
FRAMEWORK LEASE CONTRACT for scaffolding material

between

the Gerüstvermietung Horst GmbH company, business address Max-Planck-Straße 4,
25358 Horst, Germany, represented by the authorised signatory Mr. Dieter Oppermann

- hereinafter called the **Rental Firm** -
and

the company _____,
business address _____, in _____,

represented by

the Owner/Managing Director, _____ /

identified by a valid identity card/a Commercial Register extract and/or business registration,
copies of which are annexed to this contract.

- hereinafter called the **Renter** -

§ 1 – Subject matter of the contract

The Rental Firm shall make scaffolding material available to the Renter. It shall involve exclusively material from the manufacturer Wilhelm Layher GmbH & Co.KG. The amount of material shall be apparent from the Delivery Note and/or the weekly inventory list.

The material shall be identification marked as follows: with the colour Red (RAL 3000)

§ 2 – Intended purpose

The rental of the scaffolding material shall take place exclusively for use on a building site within the Federal Republic of Germany. For purposes of his business, the Renter shall be permitted to build a scaffold with the scaffolding material and to make the scaffold he has built available to his client for the latter to use.

Insofar as the Renter wishes to use the scaffolding material for any other purpose, this requires the Rental Firm's prior consent (consent pursuant to Section § 183 of the BGB (Civil Code)). Handing over the scaffolding material to a third party and/or taking it to a place outside the Federal Republic of Germany is expressly excluded.

§ 3 – Start, suspension and end of the leasing relationship

The lease contract shall start on the day on which it is signed by both parties.

The rights and duties arising from this contract shall be suspended for periods of time in which the Renter has not rented any scaffolding material.

The contract can be terminated by either contracting party with a period of notice of 4 weeks to the end of a calendar week.

Notice of termination must be in writing.

§ 4 – Rental price / Billing

The billing period shall be the calendar week. If the rental starts or ends in the current week, the rental price for a full week shall be billed nonetheless. The weekly rent currently amounts to **0.75% of the current list price of the manufacturer, Wilhelm Layher GmbH & Co.KG.**

The list price shall result from the inventory list of the scaffolding material rented in the billing period, which shall be annexed to the invoice. The Renter shall check the correctness of the inventory list without delay, and shall raise objections within a deadline period of five working days.

In addition to the rental price, there shall be a liability to pay VAT at the respective statutory rate – currently 19%.

If rentals of scaffolding material take place in the current calendar week, the rental price as stated above shall be billed for the whole calendar week.

The return of scaffolding material during the current calendar week shall not lead to a reduction in the rent for this period of time.

§ 5 – Payment methods

As a rule, the Rental Firm shall prepare a weekly invoice in accordance with § 4 of this contract.

The rent for the current week shall be paid within 14 days to the Rental Firm's account mentioned below:

**Hamburger Sparkasse,
DE69 2005 0550 1002 1362 48
SWIFT –BIC HASPDEHHXXX**

Please note that according to § 288 of the BGB (German Civil Code), 30 days after this invoice is received and without further reminder, late payment interest of 9% above the base interest rate shall be payable on the whole amount.

§ 6 – Extraordinary termination of the contract

The Rental Firm shall have the right to extraordinary termination of the contract if serious grounds exist. Serious grounds shall exist in particular if the Renter is in default in the payment of the rent for longer than three weeks. Moreover, serious grounds shall exist if, without the Rental Firm's consent, the Renter hands over scaffolding material to a third party or scaffolding material is located outside the territory of the Federal Republic of Germany.

Moreover, both parties shall have the right to extraordinary termination of this contract if

- a) due to serious violations of contract by the other party, it is unreasonable for one of the parties to adhere to the contract,
- b) the relevant violations of contract have been warned against at least once in writing with the setting of a deadline, and
- c) not more than two weeks have elapsed since the time of the fruitless warning.

Regardless of this, the Rental Firm can demand the immediate return of the scaffolding material if insolvency proceedings are initiated against the Renter's assets or enforcement measures have been taken and the Renter has not averted these without delay.

§ 7 – Renter's liability

The Renter shall guarantee that the scaffolding material is returned undamaged and complete to the Rental Firm after the expiry of the rental relationship. He (the Renter) shall bear the cost of damage to the scaffolding material. For scaffolding material that is missing or not fully serviceable, the Renter shall pay the Rental Firm the respectively applicable list sales price of the Layher Company at the time when the rental relationship ends.

The scaffolding material will be handed over to the Renter sorted and bundled by article numbers – on request in Allround and/or grid boxes. The Renter shall be obliged to return it likewise sorted by article numbers and bundled, or sorted in the boxes. If the Renter returns the scaffolding material unsorted or incorrectly sorted, the Rental Firm shall be entitled to invoice the Renter for the sorting work. For this the contracting parties shall agree a flat rate expenses compensation amounting to 2% of the Layher Company's list sale price, plus VAT at the respective statutory rate.

§ 8 – Transfer of risk

The rental relationship shall start when the scaffolding material is handed over at the Gerüstvermietung Horst GmbH company's storage location. The Renter shall check the completeness and the proper condition of the scaffolding material before leaving the Rental Firm's company premises. The Renter shall notify discrepancies and/or deficiencies to the Rental Firm without delay. As a basic principle, the Rental Firm shall not be obliged to take into consideration defect notifications at a later time. The risk of loss or destruction or of deterioration shall pass to the Renter when the scaffolding material is handed over.

The Renter shall bear the transport costs.

The scaffolding material shall be returned at the Horst GmbH company's storage location at the latest by 14:00 hrs. on the last day of the rental relationship.

§ 9 – Legal bases

The contractual relationships between the Rental Firm and the Renter shall be governed exclusively by the law of the Federal Republic of Germany. If this law refers to foreign legal systems, such references shall be ineffective.

§ 10 – Written form

Modifications and/or supplements to this contract and all other agreements must be in written form, whereby this agreement can only be modified in writing.

§ 11 – Place of fulfilment and place of jurisdiction

The place of fulfilment for deliveries, services and payments shall be the Rental Firm's registered office. The exclusive place of jurisdiction shall be determined according to the Rental Firm's registered office.

§ 12 – Severability clause

If individual provisions of this contract and/or of its annexes or future agreements are wholly or partly invalid, this shall not affect the effectiveness of the other contractual agreements. The ineffective clause shall be replaced by another that comes as close as possible to the economic purpose of the ineffective provision and is in itself effective.

Horst, date

....., date

Rental Firm

Renter