

1. General

1.1. The AST Eis- und Solartechnik GmbH - a limited liability/limited partnership company - (hereafter AST) consigns to the Renter for the duration of the rental period the described rental object for agreed upon usage according to rental contract conditions.

1.2. The Renter must pay the agreed rental fee at the start of the rental association and during the rental duration must handle the object carefully and correctly. Under these prerequisites AST will maintain service and operation of the rental object during the rental period. Technical failures - especially during maintenance times - will be kept by AST at a organizational minimum and must be tolerated by the Renter.

2. Rental Duration

2.1. The rental duration is determined on an individual basis. The rental period begins on the day of agreed upon pick up of the rental object from the AST warehouse and ends on the day of return of same rental object.

2.2. The Renter is responsible for punctual written notification of the return of the rental object. If pick-up is to be accomplished by AST, a 7 day notification of the pick up day of the earliest transfer time must be agreed upon.

2.3. The Renter must have the rental object accessible, transportable and ready for pick up if accomplished by AST. If this is not the case, the Renter is liable for damages that AST may suffer due to delays and the Renter must bear the new travel costs.

3. Rental Fee/Rental Payment

3.1. The rental fee is based on the agreed upon extent of deployment, which is regulated by the individual contract.

3.2. All prices - unless otherwise stated - are in Euro and not including the obligatory value added tax.

3.3. Not included in the rental fee - unless specifically agreed upon and noted in the contract - are all operating costs including diesel fuel, lubricating oil, filter usage as well as technician deployment for the changing and replacement of stated items. Also not included in the rental fee are transportation costs to and from site as well as the costs of loading and unloading, installation and uninstalling, instructional time and any other required installation or technical assistance of stated items.

3.4. The granting of discounts is excluded when not specifically agreed upon and confirmed in writing by AST. Disputed fees do not entitle the Renter to non-payment of the invoice. Charges against demands from AST are only allowed through established, lawful counterclaims on the part of the Renter. The Renter can not assert any lien on the rental object.

3.5. If the Renter does not fulfill, does not pay on time or pay in full his payment obligation, AST - after a suitable grace period - can immediately cancel the rental agreement and demand the return of the rental object. If - in such a case - the Renter does not immediately return the rental object, AST will pick up the rental object at the expense of the Renter. In this case the Renter must allow AST access to the rental object.

3.6. In the case of late return of the rental object, the Renter must pay in addition to the agreed upon rental fee a usage fee for each calendar day up to the actual return of the rental object in the amount of rental charge based on the actual rental fee list.

4. Deposit

4.1. In the case of the rental object being used outside of the country of Austria, a determined deposit or a security in the Renter's own name from a large Austrian bank is required. This will then be refunded after the return of the rental object. From this fundamental permissible security deposit, AST shall subtract all unpaid claims.

5. Maintenance Obligations

5.1. According to the rental contractual specifications, AST will consign to the Renter equipment that is in working order. Normal wear and tear of the rental object cause by contractual usage is borne by AST.

5.2. AST guarantees - based on the specifications of the regulations under 3.4. the operational capability of the rental object during the agreed upon rental period through timely availability of man power and the required part or whole replacement or repair of the rental object.

5.3. The Renter is obliged to (a) protect the rental object from vandalism, damages and overwork, (b) properly and expertly maintain and care for the rental object following the instructions of AST and /or the manufacture, (c) make immediate necessary repairs to maintain the working ability of the rental object and observe the regular operation service check ups. Costs for all repairs and maintenance are borne by the Renter if these have been caused by not observing points 5.3 a/b or false usage, (d) take precautions and protection measures so that the rental object does not fall into the hands of a third party, (e) grant information to AST concerning the whereabouts of the rental object at all times as well as grant access to AST to the rental object and procure at the Renter's own cost all necessary permissions and authorizations, (f) return the rental object in a contractual, clean, operational and complete condition. If the Renter does not return the object in a corresponding manner, AST can file a complaint. If the Renter does not take advantage of the possibility for damage repair within 5 days, AST will repair the damages at the cost of the Renter.

5.4. AST has the right to monitor or have monitored the condition of the rental object. The Renter is obliged to co-operate in monitoring in every way. The Renter has the right to test or have the rental object tested at his own cost before return. Following the rental period AST can have the object examined by an expert. The expert must determine the extent of the damages as well as the estimated repair costs. The cost of the examination are equally shared by AST and the Renter.

5.5. AST is not liable for damages arising out of a violation of the maintenance duty of the Renter or third parties. On the other hand the Renter is liable for damages arising out of a violation of the maintenance.

6. Loss/Damage of the Rental Object

6.1. By loss or damage of the rental object the Renter must immediately notify AST in writing. If the loss or damage is caused by a third party, the Renter must file a grievance with the police.

6.2. By loss or damage of the rental object, which renders the object technically irreparable or not worth repairing, the Renter is liable for the commercial value needed to replace the rental object. Irrespective of this, the Renter is liable to AST for all incurred damages, particularly the necessary loss of time for the removal of damages.

7. Renter Insurance

7.1. For coverage of risks from loss, damage or vandalism of the rental object, the Renter is obliged to take out insurance in the amount of the new value of the rental object. The resulting rights are to be turned over from the Renter to AST as security for their demands.

7.2. Should AST release the Renter from the obligation to cover the risks of loss or damage through an insurance policy, the following conditions will apply:

(a) AST takes care of the insuring of the rental object for the customer. Included is the entire electrical unit, the refrigeration, heating and cooling units, load resistors and transformers as well as the refrigeration tubing system, board elements or similar and the resurfacing machines. Not insured are additional equipment, cables, electrical distributors, tanks, trailers ect. as well as fuel.

(b) Insured is the misplacement and/or the damage of complete pieces of equipment occurring through theft, breaking in, robbery, Acts of God as well as fire, lightning and explosion. This insurance policy includes road transportation.

(c) In the limits of the insurance policy AST demands a equity ratio to be paid by the Renter in the amount of €2,500. by total loss and €500. by damage

(d) Not included in the insurance coverage are damages - including usage loss and consequential costs - resulting from faulty operation by the Renter (i.e. running out of fuel) leading to machine malfunctions. Also not covered are expenditures arising from the removal of water or ground contamination caused by operational fluids (overflowing of fuel tanks, spillage of anti freeze, damage to the saline system) due to improper usage on the part of the Renter.

(e) Not insured is water and mud damage to the equipment cause by flooding.

8. AST Liability

The contractual and criminal liability of AST towards the Renter is limited to the lawfully allowed measures. Accordingly AST is liable for flagrant, negligent and deliberate causes of damage on the part of leading employees or their work force. AST is not liable for consequential damages which the Renter or third party suffers as a result of delivery delays during necessary repairs of the rental object throughout the entire rental period.

AST is also not liable for damages or consequential damages that incur by inadequate deployment of manpower during the installation and uninstalling of the rental object. The Renter is liable to repair damages caused on site to building, furnishings or other items. Eventual defects must be noted on the transfer protocol, otherwise AST will invoice the Renter for repairs after the return of the rental object.

AST's liability is limited when a violation of essential contract obligations for replacement of incurred contractual damages - which were for AST predictable - occurs. Limited liability is 5% of the rental fee.

9. Monitoring the Rental Object

The Renter must grant AST the opportunity to access and inspect the rental object at all times and may not hinder at any time this action.

10. Special Conditions

10.1. The Renter is not allowed to pass the rental object on to or rent it to a third party. He does not have the right - for the sake of a third party - to relinquish the rights listed in this contract or to offer any right whatsoever to a third party in regards to the rental object.

10.2. The Renter is not allowed - without the knowledge and agreement of AST - to set up the rental object on a different location or to use the object for other purposes than those stated in the contract.

11. Sale of the Rental Object

Should AST - after the completion of the rental period or instead of the rental contract - agree on a sales contract, the General Business Conditions apply.

12. General Topics

12.1. The rental contract is written up between AST and the Renter. Changes or additions to the contract must be in writing. This applies also for the submitting of this written contractual agreement. A withdrawal after signing of the contract and before service begins, leads to lawful damage claims.

12.2. Place of Performance and Jurisdiction is A 6600 Reutte. Austrian law determines the validity of this rental contract and all contract relationships, repercussions and after workings under exclusion of it's confliction and regulation norms and under exclusion of the UN Right of Sales Agreement obliged to co-operate in monitoring in every way. For all disputes from the present treaty the competence of the essentially responsible court for Reutte (Austria) is agreed upon.

12.3. Should certain regulations of the herein conditions be or become unlawful, the remaining clauses and the contract itself retain their legal validity.

12.3. All of the herein conditions of agreement must be explicitly agreed upon and in written form.

