

General Terms and Conditions of Rentals

1. Scope of Validity

These general terms and conditions of rentals apply to the renting of sensors and accessories (in short: rental object) by wenglor sensoric GmbH, as well as by companies affiliated with wenglor sensoric GmbH in accordance with §§ 15 AktG (German stock corporation act) and its associated companies in the spirit of IAS 24 (hereinafter referred to jointly as "wenglor").

Any general terms and conditions of business or rentals of the buyer which differ from these shall apply only insofar as wenglor has explicitly agreed to them in writing.

2. Conclusion of the Rental Contract

- The rental contract for the rental object can only be concluded in writing, as a rule by mutual signature of the rental contract.
- The rental contract is only valid between the parties to the contract. Transfer or assignment of the rights resulting from the rental contract to any third party or parties is not possible. Nor can the rental object be resold or pledged. The rental object always remains the property of the lessor.
- No third party or parties may be permitted to use the rental object. Subletting is not permitted.

3. Rental Object

- The objects described in detail in the respective rental contract are rented. The lessor makes no guarantee that the rental object will fulfill any technical or other requirements of the lessee. Compliance with existing legal regulations and laws is solely the responsibility of the lessee.
- The rental object described in detail in the respective rental contract is in technically flawless and fully functional condition when handed over to the lessee. Visual impairments such as damage to paint coatings, scratches or traces of use cannot be construed as defects of the rental object and must be accepted by the lessee, insofar as the rental object's serviceability is not impaired.
- The rental object may only be used for purposes for which its design has been intended and approved by wenglor.

4. Rental Period

- The rental period begins upon delivery of the rental object and ends after the contractually agreed upon duration; no notice must be given to this end.
- Lengthening or shortening of the rental period is only possible by mutual agreement with written consent of the lessor.
- When the rental period has elapsed, the rental object must be shipped back or handed over to the lessor within one week. In the event of delayed return, the lessor is entitled to demand compensation in the form of the rental fee for the duration of the respective delay.
- The risks and the costs of delivery and return of the rental object, including all associated costs, shall be borne by the lessee.

5. Rental Fee

- The prices in the respective rental contract shall apply. These are always rental fees per month. All prices are specified in Euros and do not include any applicable value added tax.

6. Liability / Duty of Care on the Part of the Lessee

- As of the point in time at which possession of the rental object is transferred to the lessee, he undertakes to treat and use it as a reasonable owner would who is intent on preserving its value.

- Costs for the elimination of faults and damage to the rental object caused by improper handling by the lessee, any action of third parties or force majeure shall be borne by the lessee. The same applies to damage and faults which result from the fact that ambient conditions at the installation site, the power supply system or any accessories do not comply with the respective specifications of the rental object.
- The lessee is liable for all damages incurred by the lessor, without limitation, which result from any violation of his general duty of care. Losses due to theft or other reasons during the rental period, as well as damage caused by transport accidents etc., shall be borne in full by the lessee.
- If an obvious technical defect becomes apparent during operation of the rental object during the rental period, the lessee must inform the lessor immediately and without delay in order to avoid any further damage. This lessee is not entitled to a replacement device as a result.
- wenglor's liability for compensation of damages is fundamentally excluded. This does not apply to:
 - Damages which result from violation of a cardinal contractual obligation. Cardinal obligations include above all those whose fulfillment make proper performance of the contract possible at all, adherence to which the customer can depend upon regularly. In this case, however, wenglor's liability is limited to compensation for foreseeable, typically occurring damage. This also applies to lost profits or other financial losses (business interruptions etc.).
 - Damage resulting from an intentional or grossly negligent breach of duty on the part of wenglor or any of wenglor's legal representatives or agents
 - Damage resulting from injury to life, limb or health due to an intentional or grossly negligent breach of duty on the part of wenglor or any of wenglor's legal representatives or agents
 - Legally binding claims, in particular in accordance with product liability law
- Unless otherwise specified in these general terms and conditions of rentals, the valid legal regulations shall apply to the statute of limitation for claims.

7. General

- Should individual provisions of this rental contract be or become invalid, this shall have no effect on the validity of the remaining provisions or on the contract as a whole. In this case, the invalid provision shall be replaced with a valid provision which comes as close as possible to the economic purpose of the invalid provision.
- Amendments and addenda, as well as ancillary agreements, and in particular assurances, require the written form. This applies as well to any waiver of this requirement for the written form.
- German law shall apply to the legal relationship in connection with this contract. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- All disputes arising either directly or indirectly from the contractual relationship shall be settled before a competent court of law with jurisdiction in Tett nang, Germany. However, wenglor is entitled to initiate legal proceedings against the customer at his place of business.
- The respectively current version of our general terms and conditions of sale, delivery and payment also apply, as well as the current version of our general terms and conditions of service

wenglor sensoric elektronische Geräte GmbH, 88069 Tett nang, revision level: Mai 2016.