

GENERAL TERMS AND CONDITIONS OF SCHNEESTERN GmbH & Co. KG - as of February 2020

Preamble:

Schneestern GmbH & Co.KG has around 1,000 products in its range. For selected products and services, additional provisions apply to these terms and conditions with the addition:

"If" Point 10.1. up to and including 10.7. start.

The following general terms and conditions, hereinafter referred to as **GTC**, apply to all legal transactions between Schneestern GmbH & Co.KG Werner-von-Siemens-Straße 47, D - 87471 Durach, hereinafter referred to as **SST**, and its respective contractual partners / clients in the following text is called **AG**, unless otherwise required by law.

These terms and conditions also apply to non-commercial customers, who are also called AG in the following text. When purchasing tools, please note the point: 10.7. note!

The version valid at the time of the conclusion of the contract or purchase is decisive. These terms and conditions as well as general rental conditions also apply to all future contractual relationships, even if this is not expressly stated in additional contracts. Conflicting terms and conditions of the client are invalid unless they are expressly recognized by SST in writing. All offers from SST are non-binding. Any offers from SST that are designated as "cost estimates" or similar are non-binding. The offer prices are given in euros and are only valid for an undivided order. SST is entitled to provide partial services or partial deliveries and to invoice these separately. Services not quoted in the offer that are carried out at the request of the AG or additional expenses that are due to incorrect information provided by the AG, through transport delays through no fault of their own or through non-timely or professional advance services by third parties, insofar as they are not vicarious agents of SST, are paid to the AG additionally billed. If the cost factors relevant for pricing (e.g., material price, wages, freight costs) increase by the time the contract is concluded and the delivery, the goods or / as well as the service, SST is entitled to adjust the prices accord

If an order confirmation from SST contains changes compared to the order, these are deemed to have been approved by the client, provided the client does not object in writing within 3 working days

At the request of the client, there is the option of "express production" of our goods for an extra charge of 5% of the list price. Details on this must be agreed with our customer advisor.

1) Subject of the contract

The general subject matter of the contract is the provision of a delivery and / or service by SST, in particular for corporate and public AG, including by:

Delivery & rental of goods, assembly & dismantling, maintenance, as well as project support and / or event management,

The subject and scope of the contract is the delivery of goods and services detailed in the individual order / contract. Each scope of services can be found in the respective offer / contract. With the delivery of our goods, the implementation of services (including events), SST reserves the right to make changes or deviations in individual services that become necessary after the conclusion of the contract and that SST does not bring about in good faith, provided these changes or deviations are not significant and the overall design the purchased goods and / or the booked service is not affected. Changes in the interest of technical progress can be made at any time. In the event of unforeseeable technical or material procurement difficulties for which SST is not responsible, SST is entitled to withdraw from the order / contract. In this case there are no further single or reciprocal claims. If no execution period or delivery time is listed in the offer / contract, the service / delivery of the goods takes place within 60 days of the conclusion of the contract by SST. The AG is not entitled to assign claims of any kind from our business relationship to third parties.

2) Placing an order

2.1) The type and scope of the agreed service result from the offer and these general terms and conditions.

2.2) Changes and additions to the order must in any case be confirmed in writing by SST in order to become part of the contractual relationship.

2.3) SST undertakes to properly carry out the order placed in accordance with the generally recognized rules of technology and the principles of economic efficiency.

2.4) If SST has also taken on the implementation of tenders, it acts in the name and for the account of the client. In the event of tenders being carried out, SST acts as the AG's representative and is not allowed to represent the interests of third parties and / or suppliers.

2.5) SST can also use other appropriately authorized sub-planners to fulfill the contract and issue orders to them in the name and for the account of SST. SST is but obliged to notify the client in writing if the intention is to have orders carried out by a sub-planner and to give the client the opportunity to object to this order being placed with the sub-planner within one week. Such a contradiction can only be made for an objectively justified reason (other important reasons are, for example, the creditworthiness of the sub-

planner, underlying legal dispute with the sub-planner) and means that delivery dates that have already been agreed can be adjusted by SST as required.

3) Execution of the order

SST carries out all work with the greatest care and always based on the individual wishes and needs of the client. SST is permitted to employ specialized colleagues or freelancers (so-called third parties) to carry out the order. The third party is paid exclusively by SST itself, unless a different provision is made in the contract.

- SST is entitled to call in experts to the usual extent.
- SST is not liable for the consequences of errors made by experts appointed in the name and for the account of the client. SST is only liable for experts it has brought in if it grossly disregarded the necessary care when selecting them.
- In the event of a different opinion about the factual and professional fairness of services, the costs of the expert consulted are to be borne by the party whose opinion the expert does not agree with.

Minor wear and tear on the goods, as well as deviations from the plan documents, which do not affect the usability of our products and services, cannot be objected to.

4) Rights and Duties

At the same time, SST is authorized by the commissioning to obtain information from the authorities involved and third parties at its own discretion, to carry out inquiries and to carry out surveys. A special power of attorney must be issued to SST on request. In order to be able to fulfill orders completely and professionally, SST may be dependent on information (e.g., sketches, site plans, static calculations, or text documents) from the client. For defects - which result from incorrect content of the above information - SST is released from its obligation to perform until the client duly fulfills its contractual obligations to provide the above documents has followed. Additional costs resulting from the delivery of incorrect content in the above-mentioned documents will be charged to the client.

4.1) SST will only check the information and documents that have been sent to it by the client or at its request to the extent that this has been specifically agreed. SST only accepts liability for its inspection if this is expressly stipulated in the contract.

4.2) At the request of SST, the client will release its preparatory work or parts of the service - draft drawings, reports, etc. - in writing in a timely manner so that further work by SST is not delayed.

4.3) All changes for which the AG and / or third parties are responsible after the service or partial service (completed plans and calculations) have already been performed are to be paid for separately by the AG.

4.4) Costs for changes will be communicated to the client in writing by SST before the change service begins. Changes will only be made after a written order has been placed by the client.

5) Services and advance payments of the client

5.1) The AG will transmit the agreed information to SST in good time. The client will also inform SST without being asked of all facts and data that are useful and / or necessary for the performance of the service.

5.2) The client will also provide the contractually incumbent services - e.g., procurement of plans, determination of the type of award, compilation of the documents for obtaining permits, etc. - in due time, including:

- All the basics for planning, especially as-built plans, in digital form if necessary.
- Surveying plan of the entire factory site with height information, coordinates, etc. of the existing buildings, the site, the paved areas, the property boundaries and, if applicable, the fences.
- All reports required for the services of SST, such as soil reports.

5.3) If the order specifies the use of client-specific standards (e.g., company standards) or standards that are not used in Europe, the client must make these available free of charge in German or English.

5.4) If the client insists on the use of special software for processing the project, which is not already used by SST, SST is entitled to pay the client the costs for the acquisition of this software and, if necessary, the acquisition of the necessary hardware and necessary training for the staff to be charged separately against proof of the costs.

5.5) Legal assistance in the event of disputes with third parties (e.g., executing companies), if SST represents the interests of the client in these disputes, the client must provide SST with legal assistance free of charge. In addition, all expenses on the part of SST in this context are to be paid for separately by the client.

5.6) The legal review of the draft construction contract, if it is drawn up by SST, by a lawyer of the AG is the responsibility of the AG; liability on the part of SST is excluded.

5.7) SST assumes that the WG SST clearly communicates which persons are responsible for which tasks and are the contact persons for SST.

6) Exclusions

- 6.1) Exclusions are costs (for services) that are not included in SST's fee.
- 6.2) Costs for required expert opinions. Costs for certificates, costs for inspections or approvals by experts and costs for public administration fees that are related to the construction project.
- 6.3) Supervising the removal of defects after formal acceptance (service phase 9 of German HOAI) is not included in the scope of services of SST, unless expressly stated otherwise in the offer.
- 6.4) The number of drafts is limited to a maximum of 2 for all planning services. After the design phase, no further variant studies are included in the scope of services of SST.
- 6.5) Liability for the legal part of the tender documents or contracts for work, as well as their review.
- 6.6) Liability for incorrect workshop and assembly plans as well as calculations made by third parties, even if these are checked and approved by SST. The checking and approval of these documents only serves to check for collisions with the planning of SST.
- 6.7) The auditor's fee as well as all official fees and fees from public inspection bodies are paid by the client or the investor.
- 6.8) Further specific exclusions according to the offer or contract.

6) Client's duty to cooperate

The client must obtain all private and public law approvals required for the construction of the commissioned leisure / sports facility, as well as event-specific, free of charge before SST begins its on-site activities. He is also responsible for ensuring that the construction of the commissioned leisure / sports facility at the designated location does not conflict with any other factual or legal obstacles. Should this still be the case and should third parties assert claims against SST as a result, the client releases SST from this.

If the AG supports SST by leasing machines,

a) the client ensures and assures SST that they are adequately insured against any damage and that they are approved in accordance with the official regulations and that they do not exceed the permitted maximum speed of 20 km / h under any circumstances. If the machine is operated properly and professionally, damage occurs due to circumstances that SST's staff or vicarious agents have not been able to detect, the client indemnifies SST from all claims for damages. Damage to machines caused by force majeure / storms during use or the care of SST is at the expense of the client. SST does not undertake any maintenance work and is not responsible for damage caused by wear and tear or signs of fatigue to the engine,

hydraulics, electronics, chassis, attachments or cable winch. All consumables and operating materials are provided by the client free of charge.

b) all obligations of a proper instruction for the handling of machines - in accordance with the guidelines of the employers' liability insurance association - as well as the creation of a handover protocol lie with the client.

If the AG supports SST with work,

a) the client ensures and assures SST that it has adequate accident and social insurance. He releases SST from all resulting claims that his employees or agents or third parties assert against us.

b) all obligations with regard to occupational safety and the prevention of work accidents, occupational diseases and work-related health hazards for its employees and subcontractors lie with the client. In particular, he is responsible for providing personal protective equipment for his employees and subcontractors. The applicable accident prevention regulations, trade association regulations and working time laws must be complied with. During our work in nature, the client must ensure that current and timely official weather forecasts are communicated free of charge to the SST project manager by email and in advance by telephone. Severe weather warnings are to be reported immediately. Whether the weather allows the planned work in nature is decided jointly by the AG with SST. Insofar as the services and preparatory work to be performed by the AG in accordance with the preceding paragraphs are not performed on time or are incomplete, and SST as a result is hindered, SST must notify the client of this immediately. This is not necessary if the client is clearly aware of the obstructive circumstances and their effects. The following then applies: The period between the contractually agreed times, start of assembly and end of assembly / acceptance is extended if the hindrance was caused by a circumstance for which the client is responsible. In particular, by the period of time by which the assembly work is extended because auxiliary staff to be provided by the client is not available or is not able to work. If an official acceptance is to be carried out for the construction of leisure / sports facilities or for the implementation of an event, this will be arranged by the client at its own expense.

7) Liability and Warranty

SST is liable to the client for damage - with the exception of personal injury - only in the event of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damage caused by employees or third parties obtained from SST. Claims by the client - regardless of the legal reason - for lost profit or other financial losses are excluded. This

limitation of liability does not apply if the damage is due to intentional or grossly negligent behavior on the part of SST, insofar as it is based on the lack of a warranted property that was specifically intended to protect the customer from the damage that occurred, or if the customer was responsible for the in the absence of a guaranteed property, compensation for non-performance is required. In all cases, however, our liability is limited to typical, foreseeable damage. We are not liable for advice. Regardless of this, any warranty or liability claims are void if the client makes changes to the leisure / sports facilities as well as equipment or goods created by SST or has them carried out by third parties without the consent of SST, as well as defects due to non-compliance with our technical information for the treatment of the goods and / or services delivered by us arose. Without this being necessary because of delay on our part and the unsuccessful expiry of a grace period set by the AG or for other reasons to enable use in accordance with the contract. The preceding sentence does not apply if the client proves that the defects or damage in question were not caused by the changes made by him or the third party. The client has to provide evidence that the damage was caused by SST. The reversal of the burden of proof, i.e., the obligation of SST to prove its innocence for the defect, is excluded. If SST performs the work with the help of third parties and warranty and / or liability claims against these third parties arise in this connection, SST assigns these claims to the client. In this case, the AG will take precedence hold on to this third party and hereby accept the assignment. If it becomes impossible for a supplier, service provider or freelancer (e.g., photographer, athlete or artist / DJ) to perform the services incumbent on him in an intermediary transaction, SST is to be released from all claims of the aforementioned service providers. This also applies to claims for breaches of contract or other claims for damages. The agency commission for SST agreed in individual cases is also due if third parties do not, or not completely, perform services. Incidentally, claims for damages against SST - for whatever legal reason - are limited to the amount of the order amount, but no more than to the amount of SST's professional liability insurance with the amount of cover of € 3 million for property and financial damage. At most, however, for 3 damaging events with a total of 3 million euros each. All of the above limitations of liability also apply in favor of our employees and other vicarious agents. The AG is entitled to the removal of defects, provided that SST is responsible for them. The client can demand cancellation of the contract (conversion) or reduction of the price (reduction) if at least two attempts at rectification are due to the same defect failed. Warranty claims can only be made after notices of defects, which must only be submitted in writing. Obvious defects must be reported immediately, but no later than 30 days after delivery of the service or partial service. Liability for consequential damage is

expressly excluded, unless it has been explicitly agreed.

If the notification of defects is delayed or if reservations due to known defects were not reported at the time of acceptance / handover, the warranty claims expire completely. §377 HGB applies. The warranty claims are precisely specified in the offer or contract for individual products or services. If an information for warranty claims is not given or is not specified in the terms and conditions, the period for warranties is agreed to be one year.

The following are excluded from warranty claims:

- Batteries, accumulators and shock sensors as well as tarpaulins.

Warranty claims are also void if:

- Damage is caused by improper use of our goods or non-observance of our construction, maintenance and service guidelines information.
- There are signs of wear and tear due to other external influences.

The grounding (e.g., for protection against lightning strikes) for all goods delivered by SST - even if these were installed by SST - is not part of the services provided by SST unless expressly agreed otherwise. There are no liability or warranty claims for damage caused by missing grounding.

Claims for damages by the client can only be asserted at SST within six months of becoming aware of the damage and the party responsible.

8) Retention of title

All goods delivered by SST remain the property of SST until full payment and settlement of all claims from the business relationship with the client. This also applies to disputed and / or conditional claims. The AG is entitled to dispose of the goods in the ordinary course of business as long as the AG is not in arrears. Insofar as we retrieve goods based on our reserved rights, the client bears the costs incurred.

Extended reservation of title

As a precaution, the AG hereby assigns all claims arising from the resale or any other legal reason relating to the goods to SST. SST hereby accepts the assignments. At the request of SST, the client is obliged to provide SST with individual evidence of claims against third parties and to notify the subsequent purchaser of the assignment made with a request to pay only to SST. SST is entitled to notify the subsequent purchaser and to collect the claim. In order to secure ownership rights,

especially in the event of payment arrears, the AG grants SST or commissioned third parties the express right to be able to enter the property and business premises of the AG at any time in order to be able to pick up the goods owned by SST.

9) Payments, remuneration and accounting

In principle, payments must be made on time and without cash. Failure to comply with terms of payment or circumstances that call into question the creditworthiness of the AG result in an immediate due date for all claims and the suspension of all services and deliveries - without the AG being entitled to compensation - on the part of SST. In these cases, SST is entitled to withdraw from the contract after a reasonable period of time or to demand compensation for non-performance. SST is entitled to send invoices to the client in electronic form. With the sending of invoices in electronic form by SST, the AG expressly declares itself

I Agree. In the case of fee or commission agreements, the amount is based on the written agreement between the client and SST. SST is entitled to issue interim accounts as work progresses. The fee is due when the invoice is issued by SST and is payable immediately without any deductions. If the execution of the order is prevented by the client after the contract has been signed (e.g., due to termination), SST retains the right to payment of the entire agreed amount minus saved expenses. In case of doubt, all saved expenses are agreed at a flat rate of 30 percent of the fee or commission for those services that the AG has not yet provided by the date of the termination of the contractual relationship. Products or services specially manufactured for the client (e.g., static calculations) are excluded. A 100 percent claim for damages in favor of SST is agreed here. All services are charged plus statutory VAT. In the event of default in payment, default interest of 1% per month or part thereof will be charged. If the AG has not made a repayment provision, SST is entitled to do so. §366 BGB is repealed.

The following also applies:

- Advance payments are to be made to SST within 10 working days after the conclusion of the contract / acceptance of the offer.
- Offsetting / compensation with any counterclaims, for whatever reason, is not permitted.
- It is expressly agreed that in the event of a delay in payment by the client of more than 30 days, as well as after a written reminder / reminder by SST, SST is entitled to cease the services. Under no circumstances is SST liable for follow-up costs and / or delays in deadlines that the client incurs as a result of the termination of the service. SST will resume the provision of services no later than 3 working days after receipt of payment of the full invoice

amount. The agreed dates for the provision of services by SST will be extended in accordance with the service interruption.

- Withholding and offsetting due to any counterclaims of the AG disputed by SST are not permitted.

10) Copyright, right of use, protection of intellectual property

SST has a copyright for project work. The client may only use the project work and presentation for the purpose stated in the offer or in the project work in the contract. Any further use, in particular duplication and publication, also in extracts or other units, is only permitted with the written approval of SST and is generally to be additionally paid for. If SST does not receive an order after participating in a presentation or a tender or after submitting an offer, all services by SST, in particular their content, remain the property of SST. The AG is not entitled to continue to use this - in whatever form. All services by SST (e.g., ideas, concepts for snowboard routes or events, etc.), including individual parts thereof, remain the property of SST. By paying the fee, the client only acquires the right to use for the agreed purpose. Unless otherwise agreed with SST, the client may only use the services of SST itself and - if agreed - only for the duration of the offer / contract. Under no circumstances will SST be liable to third parties through unauthorized duplication or distribution of the work - in particular for the correctness of the work. SST is authorized to take recordings of nature, buildings and events and have unlimited rights of use from the AG - unless otherwise agreed in the offer / contract. For graphics provided by the AG for the order-related use of all kinds of printed matter, the AG assures SST that no copyright infringement can occur through the use of these graphics and that corresponding usage contracts have been concluded with the author. The AG indemnifies SST against claims from third parties.

11) Acceptance, transfer of risk, default in acceptance

Unless the risk has already been transferred to the AG, the risk is transferred to the AG as follows at the latest: Either with collection, loading or handover to the forwarding agent or carrier, regardless of whether we ship, the AG picks up, whether SST or the AG engages third parties and regardless of whether the shipment is carriage paid, freight collect or at a flat rate, even if partial deliveries are made. In the event of delays in the aforementioned circumstances for which the AG is responsible or if the AG is in default of acceptance for other reasons, the risk is transferred from the AG upon notification of readiness for delivery. In any case, the delivery address must be chosen by the client so that you can be reached with the required vehicle. SST and the shipping company are not responsible for delivery

addresses that are inaccessible to the shipping companies. Any additional costs are to be borne by the client. For example, if a 40-ton truck has to deliver due to the volume of the order, the unloading location must be selected so that the truck can reach it and turn around again there. A delivery address that can only be reached via mountain roads / forest roads or that is difficult to drive on due to snow is simply unreasonable for the freight forwarder. In such cases, the forwarding agents reserve the right to unload the goods at an unproblematic unloading location. In these cases, neither SST nor the shipping company can assume responsibility or the costs for onward transport. In principle, costs and organization of the unloading are to be borne by the client. The client will be informed of the exact delivery date in good time. Please also note our shipping and delivery conditions attached to these terms and conditions.

The client is obliged to accept the performance of the SST on the completion date specified by the latter. The acceptance takes place regularly on the occasion of trial runs or dress rehearsals. This does not apply to the planning services that are deemed to be completed and ready for acceptance upon receipt by the client. Any outstanding partial services or the removal of defects will be made up for or remedied as quickly as possible. If they do not significantly impair the function of the object of performance, they do not entitle you to refuse acceptance. If the service cannot be made available by SST for reasons for which the AG is responsible, the risk is transferred to the AG on the day of the performance, at the latest upon receipt of the notification of completion. A completion notification is not required if the client has started the completion by using the service / goods. SST's performance is then deemed to have been fulfilled. In the event that the service has been completed, but waiting times for use - such as for the concrete to dry out - are to be observed, the risk of traffic safety and the risk of damage of any kind (such as vandalism) are transferred to the client's danger area, even if no final acceptance has been made. This also applies in the event of an unnecessary delay in acceptance by the client. In these cases, the AG releases SST from all liability claims by third parties.

11.1) If - the construction, operation and maintenance of snow parks has been agreed:

In the current legal opinion, snow parks are to be classified as "special areas in the organized ski area" and are therefore fundamentally subject to the operator's duty to ensure safety. The client assures that he is also the operator of the snow park. Depending on the type of order, SST takes on the construction and dismantling as well as the maintenance of the snow park for the client. If the daily check of the route and reshapes have been agreed in the order

/ contract, SST will check the condition of the route on a daily basis and will send a release notification to the client after the route has been serviced. Only then can the AG start operating the snow park. SST is not responsible for any traffic safety obligations unless this was agreed separately in the contract.

11.2) If - project support and / or event management agreed:

It is agreed between SST and the client that these services are used by SST at your own risk. Insofar as SST has to offer and provide its services to third parties (i.e., persons who are to be assigned to the AG's warehouse, such as vicarious agents of the AG, guests of the AG, etc.) on behalf of an AG, the AG provides SST from free from all liability claims of third parties, insofar as these exceed the liability limits contained in these terms and conditions. In favor of SST, the client undertakes to agree on the same restrictions and exclusions of liability with the participants. SST assumes no liability for any material, equipment and space made available by the client or third parties for the implementation of events. This does not apply to intent or gross negligence. In this respect, AG exempts SST from any liability claims made by AG or participants in AG SST. In particular, SST is not liable if the operational personnel are subject to the instructions of the client during the campaign. Insofar as SST rents or lends items of any kind, the AG is liable for loss, damage or other impairment of the substance and the intended use of the leased or lent items. The replacement value is to be used as a basis for compensation claims by SST. GEMA fees and other permits as well as permits of all kinds are obtained by SST in the name and on account of the client after a separate order has been placed. SST cannot guarantee the issuing of permits (of any kind). SST therefore assumes no liability whatsoever for not granting permits. The client undertakes to take out adequate event organizer liability insurance for the events. The client must make complaints to project support and event management immediately (within three working days after the performance by SST) in writing and give reasons. If it is not possible to improve our services due to the passage of time (e.g., termination of the event), the customer is only entitled to a reduction in price. These points are also valid if SST acts as the organizer in cooperation with the AG.

11.3) If - an intermediary activity has been agreed:

If SST acts as a broker of services, artistic performances, etc., the respective AG undertakes not to use the contacts made by SST for the conclusion of direct or follow-up business. This obligation of the AG is specific

The duration of the individual order is limited. In the event of a breach of this obligation, SST must be treated as if the unauthorized direct business had been brokered by SST. SST has in this case entitlement to payment of the agreed agency commission, but in any case, in the minimum amount of 15% of the respective net order value. Insofar as SST concludes contracts for the implementation of events with third parties, such a contract is concluded in the name and for the account and authorization of the AG. This applies in particular to the rental of rooms, the conclusion of contracts in the catering sector and the conclusion of contracts with artists as well as service providers and suppliers.

11.4) If - the delivery of components for use with floor anchoring is agreed:

The anchoring of components susceptible to wind poses a particular challenge. On the one hand, it is the wind conditions at the installation site and, on the other hand, the naturally different soil compaction conditions and unpredictability of the ballast weight in snow, which prompt SST to install sleds, anchor plates and the associated components on foundation-like structures. Constructions for fastening superstructures, no liability and warranty claims in favor of the client to be granted. Use our years of experience to assess the use of different fastening techniques. If desired, we are happy to assist in arranging a structural engineer for the preparation of a stability certificate.

11.5) If - goods from our wake program are delivered:

Wake products are generally only manufactured on customer request. This means that if you withdraw from the order / contract, a 100% claim for damages in favor of SST is always due. The anchoring of the obstacles in water is generally carried out by the client at his own risk. When unloading, the client must ensure that the mostly very large parts are unloaded without damage. We document our loading very precisely. Please also note that the transfer of risk in the case of delivery by SST vehicles - i.e., no delivery by third parties - has already passed to the client. The final assembly and any dismantling for storage purposes may only be carried out in the water. Damage caused by incorrect assembly or disassembly is excluded from the guarantee.

11.6) If - rental of goods has been agreed (General Rental Conditions):

For goods rented by SST, the following provisions apply in addition to the GTC. The order / contract grants the client the right to use SST goods as intended for the agreed period. The AG is liable for all damage that occurs when using the Rental objects arise. After

termination of the contract, the client is obliged to return the rented items fully insured and free of soiling to the SST headquarters in Durach at its own risk and expense.

11.7) If - tools have been purchased: Safety instructions for handling tools from SST

SST tools have been produced for professional use. With the purchase, the client confirms that he is trained in handling the tools and that he has taken all accident prevention regulations into account. In the event of an accident, SST cannot be prosecuted. The tools must be kept out of the reach of children and must not be used by children.

Decrease

The client is obliged to accept the rental items. He certifies to SST the proper and fully functional acceptance of the rental items, at the option of SST, in writing, e.g., on a delivery note, bill of lading or a confirmation of acceptance. Rented items are to be examined by the AG immediately after receipt to ensure that they are free of defects and complete. Any defects or shortages must be reported immediately, otherwise the assertion of all claims is excluded.

Use of the rental items, instructions for assembly and use

The client is obliged to observe all requirements for the use of the rented SST and other goods, as well as to obtain any necessary registrations or permits for the use of the rented objects. The client has to take out the necessary insurance at his own expense.

Intended use, costs of maintenance and repairs

The AG undertakes to use the rented items exclusively as intended. He has to keep the rental object in a contractual condition and to carry out any repairs at his own expense. This does not release the AG from its obligations under the rental agreement, in particular not from the obligation to pay the rental price.

Deteriorations, deviations from the delivery condition

Any deterioration or deviations from the delivery condition of the rental objects at the end of the rental period, provided that these are not due to intended use or would have arisen from intended use, shall be borne by the client. The AG bears the cost of cleaning or repairs. If, in the opinion of SST, parts cannot be repaired or the repair costs exceed the net list price, SST is entitled to refuse to take back damaged rental objects and instead to charge compensation in the amount of the net list price. The client has the right to prove to SST that no damage or damage not in the amount charged has occurred. This also applies if the AG has made technical changes to the rental items.

Arrears in payment, collection authorization

If the AG is in arrears with its payment obligations for more than 14 days, SST is entitled to terminate all rental contracts with the AG with immediate effect without notice and to claim the immediate surrender of all rental items. In this case, the client has no right of retention. In the event of termination, SST is entitled, at its own discretion, to immediately take possession of and pick up either all or only parts of the SST and other goods rented to the AG. Furthermore, SST, or third parties commissioned by SST, in this case is entitled to enter the AG's property or business premises at any time for the purpose of picking up the SST and other goods rented to the AG. The same applies if the SST and other goods are to be collected from customers of the AG. In order to avoid unnecessary costs, the client hereby agrees and expressly consents to this procedure.

If a regulation of the general rental conditions contradicts the content of the general terms and conditions, the regulation of the general rental conditions takes precedence. An invalidity of both conditions is therefore excluded in the event of a contradiction.

12) Information in sales documents as well as binding written information

SST's sales documents contain neither information on the quality nor any guarantee of properties. Verbal information provided by SST employees is a voluntary service. All oral statements are only legally binding with written confirmation.

13) Premature termination of the contract, interruption of the service

13.1) Withdrawal from the contract is only permitted for good cause.

13.2) If SST defaults on a service, the client can only withdraw after setting a reasonable grace period; the grace period must be set in writing.

13.3) If the client defaults on a partial service or an agreed cooperation that makes the execution of the order by SST impossible or significantly hinders, SST is entitled to withdraw from the contract.

13.4) SST can prematurely terminate the contractual relationship by means of a registered letter with immediate effect if the AG violates essential contractual obligations, in particular if the AG does not provide the information, documents or requirements necessary to achieve the service in good time. This also applies if the AG does not provide SST with information that violates the independence of SST or its property rights.

13.5. If SST is entitled to withdraw from the contract, SST retains the right to the entire agreed fee, also in the event of unjustified withdrawal by the client. If the client is justified in withdrawing from the contract, the client shall pay the services provided by SST plus a payment of 5% of the agreed total fee.

13.5) If the client interrupts the provision of the service by SST for reasons for which SST is not responsible, SST is entitled to claim downtime costs for the staff held on site.

13.6) The specified lump sums or the lump sums specified for parts of the service apply to a continuous planning process according to the schedule. In the event of planning delays caused by the client, 5% of the lump sum from 3 months, 10% of the lump sum from 6 months, 15% of the lump sum from 9 months, 20% of the lump sum from 12 months onwards. This regulation applies unless a separate written agreement has been made between the client and SST for this case.

14) Applicable law, place of jurisdiction, place of performance

German law applies exclusively. UN sales law does not apply. Changes must be made in writing. The place of jurisdiction and performance for all services is D - Kempten (Allgäu).

15) Data protection

SST collects the client's personal data exclusively for the purpose for which the client made his data available. The client agrees and authorizes SST that the data received in connection with the business relationship are processed, stored and evaluated in compliance with the data protection regulations to be observed.

16) Final provisions

If a provision of this contract is void due to legal regulations, the validity of the remaining provisions of this contract is not affected. Ineffective provisions can be replaced by those that come closest to the intended purpose and are legally permissible. The contracting parties undertake to accept such a substitute provision. Changes and additions to this contract must be made in writing to be effective. The Ineffectiveness of individual provisions of this contract does not affect the effectiveness of the remaining provisions. The parties undertake to replace an ineffective provision with a valid agreement, the economic success of which corresponds as closely as possible to the ineffective one.