermore, the following costs are also not included (a) transport costs and transport insurance; costs for repairs conducted by P+M Schweißtechnik or on behalf of P+M Schweißtechnik. The rental fee is calculated on the basis of 8 hours a day, 40 hours a week and 160 hours per month. For rentals in 2 or 3 shifts, 75 % of the rental amount is charged for the second shift and 50 % of the rental price for the third shift. The rent is calculated monthly. Individual days are billed on a weekly basis. Without written consent of P+M Schweißtechnik additional working hours for the rented items are not allowed. P+M Schweißtechnik has the right to change the rental rates. All taxes or duties levied outside Germany are the sole responsibility of Lessee. If applicable, MEPR will charge VAT and other government levies in accordance with applicable (international) laws and regulations, if necessary also afterwards.

3. Rental period

Unless otherwise agreed in writing, the lease will be concluded for an unlimited period of time. The minimum rental period is 1 week. If a rental period has been agreed, the renter is obliged to inform P+M Schweißtechnik about the use outside of the agreed rental periods. The rental period begins on the date on which the rented item with all the components important for its operation is handed over to the contract partner for transport, or, if collection by the customer of the item has been agreed by the contracting partner, on the date for which the pickup was agreed. Unless otherwise agreed in writing, the lease may be terminated without compliance with a notice period by the parties. The rental period ends

on the date on which the rented item with all the components important for its operation is handed over and accepted to the warehouse of P+M Schweißtechnik or a location specified by P+M Schweißtechnik. In case of a total loss of an item, the rental contract is in effect and will only end if the contract partner confirmed the loss to P+M Schweißtechnik and the loss is charged to the contract partner. Delay, which does not make it possible to access the material, will be charged to the contract partner.

4. Deposit

At the first request of P+M Schweißtechnik, the contracting partner deposits an amount in an appropriate level, which is determined by P+M Schweißtechnik for the fulfilment of its obligations within the framework of the contractual relationship. This can also be required after closing of the contractual relationship. The deposit will be offset, after closing of the contractual relationship and return of the item to P+M Schweißtechnik by the contract partner and acceptance of P+M Schweißtechnik. P+M Schweißtechnik is not obliged to pay interest for this deposit.

5. Liability

From the moment when the rental item of P + M Schweißtechnik was delivered to the contract partner and accepted by the contract partner until the date on which the rented item is returned by the contract partner to P + M Schweißtechnik and accepted by P+M Schweißtechnik, the contract partner bears all risks associated with the rental item. The risk for the loading and unloading of the rental item bears the contract partner at any time, it doesn't matter if the rental item is delivered by P+M Schweißtechnik or picked up. If the transport of the rented item to or from the place of use transferred to third parties, the contract partner bears all risks, regardless of who has commissioned the transport. P+M Schweißtechnik is neither obliged to pay compensation for personal injuries or material damages, which are direct or indirect visible or hidden defects of the rental item, sub-standard material, improper repairs or something similar can be attributed; even for lost business, failures, labour costs (these points are only for example and not limiting) including damages of any type, unless there is intentional misconduct or gross negligence (Intentional or gross negligence) on the part of P+M Schweißtechnik. If the landlord is responsible, the liability is limited to the rental price of the machine for the rental period. The contract partner gives the landlord reasonable time and opportunity to resolve any causes for which the landlord is liable before the contract partner incurs any costs and / or remedies the damage at his own expense. The landlord is not liable if the tenant fails to do so. The landlord is not liable if the contract partner has further coverage by an insurance company. Liability for property damage is limited to the costs of replacement parts. The liability is increased only by the conclusion of a corresponding insurance. The contract partner shall be liable towards the P+M Schweißtechnik for any damages, in whatever name, which have done or induced at the rental item, it doesn't matter, if the contract partner, third parties or other circumstances of force majeure are liable.

6. Insurance

Lessee shall conclude at its own Costs following insurances for the rented Equipment.
Hull: all risks cover including theft, loss, disappearance, Flood, earthquake, Inundation,

land/rock slide. The insured value will be based on the original price of the rented item stated by P+M Schweißtechnik. Liability: cover for bodily injury, death, or property Damage including any consequential loss ther of arising out of the use, Operation, handling, Transportation of the rented Equipment. The Minimum insure Limit will be (equivalent of) EUR 5.000.000 per single limit occurrence. Insurances referred to will in all cases be deemed to be the primary insurance, and will provide that the insurers waive any right of subrogation against P+M Schweißtechnik. P+M Schweißtechnik will be named as co-insured and/or additional beneficiary in the policies. Lessee will supply P+M Schweißtechnik with a certificate and/or proper proof of the existence of the insurance policies including payment thereof. Parties must also take out all compulsory insurance as required by law.

7. Use, repair & maintenance

Use: All rental equipment is only to be used according to manufacturer's purposes, has to be returned in the same condition as it was received, except for normal wear and tear. Operating Manuals, spare parts Manuals and applicable certificates or copies hereof can send to Lessee via e-mail if needed. All cost caused by incorrect use/transport, improper repair / maintenance or changes to the rental equipment will be charged to Lessee at the end of the period of rental. After each month of rental, Lessee is obliged to report to P+M Schweißtechnik the conducted services and working hours.

Repair: In case of any damage or breakdown of the rental equipment during the period of rental, Lessee is to report these in writing directly indicating the cause of the damage or breakdown, the serial number and location of each piece of the affected rental equipment. Provided the breakdown is caused by normal wear and tear, standstill will apply as from the date of breakdown: this means that the period of rental will be suspended and during this suspension no rental payments will be charged for the specific piece of rental equipment. The rental equipment will be repaired or replaced as soon as possible in case of failure or breakdown. For inspection or repair, the location of the rental item is accessible for P+M Schweißtechnik employees. Breakdown or failure of 'options', not necessary for normal basic use of the rental equipment, is no reason to claim standstill.

In case Lessee and P+M Schweißtechnik disagree about the cause of damage or breakdown, parties can ask a third party's judgment. E.g. from an independent expert the parties can agree on. This judgement is binding upon the parties. All costs for repairs and spare parts, as far as normal wear and tear are concerned, are borne by the Lessee. Wear is based upon normal to heavy use of the rental equipment. In case wear turned out to be disproportionate, P+M Schweißtechnik has the right to charge to Lessee the costs of repair or even exchange. P+M Schweißtechnik reserves the right of daily inspection of the rental equipment.

Maintenance: The daily maintenance with lubricants, antifreeze etc. is up to the Lessee. In case incorrect or incomplete daily maintenance is observed, the costs of the Service Interval is for the account of Lessee.

8. Ownership

All rental equipment shall always be and remain the sole property of P+M Schweißtechnik. The renter is not entitled to change the color of the goods, to pledge or to make any other changes. If Lessee deliberately appropriates the rented equipment, this will be regarded as embezzlement. The rental equipment, or any part hereof, shall not be sub-rented, re-rented or lent to any third party without prior written permission from P+M Schweißtechnik. If the lessee has not returned back the rental item or the relevant accessories to P+M Schweißtechnik, the lessee has to pay for the rental item or the relevant accessories an amount on the basis of the replacement value.

9. Invoices, payments, default

Invoices will be sent at the end of each week. Payment term is: within thirty (30) days from invoicing date. When overdue the Lessee has to pay interest in the amount of 2 % per month or the proportion for every started calendar day overdue after the due date of the payment. All payments have to be paid in the office of P+M Schweißtechnik or per bank transfer to an amount which is named by P+M Schweißtechnik without any discounts or setoffs. Any extrajudicial collection costs have to be paid by the Lessee. If Lessee doesn't fulfill its obligation in time, P+M Schweißtechnik is entitled to close the contractual relationship extrajudicial and to take the rental item back into their possession. Payments made by the customer shall always initially serve to fulfill debts owed, then to cover interest that becomes payable and then to pay invoices due that have been outstanding the longest even if the customer states that payment relates to a later invoice. The order can change by P+M Schweißtechnik.

10. Other

The lessee has to pay cleaning costs for the rental item upon return, if the rental item is not in the same condition after cleaning.

For offshore material special conditions and prices are applicable. These conditions are available on request.

Each rental of a single material constitutes a separate contract, separate from other rentals.