

Terms of hire

1. Hire period

Billing for hire equipment is based on calendar days - not working days - regardless of actual use or the number of operating hours. The calculation period begins on the date of delivery from our warehouse or our agent's warehouse. Special agreements will only be taken into consideration when invoicing, if these have been clarified upon hiring and confirmed by us. The minimum hire period is 3 days.

2. Terms of payment and securities

The hire price is calculated after return. For long-term hire, interim billing will be effected every 30 days. The hire charge is due immediately upon receipt of the invoice. In the event of non-compliance with these terms of payment or where circumstances occur, which we become aware of after conclusion of the respective Contract and which, in our opinion, are likely to reduce the creditworthiness of the Lessee, our Conditions of Purchase, Delivery and Payment apply accordingly, i.e. the Lessor has rights of rescission and removal.

3. Shipping costs

The costs of delivering the hire equipment and accessories from our warehouse or our agent's warehouse to the operation site and the costs of return to our warehouse or our agent's warehouse will be borne by the Lessee.

4. Operation site (building site)

The Lessee undertakes to inform the Lessor of changes to the operation site where the object of hire is used. In particular, the object of hire may not be passed on or sublet to third parties.

5. Liability and servicing

The hire equipment is delivered in defect-free, operational condition. Maintenance and exchange of parts on the basis of normal wear and tear is included in the hire price. Damages or wear and tear to the hire equipment as the result of unusually tough operating conditions (e.g. fire damage, accidents, negligence or failure to observe operating instructions) must be paid for by the Lessee. The Lessee must handle the hire equipment with care. The risk of accidental loss, theft, damage, destruction or premature deterioration of the hire equipment - for any reason whatsoever - will be borne by the Lessee. The Lessee is not permitted to open or repair the hire equipment itself, nor to allow persons who do not belong to Carl Stahl ARC GmbH or are not contracted by Carl Stahl ARC GmbH to do so. All costs incurred as a result of failure to observe this provision will be borne by the Lessee.

6. Dispatch and transfer of risk

Risk - including the risk of seizure - transfers to the Lessee upon handover to the carrier or haulier, at the latest, however, when the equipment leaves the warehouse. The transfer of risk ends when the equipment has been properly acknowledged as returned to our warehouse.

7. Return

Hire equipment must be returned in good condition, after thorough cleaning. Where the Lessee returns equipment and accessories that have not been cleaned, we will charge for the cleaning costs. Upon return, equipment will be subject to a visual and functional check. The costs of these checks will be borne by the Lessee.

8. Purchase of hire equipment

The Lessee may purchase the hire equipment at any time, with our agreement. In this case, the hire price paid up until that point will be credited up to 50% of the purchase price. Where only one of several items of equipment hired is purchased, the credit will only be applied for this equipment. The same applies by analogy to accessories. Our Conditions of Purchase, Delivery and Payment apply to the Purchase Agreement.

9. Retention of title

We retain title to all hired and/or purchased equipment and accessories until complete settlement of our claims, in accordance with our General Conditions of Purchase, Delivery and Payment.

10. Place of performance and place of jurisdiction

The place of performance and place of jurisdiction for all legal disputes arising under this Contract is the business headquarters of the Supplier, thus Süssen.

Carl Stahl ARC GmbH

Suesen, March 2020