

General Terms and Conditions Rental DoPchoice GmbH, Munich
Updated: March 2009

- 1 General, Scope**
- The general terms and conditions delineated herein shall be the sole terms and conditions which apply to all of DoPchoice's current and future business transactions regarding its rental activities. Unless DoPchoice has approved of such in writing, any terms or conditions which conflict with, deviate from or modify the terms and conditions delineated herein shall not be binding on DoPchoice irrespective of whether DoPchoice had prior notice of such terms or conditions. DoPchoice hereby expressly objects to any such conflicting, deviating or modified terms or conditions.
- 2 Contract Formation**
- 2.1 Any offers made by DoPchoice shall be without obligation and subject to change without notice provided that the parties have not agreed to a lockup period. Provided that signatories have not agreed upon a specific delivery time in an individual contract, delivery deadlines are estimated deadlines only.
- 2.2 The customer is bound to its order for a period of two weeks after its receipt by DoPchoice. A contract is deemed to exist upon the customer's receipt of DoPchoice's written confirmation regarding the order or the effective delivery of the applicable goods to the customer.
- 2.3 The scope and type of delivery for an order shall be established solely through DoPchoice's written confirmation relating to such order. Any errors or omissions in DoPchoice's sales prospectus, pricelists, offer documents or other related documentation may be amended without DoPchoice incurring any liability for damages or compensation in relation to such errors or omissions.
- 3 Rental Period, Return of Equipment**
- 3.1 The Rental Period commences on the day of delivery (or pickup) and terminates on the day of return to DoPchoice. Delivery and transport time are included in the Rental Period. To each and every case it is agreed that the minimum Rental Period is considered to be the Rental Period as provided in the Agreement. As a basic principle the way, duration and extent of the rental of the equipment comply with terms and conditions provided in the individual contract and/ or established on the delivery receipt .
- 3.2 By accepting the returned equipment DoPchoice explicitly does not confirm the equipment has been returned free of defects. DoPchoice assertively reserves the right to check and inspect the equipment thoroughly for any flaws or defects. This includes the right to identify potential flaws and losses or shortfall quantities /missing parts/ stock-outs for a period of up to four weeks after the return of the equipment.
- 4 Rental Fee, Cancellation, Set Off**
- 4.1 The current price list effective at the time the customer receives the rental equipment is effective for the rental period. All prices are ex works and net plus statutory value added tax. All shipping and packaging cost are at the expense of the customer. The customer is obliged to return leased equipment carriage free to the DoPchoice address.
- 4.2 The Rental Fee is exclusively calculated at a daily rate. Saturdays, Sundays, public holidays and part days will be charged as full days.
- 4.3 In case a commission is cancelled within 48 hours before the commencement of the respective Rental agreement, the customer has to pay a cancellation fee which is 50 % of the entire Rental Fee.
- 4.4 Invoices provided by DoPchoice have to be paid within 10 days after invoicing. In case of any delay the outstanding amount is subject to interest at a rate of 8% above the basic rate of interest. DoPchoice reserves the right to demand additional damages caused by delay.
- 4.5 The customer may offset its payments only if its counterclaims hereto are legally recognized or are undisputed.
- 5 Duty of Inspection, Duty of Care, Insurance**
- 5.1 The customer is obliged to inform DoPchoice thoroughly about the intended use of the rented equipment and the customer is required to check equipment on receipt, to ensure that it is in sound condition, in correct mode of operation and with all components intact, before the commencement of the intended. Except where a possible defect cannot be identified when receiving the rented equipment, it is reckoned to be in faultless and appropriate condition according to contractual obligations.
- 5.2 The customer is obliged to use the contracted equipment with care. Assigning the equipment to third parties is prohibited unless DoPchoice has given prior consent in writing to the customer. It is the customer's responsibility to ensure that the Rental equipment is used solely according to technical regulations and by expert people. The customer must comply to all current safety regulations. In case any equipment defects emerge during the rental term customer has to inform DoPchoice about those defects within three working days.

5.3 Categorically, the customer has to obtain an equipment replacement value insurance and transport insurance each naming DoPchoice as the beneficiary.

6 Delivery

6.1 The dates for delivery and/or the making available of the goods are not binding unless a date for such has been agreed to in writing by DoPchoice. Delivery of the rented goods will not proceed until the customer provides DoPchoice with proof of insurance designating DoPchoice as beneficiary.

6.2 DoPchoice is entitled to carry out advance and/or partial deliveries of the goods to a reasonable extent.

7 Transfer of Risk

7.1 The risk of loss or damage to the goods passes to the customer as soon as DoPchoice has dispatched the goods from its premises (i.e., plant, factory or warehouse) or upon the surrendering of the goods to the applicable carrier or to the customer itself, as the case may be. The above shall also apply in the event that DoPchoice serves as the carrier for the goods.

7.2 If the forwarding or collection of the goods is delayed due to reasons attributable to the customer, the risk of loss shall be transferred to the customer upon the readiness of the goods for dispatch.

8 Liability

8.1 DoPchoice shall be liable for any damage hereunder caused by it intentionally or caused by its gross negligence.

8.2 In the event of simple negligence by DoPchoice, DoPchoice shall be liable only for ordinary and foreseeable damage arising from the contract, and only to the extent that DoPchoice has breached material contractual obligations. Material contractual obligations are such obligations the completion of which allows the proper performance of the contract and the breach of which threatens the achievement of the subject matter of the contract and why the contractual partner may regularly rely on their observance. Further, in any event, DoPchoice shall be liable for life, body and/or health-related damage and in case of liability claims in accordance with German Product Liability Act attributable to DoPchoice.

8.3 In case of a simple negligent breach of a material contractual obligation DoPchoice shall not be liable for damages which were not foreseeable for DoPchoice at entering into the contract based on all circumstances DoPchoice should be typically aware of at that moment.

8.4 DoPchoice shall be subject to no liability beyond that which is delineated in this Section 7.

8.5 To the extent that DoPchoice's liability is excluded or limited, such exclusion or limitation shall apply to any persons or entities employed by DoPchoice in the performance of its contractual obligations

9 Loss of Profits

9.1 The customer is obliged to pay compensation amounting to the rental fee in case rented equipment was damaged during the rental period and has to be repaired or has to be replaced after total loss.

9.2 If the customer extends the agreed Rental period without written approval from DoPchoice and DoPchoice is unable to deliver the rented equipment to the next customer DoPchoice is entitled to demand compensation covering at least the claims of the next customer.

10 Jurisdiction, Governing Law

10.1 The parties hereto agree that the exclusive jurisdiction for any transaction and/or contract between the parties is upon DoPchoice's choice, either Munich, Germany or the customer's domicile.

10.2 The relationship of the parties hereto shall be exclusively governed by and in all respects construed in accordance with the laws of the Federal Republic of Germany.

10.3 If any of the provisions of this contract or of any other agreements between us and the customer, all or on part, is or shall be adjudged to be invalid, the validity of the remaining provisions of this contract or other agreements shall in no way be affected thereby.