

STANDARD TERMS AND CONDITIONS

Lotsenbüro - Hire

These conditions apply to all contracts for the hire of equipment by Lotsenbüro für temporäre Bauten und mobile Lösungen GmbH and shall apply in place of and prevail over any terms or conditions contained or referred to in any hirer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed to in writing by a director of Lotsenbüro für temporäre Bauten und mobile Lösungen GmbH.

1.	DEFINITIONS
1.1	The following definitions and rules of interpretation apply to this Hire Contract:
	"the Owner" means Lotsenbüro für temporäre Bauten und mobile Lösungen GmbH (registration number HRB 142831 and registered at the local court of Hamburg) whose registered address is Kressenweg 10, 22549 Hamburg.
	"the Hirer" means the firm, company, corporation or authority specified as the hirer of the Equipment and includes his/her, its or their successors or personal representatives.
	"Equipment" means the equipment listed in the Quotation and any other equipment or goods of any nature whatsoever provided by the Owner to the Hirer in accordance with these conditions.
	"Force Majeure Event" means any event where a party fails to perform one or more of its contractual duties provided that (i) such party's failure to perform was caused by an impediment beyond its reasonable control, (ii) it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract and (iii) it could not reasonably have avoided or overcome the effects of the impediment. This includes in particular, but not limited to that, the following events: an act of God, war, military or terrorist activity, civil unrest, national strike, lock-out or trade dispute or labour disturbance, government intervention, pandemic, epidemic, fire, flood, storm or adverse weather conditions or impossibility in the expense in obtaining workmen, materials or transport.
	"BGB" means the German Civil Code (Bürgerliches Gesetzbuch, abbrev. BGB).
	"Hire Contract" means the contract between the Owner and the Hirer in connection with the hire of the Equipment incorporating these conditions, the Quotation and the Order (where applicable).
	"Hire Period" means the period during which the Equipment is hired by the Owner to the Hirer under the Hire Contract (and, if the Hire Contract subsists for different periods in relation to different items of Equipment, as the context requires or permits the period during which each item of Equipment is hired by the Owner to the Hirer) and includes any period during which the Equipment is in the possession or under the control of the Hirer otherwise than with the consent of the Owner.
	"in writing" means written form pursuant to Sec. 126 BGB, electronic form pursuant to Sec. 126a BGB and text form pursuant to Sec. 126b BGB.
	"Minimum Hire Period" means either the minimum fixed term period for which the Equipment is capable of being hired as stated in the Quotation or (in the event that no such period is specified in the Quotation) as agreed between the Hirer and the Owner and stated in the Hire Contract.
	"Minimum Hire Charge" means the minimum amount charged by the Owner for the Minimum Hire Period as stated in the Quotation or (in the event that no such period is specified in the Quotation) as agreed between the Hirer and the Owner and stated in the Hire Contract.

	"the Site" means where the Equipment is or is to be located during the Hire Period.
	"the Order" has the meaning given to it in clause 1.2.+
	"the Quotation" means the non-binding document provided by the Owner setting out the Charges, a list of the Equipment and any Minimum Hire Period.
	"the Charges" means the total amount payable by the Hirer for the hire of the Equipment as set out in the Quotation or (in the event that no Quotation is provided by the Owner to the Hirer) as agreed in writing between the Owner and the Hirer.
	"Deposit" means any deposit amount set out in the Hire Contract or the Quotation.
	"Business Day" means a day, other than a Saturday, Sunday, or public holiday in Germany.
	"Total Loss" means the Equipment is, in the Owner's reasonable opinion or in the opinion of the insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
	"Renewal Period" means any extension of the Minimum Hire Period.
1.2	Each Quotation constitutes an invitation for the Hirer to place an order with the Owner. A firm offer to form the Hire Contract will have occurred if the Hirer (i) signs and returns the Quotation or agreed terms; (ii) sends a written communication confirming that it wishes to proceed with the order; or (iii) issues a purchase order to the Owner. No Hire Contract is formed until the Owner has (i) returned a counter-signed copy of the Quotation or agreed terms; (ii) issued a rental confirmation or (iii) sent the Client an electronic communication confirming that it has accepted the order (each constituting an "Order") save that the Owner shall be under no obligation to perform any of its obligations hereunder until the Hirer has paid the Deposit and delivery charges to the Owner (where applicable).
2.	CONSENTS LICENCES AND PERMISSIONS
2.1	The Hirer shall obtain and maintain in force at all times all permissions, consents and licences required for the Equipment or for the erection, installation or operation of the Equipment or any part of it under any applicable statute, regulation or bye-law and comply with any conditions imposed therein.
2.2	The Owner shall not, other than in exercise of its rights under the Hire Contract or applicable law, interfere with the Hirer's quiet possession of the Equipment.
2.3	The Owner reserves all intellectual property rights in or relating to the Equipment, including copyright and/or license in all drawings, plans, diagrams, operation or installation manuals, specifications, lists of components, illustrations and images of the Equipment or any part of it, all rights in all designs of or relating to the Equipment or any part of it prepared or created by the Owner and all rights in the trade and service marks (registered and unregistered) used by the Owner in connection with the Equipment or any part of it and the Hirer hereby acknowledges that it shall not acquire any such rights and that all such rights are, and shall remain, vested in the Owner.
3.	DELIVERY
3.1	The following clauses 3.2 – 3.7 only apply if the Owner and the Hirer have agreed in writing that the Equipment under the Hire Contract shall be delivered by the Owner to the Hirer. These clauses do not apply if the Hirer has agreed to collect the Equipment from the Owner himself or if the Hirer has commissioned a third party with the delivery of the Equipment from the Owner to the Hirer.
3.2	Delivery and performance periods indicated by the Owner shall be non-binding, unless the Owner confirms the exact date of delivery or performance in writing. If the exact date of delivery or performance has not been agreed upon, the Owner will use its reasonable endeavours to deliver the Equipment to the Site on the date specified for delivery in the Order.
3.3	If the Owner is in default and the Hirer consequently incurs a damage, the liability of the

	Owner shall be subject to clause 14.
3.4	The Hirer will ensure that the Owner, or its affiliate, has a suitable and unrestricted access route for delivery and collection of the Equipment.
3.5	It shall be the responsibility of the Hirer to ensure that the route and site for delivery and collection of the Equipment is suitable and without impediment. The Hirer is responsible for ensuring that any area onto which the Owner is installing equipment including flat-pack coldrooms is level and free of obstructions. Where the ground is soft, potentially unstable or otherwise unsuitable for delivery the Hirer shall notify the Owner, and the Hirer shall provide appropriate temporary foundations in a suitable position for loading, unloading and for the Equipment to rest on. After such notification of the Hirer to the Owner, the Owner shall have a reasonable disposition time to assess the newly notified local conditions and to deliver the Equipment.
3.6	It is the Hirer's responsibility to ensure the suitability of the Site and access for the Equipment. Any costs arising from the unsuitability of the Site, access route and/or any consequential failed or delayed delivery and/or installation work are chargeable to the Hirer pursuant to the statutory provisions of the delay of acceptance (Annahmeverzug), Sec. 293 et. seq. BGB.
3.7	In the event the Hire Period exceeds twenty-four (24) months, the Owner shall be entitled to review the costs of collection of the Equipment from the Site. If the Owner, acting reasonably and in good faith, believes that the prevailing market conditions require it, the Owner reserves the right to amend the prices accordingly if cost increases occur between the conclusion of the contract and a Hire Period of more than twenty-four (24) months for which the Owner is not responsible, in particular, newly charged fees, additional charges, significant increases in material or production costs, including increases in freight costs including customs, import and export fees as well as cost increases as a result of exchange rate fluctuations.
4.	LOADING AND UNLOADING
4.1	Unless otherwise specified in writing, the Hirer shall be responsible for the loading and unloading of the Equipment at the Site. Unless otherwise agreed, the Owner will remove all packaging from Site.
4.2	The Hirer shall be responsible for any lifting gear or special apparatus required for the installation or removal of the Equipment.
4.3	A maximum of 90 minutes is allowed for the loading and unloading of the Equipment. Should the vehicle driver be delayed in gaining access to the Site or on Site any longer than this period, whether the reason for the delay is within the control of the Hirer or not, then extra charges will be incurred at the rate of EUR50 per 15 minute period for each employee or worker of the Owner thus delayed.
4.4	Any work involving positioning of the Equipment is the responsibility of the Hirer.
4.5	The Hirer shall deliver up the Equipment at the end of the Hire Period or on earlier termination of the Hire Contract for collection by the Owner and will allow the Owner or any of its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment.
5.	CONNECTION OF MAINS SERVICES
5.1	Connection and disconnection of services on the Site is the responsibility of the Hirer and must be performed by a competent engineer in accordance with the service requirements outlined by the Owner.
5.2	Unless otherwise agreed in writing by the Owner, it is the responsibility of the Hirer to arrange for a competent engineer to commission the Equipment on the Site.
5.3	If delivery, commissioning or testing of the Equipment is not possible due to the Hirer's failure to comply with clause 5.1 or 5.2, of failure to facilitate connection by the Owner (if

	agreed), the Hirer will be liable for any additional costs the Owner incurs.
6.	MAINTENANCE, CARE AND ALTERATIONS
6.1	The Hirer shall use the Equipment in a skilful and proper manner and in accordance with any operating instructions issued with the Equipment (including any Hire Guidance Documents) and shall ensure that the Equipment is operated and used by properly skilled and trained personnel. The Hirer shall be responsible for maintaining the Equipment in the same condition as on the date of its delivery and for returning the Equipment at the expiry of the Hire Period in a good and clean condition (except for fair wear and tear caused by contractual use). If the Equipment requires cleaning at any time during the Hire Period to ensure its efficient operation or its continued efficient operation which has not been carried out by the Hirer, the Owner shall be entitled to clean the Equipment and charge the cost of so doing to the Hirer.
6.2	If at any time during the Hire Period the Equipment (or any part of it) is lost or damaged the Hirer shall without undue delay (unverzüglich) notify the Owner and the Hirer shall be responsible for the full cost of replacement or repair if the Hirer has culpably breached an obligation. If the Hirer has not notified the Owner without undue delay, the Owner may claim damages from the Hirer pursuant to Sec. 536c (2) BGB. In the case of damage, the Owner shall (in its absolute discretion) determine whether the damage shall be made good by repair or the Equipment be replaced. The Owner may elect to invoice replacement charges for lost Equipment during or at the end of the Contract Period. The Hirer shall be responsible for the replacement of all consumable items such as dishwasher salts, water softeners, calcium treatment units, slicer blades and light bulbs.
6.3	The Hirer shall not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process unless such confiscation or seizure has a sufficient legal basis. If the Equipment is confiscated, seized, or taken, the Hirer shall notify the Owner and the Hirer shall use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Owner on demand against all losses, costs, charges, damages, and expenses incurred as a result of such confiscation. The above indemnity shall not apply if the Hirer has not culpably breached an obligation by allowing the confiscation or seizure.
6.4	No alteration or modification may be carried out to the Equipment without the prior written consent of the Owner.
6.5	Nothing may be affixed whether temporarily or permanently to any of the interior or exterior walls of the flatpack coldroom, cabin or portable building housing or forming part of the Equipment and any holes or other damage caused to any interior or exterior walls as a result of a culpable breach of an obligation by the Hirer shall be charged to and payable by the Hirer in accordance with these terms.
6.6	In the event of any item of the Equipment malfunctioning the Hirer will inform the Owner without undue delay (unverzüglich). The Owner will procure that an engineer visits the Site to examine the malfunctioning item of the Equipment within a reasonable time period depending on urgency and availability of engineers. If the Equipment is malfunctioning, the Owner shall at its option, repair or replace the Equipment.
6.7	If any malfunction of the Equipment is caused by a culpable misuse, neglect or malicious vandalism, or impact damage, the cost of repairs (including a call out charge at the Owner's rates ruling at the time), will be charged to and payable by the Hirer in accordance with these terms. If (i) the malfunction of the Equipment is caused by culpable incorrect usage, insufficient gas or electrical supply, inadequate water treatment or any other problem unrelated to the Equipment, regardless of whether the Owner has conducted maintenance visits, or (ii) the Equipment is not malfunctioning due to a culpable breach of the Hirer, the Owner will charge the Hirer a full call-out charge at the Owner's rate ruling at the time, including all transport charges.
6.8	In times of severe weather, precautions should be taken by the Hirer to avoid frost, flood, wind, hail, rain or storm damage. The Owner recommends that the Equipment be drained

	down or kept heated (as appropriate) overnight at such times. Any damage caused by frost, flood, wind, hail or storm is the responsibility of the Hirer. In the event of snowfall, the Hirer must ensure that the roofs of Equipment are immediately cleared of the snow load. This is best done by heating. The Hirer must ensure that the installed heating systems have sufficient capacity to ensure that the snow thaws immediately in the event of snowfall. Any damage to the rented property caused by non-timely commissioning or incorrect installation of the heating system is at the expense of the Hirer.
6.9	In the event the Owner provides a cabin or portable building with the Equipment, under no circumstances may the Hirer remove or modify any Equipment or part thereof from such cabin or portable building. No cooking equipment connected to a supply of water, electricity or gas, other than equipment supplied by the Owner, may be used within any portable kitchen supplied by the Owner unless prior consent in writing is given by the Owner.
6.10	The Hirer shall be responsible for ensuring compliance with any applicable rules or regulations relating to health or safety at work and shall take such steps (including compliance with all safety and usage instructions provided by the Owner) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained. In particular:
6.10.1	The Hirer shall not use the Equipment for any unlawful purposes.
6.10.2	if it is necessary or prudent for fire extinguishers to be available at the Site within the cabin or portable building supplied by the Owner, the Hirer shall be responsible for supplying them; and
6.10.2.1	the Hirer shall be responsible for the periodic electrical testing and testing of emergency lights of the Equipment whilst on hire; and
6.10.2.2	the Hirer shall be responsible for pressure vessel testing of any Equipment whilst on hire; and
6.10.2.3	the Hirer shall be responsible for any costs associated with ensuring gas safety; and
6.10.2.4	the Hirer shall be responsible for the chlorination of water supply pipework.
6.10.2.5	if it is necessary or prudent for fire extinguishers to be available at the Site within the cabin or portable building supplied by the Owner, the Hirer shall be responsible for supplying them; and
6.11	Should any fixed or loose item of Equipment not be returned with the Equipment at the expiry of the Hire Period then rental will be charged on that item until it is either returned to the Owner or payment for the item is received by the Owner. The minimum hire charge for such items will be EUR 20.00 plus EUR 1.00 per item per day.
6.12	The Hirer shall maintain operating records of the Equipment and make copies of such records readily available to the Owner, together with such additional information as the Owner may reasonably require.
6.13	If any Equipment is returned to the Owner damaged, the Owner may recover the costs of repair or replacement (at its discretion) from the Hirer through retention of the Deposit, security bond and/or by raising an invoice for same which shall be payable within 14 days.
7.	INSPECTION
7.1	Regardless of any security or regulatory restrictions relating to access to the Equipment, the Hirer shall allow the Owner, its agents or servants or any person authorised by the Owner, to have reasonable access to the Equipment to inspect, test, adjust, repair, remove or replace the same, provided that there is a specific reason/legitimate interest, e.g. to avert danger.
7.2	The Hirer shall procure that all necessary consents from third parties are obtained and kept

	in force to permit the Owner to have access to the Equipment at all times for the purpose of the Hire Contract.
8.	HIRE PERIOD
8.1	Unless otherwise agreed in writing, the Hire Period will commence on whichever is the earlier of (i) the day the Owner notifies the Hirer that the Equipment has left the Owner's premises or (ii) the day set out in the Quotation (the "Agreed Delivery Date"), and will terminate on the day the Equipment is received by the Owner at its premises. Should the Hirer seek to postpone the delivery date within the four (4) week time period leading up to the Agreed Delivery Date, notwithstanding such postponement, the Hire Period shall be deemed to commence on the Agreed Delivery Date.
8.2	The Owner will arrange collection of the Equipment at the expiry of notice given in accordance with clause 8.3 or 8.4.
8.3	The following provisions apply to ordinary termination of the Hire Contract:
8.3.1	Ordinary termination of the Hire Contract during the Minimum Hire Period or an agreed Renewal Period shall be excluded, unless expressly agreed otherwise in the Hire Contract or any other written agreement between the parties.
8.3.2	The Hire Contract shall not automatically expire at the end of the Minimum Hire Period or any Renewal Period. Instead, after expiry of the Minimum Hire Period or any Renewal Period, the Hire Contract shall continue for an indefinite period until terminated by either party in accordance with this clause 8.3 or 8.4 or unless otherwise agreed in writing by the parties.
8.3.3	Either party may terminate the Hire Contract after expiry of the Minimum Hire Period or any Renewal Period by giving notice in writing to the other party. Termination shall take effect upon expiry of the applicable notice period under this clause 8.3.3 or 8.4, such expiry date not to be before the end of the Minimum Hire Period or Renewal Period. If notice is not given in compliance with the applicable notice period, the Hire Contract shall terminate on the next possible date on which the applicable notice period has been complied with. In case the Hire Period:
8.3.1	exceeds twenty-four (24) months, the notice period shall be not less than twelve (12) weeks;
8.3.2	exceeds twelve (12) months, the notice period shall be not less than eight (8) weeks;
8.3.3	exceeds six (6) months, the notice period shall be not less than six (6) weeks;
8.3.4	is six (6) months, the notice period shall be not less than five (5) weeks;
8.3.5	is three (3) months, the notice period shall be not less than four (4) weeks; and
8.3.6	is one (1) month, the notice period shall be not less than two (2) weeks.
8.4	Notwithstanding clause 8.3 in the event that the Equipment on hire at any point consists of (i) ten (10) units or more; (ii) any units that require modification or design changes to be made; or (iii) open plan units, the party seeking to terminate the Hire Contract must give not less than ten (10) weeks' notice.
8.5	Subject to the Owner serving notice to terminate in accordance with clause 8.3, the Owner may refuse a request by the Hirer to extend the Hire period beyond the Minimum Hire Period, or any subsequent requests for extension of the Hire Period. The Owner is not obliged to give any reasons for such refusal or to act reasonably.
9.	RENTAL TERMS, PAYMENT TERMS AND DEPOSIT
9.1	The Hirer shall pay to the Owner the Charges for the Equipment in accordance with the timeline set out in the Quotation or (in the event that no Quotation is provided by the Owner to the Hirer or not specified): 50 % upon placing the order; final invoice after delivery.
9.2	The Charges for the Equipment are exclusive of value added tax (VAT) and any other

	applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner to time prescribed by law. The respectively applicable statutory VAT amount shall be stated separately in the invoice.
9.3	In the event that the Parties agree to extend the Minimum Hire Period, the Owner shall notify the Hirer as soon as reasonably practicable (before the expiry of the Minimum Hire Period) the revised Charges for the Equipment payable by the Hirer which shall continue to accrue at the rate agreed by the Owner at the point of extension until the Equipment is returned to or collected by the Owner or a further extension of the Hire Period is agreed.
9.4	Any other payments or cost compensations than the Charges for the Equipment governed by this Contract become due within fourteen (14) calendar days upon receipt of an appropriate invoice.
9.5	All Charges shall be paid by the Hirer punctually to the Owner and subject to clause 9.8 below no allowance, deduction, discount or set-off shall be permitted.
9.6	In the event of late payment the Owner reserves the right to charge default interest in the amount of 9 percentage points p.a. above the basic interest rate pursuant to the statutory provision (Sec. 288 (2) BGB). The right to assert further damage shall remain unaffected.
9.7	If the Quotation includes a Deposit then the Deposit is a deposit against default by the Hirer of payment of any Charges or any loss of or damage caused to the Equipment. The Hirer shall, on the date of the Hire Contract, pay the Deposit in such amount as is detailed on the Quotation. If the Hirer fails without due cause to fulfil any Charges in accordance with the Hire Contract, or causes any loss or damage to the Equipment (in whole or in part), the Owner shall be entitled to apply the Deposit against such default, loss or damage. The Hirer shall pay to the Owner any sums deducted from the Deposit within ten (10) Business Days of a demand for the same. The Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Hire Contract. The Owner is not obliged to pay any interest on the Deposit. In case the Hirer requests the Deposit to be deposited on a separate bank account, any resulting charges shall be borne by the Hirer.
9.8	If at the time of entering into the Hire Contract the Hirer issued a specific purchase order number for the Hire Contract, the Owner will reference that purchase order number on all invoices issued to the Hirer. If following the issue of the Hirer's initial purchase order number:
9.8.1	the Hirer's requirements change such that additional Charges are due in excess of those covered by the initial purchase order number; and
9.8.2	the Hirer fails for any reason to promptly issue a revised or supplementary purchase order number to cover such additional Charges, then the Hirer hereby authorises the Owner to raise its invoices for such additional Charges citing the original purchase order number provided. Invoices issued pursuant to this clause 9.8 shall be deemed to have been properly rendered and otherwise paid in accordance with the terms of this Hire Contract. For the avoidance of doubt, nothing prevents.
9.9	Save as provided at clause 9.10.1, the Charges payable for:
9.9.1	the first Renewal Period following the Minimum Hire Period, shall be 5% more than the hire payment paid for the last month of the Minimum Hire Period;
9.9.2	each subsequent Renewal Period, shall be 5% more than the hire payment paid for the last month of the previous Renewal Period.
9.10	If the Owner, acting reasonably and in good faith, believes that the market conditions require it, the Owner reserves the right to amend the prices accordingly if cost increases occur between the conclusion of the contract and the delivery for which the Owner is not responsible, in particular, newly charged fees, additional charges, significant increases in material or production costs, including increases in freight costs including customs, import and export fees as well as cost increases as a result of exchange rate fluctuations:

9.10.1	it may within 30 days of notice during the Minimum Hire Period or the Renewal Period commencing notify the Hirer in writing via an increase notice that, as appropriate, an increase in the Charges is required or a higher increase in the hire payment is required than is set out in clause 9.9;
9.10.2	the increase notice will set out the amount of the proposed increase and the reasons why the Owner considers it appropriate;
9.10.3	if the Hirer does not wish to continue with the Hire Contract at the price stated in the increase notice, it may serve notice on the Owner to terminate the Hire Contract in accordance with clause 8 unless the Owner retracts the increase notice during this time and providing that such notice must be served within 10 Business Days of the Hirer receiving the increase notice, time being the essence in this regard;
9.10.4	the higher Charges notified to the Hirer pursuant to this clause 9.10 shall not take effect if a termination notice is served.
10.	FORCE MAJEURE
10.1	If the Owner is prevented, hindered or delayed from or in performing any or all of its obligations under this Agreement by a Force Majeure Event, the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that the Owner is so prevented, hindered or delayed.
10.2	Any liability of the Owner resulting from the impact of a Force Majeure Event shall be governed by clause 14.
10.3	As soon as reasonably practicable after the commencement of a Force Majeure Event, the Owner shall notify the Hirer in writing of the nature and extent of the circumstances giving rise to the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement.
10.4	The Owner shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and as soon as reasonably practicable after the cessation of the Force Majeure Event, shall notify the Hirer in writing and shall resume performance of its obligations under this Agreement.
10.5	In the event the Force Majeure Event lasts longer than one (1) month, the Owner shall be entitled (but not required) to terminate the Hire Contract.
11	TERMINATION
11.1	Without prejudice to the Owner's right to arrears of Charges or other sums due under the Hire Contract the Owner may terminate the hire under the Hire Contract for good cause (außerordentlich Kündigung pursuant to Sec. 543 BGB) by notice to the Hirer upon the occurrence of any of the following events:
11.1.1	if the Hirer fails to pay the Charges or any other sums agreed to be paid by the Hirer to the Owner under the Hire Contract to the extend of Sec. 543 (2) No. 3 BGB ; or
11.1.2	if the Hirer commits a material breach of any term of the Hire Contract; or
11.1.3	if the Hirer does or allows to be done any act or thing which may severely prejudice or endanger the Owner's property or rights in the Equipment; or
11.1.4	if Hirer's financial situation deteriorates significantly or threatens to deteriorate significantly, thereby jeopardizing the fulfilment of the obligations under this Hire Contract.
11.2	The right to terminate the Contract for good cause (außerordentlich Kündigung) with immediate effect shall remain unaffected.
12.	CONSEQUENCES OF TERMINATION
12.1	Immediately upon notification of the termination of the Hire Contract pursuant to clause 11 above or in case of an ordinary termination (<i>ordentliche Kündigung</i>) during the Minimum

	Hire Period or a Renewal Period there shall become immediately due and payable by the Hirer to the Owner:
12.1.1	all and any Charges then due (including all and any arrears);
12.1.2	all and any Charges which were agreed to be paid by the Hirer at the end of the Hire Period or any extension thereof (less a discount for accelerated payment at the rate of 5% per annum).
12.2	The Hirer shall indemnify the Owner against, and shall promptly reimburse the Owner upon receipt of any invoice from the Owner in respect of, all expenses and costs incurred by the Owner in retaking possession of the Equipment and/or enforcing its rights under the Hire Contract. The above indemnity shall not apply if the Hirer has not culpably breached an obligation.
13.	CLEANING
13.1	The Hirer shall treat the Equipment with care and shall clean it regularly in accordance with the manuals or written instructions provided by Owner during the Hire Period.
13.2	Unless otherwise set out in the Hire Guidance Document, at the expiry of the Hire Period and prior to the collection of the Equipment by the Owner the Hirer will deep clean the Equipment so that the Hirer returns the Equipment to the Owner in the same condition (fair wear and tear caused by contractual use excepted) and standard of cleanliness as it was when it was delivered by the Owner. If the Equipment is not cleaned to an acceptable standard, as determined by the Owner acting reasonably, the Owner may charge the Hirer for the reasonable costs of cleaning.
14.	CONDITIONS, WARRANTIES AND LIMITATION OF LIABILITY
14.1	The Equipment shall be deemed to be complete, in good order and condition and to the Hirer's satisfaction unless notification is received by the Owner within forty-eight (48) hours of the Equipment being delivered to the Site.
14.2	The Owner warrants that the Equipment shall substantially conform to its specification (as made available by the Owner to the Hirer), be of satisfactory quality and fit for purpose as determined by the Owner but no warranty or representation is given or made that the Equipment is suitable for the purpose required by the Hirer.
14.3	In the event of malfunction, failure or poor or partial performance of the Equipment or any part of it and subject to the provisions of clause 13.1 and clause 6 above, the liability of the Owner shall be limited to repairing or replacing the Equipment or relevant part.
14.4	The Owner shall be liable without limitation for intent and gross negligence. Without prejudice to clause 14.5, the Owner's maximum aggregate liability for slight negligence in connection with the Equipment or the Hire Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether such liability arises in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise howsoever shall be limited in amount to the typically foreseeable damage.
14.5	Nothing in the Hire Contract shall exclude or in any way limit:
14.5.1	either party's liability for death or personal injury such as life or body;
14.5.2	either party's liability for fraud or fraudulent misrepresentation or claims resulting from the acceptance of a guarantee; or
14.5.3	any other liability which cannot be excluded by law, in particular claims pursuant to the German Product Liability Act (<i>Produkthaftungsgesetz, ProdHaftG</i>).
14.6	Except as expressly set forth in the Hire Contract all conditions, warranties and representations expressed or implied by statute or otherwise with respect to the Equipment are excluded to the fullest extent permitted by law and in no event shall the Owner be liable for any negligence or other tortious loss or for any of the following losses or

	damage (whether such losses or damage were foreseen, foreseeable, known or otherwise and whether or not the Owner is advised of the possibility of loss, liability, damage or expense):
14.6.1	loss of revenue;
14.6.2	loss of actual or anticipated profits (including for loss of profits on contracts);
14.6.3	loss of the use of money;
14.6.4	loss of anticipated savings;
14.6.5	loss of business;
14.6.6	loss of operating time or loss of use;
14.6.7	loss of opportunity;
14.6.8	loss of goodwill;
14.6.9	loss of reputation;
14.6.10	loss of, damage to, or corruption or reconstitution of data; or
14.6.11	any indirect or consequential loss of damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in clauses 14.7.1 to 14.7.10). Direct financial and other loss not excluded by this clause is accepted by the Seller up to the limit set out in clause 14.4.
14.7	Insofar as the Owner's liability is excluded or limited, such exclusion or limitation shall also apply to the personal liability of its employees, representatives and vicarious agents.
14.8	In particular, and without limiting the provisions of clause 14.6, the Owner accepts no liability for loss of or damage to food due to defects in or breakdown of any Equipment.
15.	TRANSPORT
15.1	Unless otherwise stated in the Quotation provided by the Owner to the Hirer, the Hirer shall pay to the Owner the cost of the transport of the Equipment from the Owner's premises to the Site and its return to the Owner's premises.
16.	SUB-LET AND CHANGES OF SITE
16.1	Subject to 16.3 below the Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Equipment or purport to do any such things and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all damages, losses, costs, charges and expenses that may be occasioned by failure to observe and perform this condition except in the case of Government requisition.
16.2	The Hire Contract is personal to the Hirer and the Hirer shall not assign his, her or its rights hereunder without the prior written consent of the Owner. The Owner shall only refuse consent if its interests outweigh the interests of the Hirer in the intended assignment. This non-assignment clause shall not apply to payment claims.
16.3	Subject to the written permission of the Owner and the Hirer having specified any sub-hirer to the Owner in writing the Hirer may sub-let the whole (but not part only) of the Equipment to the specified person, firm or company for use at the Site but:
16.4	any such sub-letting shall not affect in any way the Hirer's liability to the Owner under the terms of the Hire Contract;
16.4.1	the Hirer shall make it a condition of the sub-letting that in the event that the Hirer makes any default in the payment of rentals due by the Hirer to the Owner the sub-hirer shall thereupon no longer be in possession of the Equipment sub-hired with the consent of the Owner and accordingly such Equipment may be repossessed by the Owner; and

16.4.2	the Hirer shall indemnify and keep indemnified the Owner against any loss, cost, claim, demand, liability or expense which the Owner may suffer, incur or sustain as a result of or in connection with any such sub-letting.
16.5	In particular but without prejudice to the generality of clause 16.3 above the Hirer will remain liable for all damage to the Equipment or any part of it caused by any person, firm or company to which the Hirer gives possession of the Equipment and for any charges raised by the Owner in accordance with these terms and conditions in the event of failure to maintain the Equipment properly.
17.	TITLE, RISK AND INSURANCE
17.1	The Equipment shall at all times remain the property of the Owner, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Hire Contract).
17.2	The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on delivery to the Site. The Equipment shall remain at the sole risk of the Hirer during the Hire Period until such time as the Equipment is collected by or returned to the Owner. During the Hire Period, the Hirer shall, at its own expense, obtain and maintain the following insurances to cover the liabilities that may arise under or in connection with the Contract:
17.2.1	insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft, accident and any other cause usually insured against;
17.2.2	insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Owner may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
17.2.3	insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Owner may from time to time consider reasonably necessary and advise to the Hirer.
17.3	The Hirer shall ensure that the interest of the Owner is noted on such insurance policies effected by the Hirer and that the Owner is named as loss payee so that in the event of loss or damage to the Equipment or any claim being made against the Owner for loss or damage to person or property the Owner will have the benefit of an indemnity from an insurance company to the full value of the loss, damage or claim.
17.4	The Hirer shall, at least 10 Business Days before the Hire Period commences, provide to the Owner evidence that the Hirer has the insurance policies in force as required by these terms and conditions.
17.5	Should the Hirer not provide evidence of the required insurance cover in accordance with clause 17.4, or should the Owner reasonably consider that the insurance obligations under this clause 17 have not been adequately met, the Owner shall be entitled to charge the Hirer a fee (a "Damage Waiver"), which shall be charged to and payable by the Hirer in accordance with these terms. The Damage Waiver is not a substitute for insurance and the Hirer will remain liable for any damage or loss beyond the levels accounted for by the Damage Waiver.
18.	OWNER'S MARKS
18.1	The Hirer will not remove, obscure, alter or deface in any way any of the Owner's nameplates, signs, engravings or other indications of ownership on any of the Equipment.
18.2	The Hirer will procure that none of the Equipment becomes affixed to any land and will indemnify the Owner against any loss, cost claim, demand, liability or expense which the Owner may suffer, incur or sustain as a result of any person, firm or company claiming that any Equipment has become affixed to any property.

19.	ENTIRE AGREEMENT AND VARIATION
19.1	The Hire Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
19.2	Each party acknowledges that, in entering into the Hire Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Hire Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Hire Contract (whether made innocently or negligently) shall be for breach of contract.
19.3	Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
19.4	No variation of the Hire Contract shall be effective unless it is in writing and agreed by the parties (or their authorised representatives).
20.	THIRD PARTY RIGHTS
20.1	The parties do not intend to transfer any rights under this Contract to third parties.
21.	GENERAL
21.1	Any delay or failure by the Owner to exercise any right or remedy under the terms hereof shall not constitute a waiver of it or them and any of the Owner's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to the Owner to the effect that such rights are cumulative and not exclusive of each other.
21.2	The continuance of the hire under the Hire Contract and of the Hirer's liability for payment of rentals and all other sums due under it shall not be affected in any way by the loss or theft of or any damage to or defect in the Equipment, whether latent or patent.
21.3	Any written communication from the Owner to the Hirer or from the Hirer to the Owner shall be effective for the purposes of the Hire Contract and shall be sufficiently served if sent by letter whether delivered by pre-paid post or as an attachment to email or delivered by hand to the address of the other as referred to in the Quotation, Order or other contract document forming part of the Hire Contract and if sent by post shall be deemed to have been received by the addressee forty-eight (48) hours after the time of posting and at the date of sending or delivery if delivered by hand or sent as an email attachment.
21.4	Should any provision of this agreement be or become invalid, void, or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid, void, or unenforceable provision, a valid provision shall apply which comes closest to what the parties intended according to the purpose and meaning of the original provision. The same shall apply in the event that the agreement proves to be incomplete.
21.5	The laws of the Federal Republic of Germany shall apply. The provisions of the UN Convention on the International Sale of Goods shall be excluded.
21.6	Place of performance shall be the seat of the Owner in Hamburg. Hamburg shall be the place of jurisdiction for all disputes arising from the business relationship.