

**Special Terms of Contract of AMBION GmbH (AMBION)
for Renting to Customers other than Consumers****§1 SCOPE**

(1) These Special Terms and Conditions („STC Renting“) apply in addition to the General Terms and Conditions of AMBION to all contracts the subject matter of which is the renting or other surrender of use in return for payment of objects („Rental Objects“).

(2) The STC Renting apply also to contracts which, in addition to the services described in Section (1), concern other services of AMBION provided as ancillary services or as services not characterising the nature of the contract.

(3) Beyond the scope of Section (2), the STC Renting apply in contracts regarding various services provided by AMBION for the surrender of use of objects to the extent this is appropriate (e.g. with respect to warranty) and does not impair the nature of the contract.

§2 RENTAL TERM

(1) The rental term is calculated by days and weeks. The minimum rental term is one day. Partial days shall be counted as full days.

(2) The rental term shall commence at the time of delivery or collection ex AMBION's warehouses in Kassel, Hamburg, Frankfurt or Berlin and shall end at the agreed time of return. Should the return of the Rental Object be delayed beyond the agreed time of return, AMBION may, as a compensation for use for the duration of the withholding of the Rental Object, demand the agreed rent or a rent achievable in the market at the centre of the withholding.

§3 USE OF THE RENTAL OBJECT

(1) The Customer shall treat the Rental Object with care, keep it safe in a proper way, protect it against impairment/damage and maintain it in a usable condition. The Customer shall in particular observe the instructions for servicing, care and use.

(2) Surrender of the Rental Object to a third party shall require the prior written consent of AMBION. Unless otherwise agreed, the Customer shall keep the Rental Object in its immediate possession and use it only at the agreed places of use. The Customer shall allow AMBION to inspect the Rental Object at any time.

(3) AMBION reserves the right to exchange individual Rental Objects during the rental term without impairing the contractually assumed use and to replace them with equivalent objects.

§4 CUSTOMER'S LIABILITY

(1) The Customer shall be liable to AMBION for damage or other extraordinary wear and tear caused to the Rental Object and the accessories by it or a third party during the rental term. During the period from start of the rental term until return, the Customer shall bear the risk of accidental destruction of and accidental damage to the Rental Object.

(2) In the event of total loss, the Customer shall pay the replacement value of the Rental Object, irrespective of whether or not the Customer is responsible for the total loss.

§5 WARRANTY

(1) AMBION shall be liable for the fully functional condition of the Rental Object only at the time of passage of the risk. Any liability on the part of AMBION for damage to property and injury to persons which may arise from the use of the Rental Object is excluded, unless such damage or injury is caused by a defect of the Rental Object. The Customer shall be obliged to give notice of any defects of the Rental Object without delay. In such a case, AMBION shall be given the opportunity to remedy

the defect or to exchange the Rental Object for a different, equivalent Rental Object. Notice of a defect is a condition for warranty claims by the Customer.

(2) The Customer shall be obliged to indemnify AMBION from any and all third-party claims asserted against AMBION by reason of or in connection with the use of the Rental Object. AMBION's claim to indemnification shall in particular include the costs incurred by AMBION in the defence against claims raised by a third party. AMBION shall not be liable for any loss which may be incurred by the Customer when using the Rental Object, in particular damage to other property or injury to persons, provided such loss is not caused by a defect.

(3) In case of failure of the Rental Object, the Customer shall be entitled to claim damages or to withdraw from the contract. The compensation for damages shall be limited to the amount of the agreed rent. Other, further claims of the Customer for compensation in case of damage shall be excluded. Where AMBION's liability is excluded, this shall also apply to the personal liability of the personnel used by AMBION. If a Rental Object is hired without personnel of AMBION, the Customer shall ensure compliance with all safety regulations in force, in particular the accident prevention regulations and the VDE regulations.

§6 THIRD-PARTY RIGHTS

The Customer shall keep the Rental Object free from all encumbrances, demands and liens of third parties. The Customer shall be obliged to notify AMBION without delay – handing over all necessary documents – if the Rental Object is seized or claimed in any other way by a third party during the term of the rental contract. The Customer undertakes to pay the costs necessary to reverse such interventions by third parties.

§7 WITHDRAWAL

The Customer may withdraw from the rental contract only prior to surrender and only if it pays the lump-sums stated in Section 12 of the GTC or without condition and without reservation acknowledges an appropriate payment obligation towards AMBION by a written declaration. Any withdrawal shall become effective only upon receipt of the payment by AMBION or upon receipt of the acknowledgement. The point in time relevant for the calculation of the withdrawal lump-sum shall be the point in time at which the withdrawal becomes effective. The right of withdrawal from the contract for an important reason shall not be affected by this.

§8 INSURANCE

(1) The Customer shall be obliged to take out due and sufficient insurance against the risk generally associated with the Rental Object and its use as intended. Conclusion of the insurance contract shall be proven to AMBION on request by presenting the insurance policy.

(2) AMBION may take out insurance against damage to the Rental Object for the benefit of the Customer but not against damage caused by negligence or misuse by the Customer. The costs of the equipment insurance shall be charged to the Customer. If required, the Customer shall be allowed to inspect the insurance policy at the premises of AMBION.