

The following rental conditions shall apply to all rentals of devices and accessories by IMS Robotics GmbH (Lessor) to customers of the company (Lessee).

§ 1 Rental period

- (1) The start and end of the rental period are stipulated in the rental agreement.
- (2) The beginning and the end of the rental period refer to the period from the time of leaving the company headquarters until the time of returning to the company premises of the Lessor.
- (3) As a rule, an extension of the rental period will require the conclusion of a new rental agreement. The Lessor may agree to an extension by unilateral declaration.

§ 2 Rent, methods of payment and security deposit

- (1) The rent shall be paid in accordance with the rental agreement.
- (2) If payment in advance has been agreed, the equipment shall be handed over only after receipt of payment.
- (3) If the collateralization of the rent through a bank guarantee is agreed, the handover shall take place only after an unlimited, unconditional, irrevocable and directly enforceable guarantee of a German credit institution amounting to the total rent plus statutory VAT to cover all claims of the Lessor against the Lessee arising from the rental agreement.
- (4) The guarantee shall be given back after termination of the rental agreement if the rental equipment has been returned in a condition in accordance with the contract, and provided that there are no further claims arising from the rental agreement, subject to other statutory provisions.
- (5) In the event of late payment, the Lessor shall be entitled to charge interest on arrears amounting to the loss incurred by him, but at least to the extent of 5 percentage points above the current base interest rate.

§ 3 Handover and inspection of the rental equipment

- (1) The Lessee shall have the opportunity to inspect the rental equipment prior to collection from or delivery by the Lessor. Upon handover of the rental equipment, a handover protocol that is to be signed by the Lessor and the Lessee shall be drawn up, detailing all the obvious defects and complaints that are still to be remedied by the Lessor. Any subsequent notification of defects is ruled out.
- (2) The Lessor has examined the rental equipment for hidden defects by disassembling the necessary assemblies before the lease. By signing the rental agreement, the Lessee acknowledges the absence of defects.
- (3) If the Lessee doubts that the equipment is free of defects, he may arrange for a renewed inspection before accepting the goods. If a defect is actually identified, the Lessor shall bear the costs of the inspection. Otherwise, the Lessee will do so. Any further claims arising from the inspection are hereby excluded for both the Lessee and the Lessor.
- (4) If the Lessee discovers a defect in the rental equipment at the time of handover, which precludes or at least considerably restricts its use for the contractually agreed purpose, the Lessor shall be entitled to provide him with rental equipment of equivalent value.

(5) The Lessor shall remedy all defects that are notified by the Lessee immediately upon handover, within a reasonable period of time granted for the purpose. If the Lessor does not fulfil this obligation or does not fulfil it in a proper manner even after the expiry of a grace period that is granted for this purpose, and if he is responsible for this non-fulfilment, the Lessee shall be entitled to withdraw from the contract. The same shall apply if the Lessor's attempt to remedy a defect existing at the time of handover fails.

(6) The Lessee may waive the inspection of the rental equipment at the Lessor's premises if the Lessor certifies the function and completeness even without inspection. In this case, the Lessor shall remain entitled to determine the current inventory to the best of his knowledge. Once the equipment is handed over (signing of the handing over protocol), the risk shall be transferred to the Lessee. (7) At the time of handover to the Lessor, the Lessee shall identify himself by means of an identity card.

§ 4 Duty to exercise proper care

(1) The Lessee is obliged to use the rental equipment properly and in accordance with the contract, to treat it with care and to allow only properly instructed persons to use it. Operation is to be carried out in accordance with the Operating instructions that are made available at the time of handing over, and the prevalent accident prevention regulations. Operation or use without previously studying the operating instructions is prohibited. Furthermore, the Lessee shall be obliged to protect the object from overuse in every way and to operate it only with original accessories.

(2) The Lessee is not entitled to make any changes to the rental equipment.

(3) In the event of any defects that may arise, the Lessee shall enable the Lessor to carry out the repairs himself or to have them executed by a third party commissioned by him without delay.

(4) The Lessee undertakes to compensate the Lessor for any damage to the rental equipment that may occur during the rental period. This also applies to any damage caused by third parties or for which they are responsible. The Lessor already assigns to the Lessee parallel claims for damages vis-a-vis third parties for causing the damage.

(5) The Lessee must inform the Lessor immediately if the rental equipment is pledged by third parties, for example, on the basis of a title directed against him. In this case, he must also allow the Lessor to inspect the pledge record. In addition, the Lessee is obliged to inform the third party, in writing, of the Lessor's ownership.

(6) The Lessee shall ensure that the labelling and markings that are affixed to the rental equipment (functional inscriptions, owner's plate, designation of origin, equipment number, etc.) remain undamaged and are clearly visible.

§ 5 Sub-letting

Subletting of the rental equipment is not permitted.

§ 6 Maintenance and servicing

(1) The Lessee shall carry out the necessary maintenance and servicing work during the rental period and shall bear the corresponding costs.

(2) Should an inspection of the device become necessary, the Lessor shall bear the costs thereof. The transportation costs and any repairs that may become necessary as a result of improper use or overloading shall be borne by the Lessee.

§ 7 Liability and risk assumption

(1) The Lessor grants the right to use the rental equipment in the condition it is in at the time of handover. He shall not be liable for any initial material defects for which he is not responsible.

(2) Claims for damages against the Lessor, in particular, compensation for damage that is not directly caused at the rental equipment, can be asserted by the Lessee only if the Lessor is guilty of gross negligence or has culpably violated essential contractual obligations. However, this shall apply only to the extent that the achievement of the purpose of the contract is jeopardised with regard to the foreseeable damage that is typical for the contract. Any further liability of the Lessor, in particular, due to a possible loss of work or production, is excluded.

(3) The Lessee shall be liable for any loss and destruction, damage and malfunctions of the rental equipment during the rental period, regardless of whether this was caused by him, his vicarious agents, by the personnel provided or by third parties.

(4) The Lessee assumes the risk when the rental equipment is handed over to him and bears it until the equipment is properly returned to the Lessor. The liability also extends to unforeseeable and unavoidable events such as force majeure, strikes and the like, with the exception of war and warlike events.

(5) The Lessee shall not be liable for wear and tear within the scope of contractual use. Excluded from this are spare parts and wear parts such as milling tools, lamps, lamellas and moulded rubber parts. These will be charged in addition to the rent by the Lessor according to actual consumption, and, if necessary, proportionally.

(6) The Lessee undertakes to indemnify and hold the Lessor harmless if he is held liable by third parties for damage in connection with the rental equipment.

(7) The Lessor does not assume any liability whatsoever for the malfunction of the contractual object, its non-delivery, etc., in particular, also not for delays and consequential damage or loss of profit.

(8) In the event of damage, the Lessee shall inform the Lessor immediately about both the nature of the damage as well as its occurrence.

§ 8 Right of inspection and investigation, monitoring

(1) The Lessor shall be entitled at any time during the rental period to inspect the rental equipment or to have it inspected by an authorised third party. In addition to this, he shall be entitled, after prior consultation with the Lessee, to examine the rental equipment at any time or to have it examined by an agent. The Lessee shall be obliged to allow the examination and to grant access to the rental equipment.

(2) The Lessor reserves the right to monitor his equipment by means of tracking and/or satellite technology. The Lessee agrees to this by accepting the rental contract.

§ 9 Extraordinary termination without notice

(1) In particular, the Lessor is entitled to terminate the lease without notice if the Lessee continues to violate his obligations under §4 of this contract despite a written warning.

(2) Notice of termination must be given in writing. Otherwise, termination without compliance with a period of notice (termination without notice) is generally governed by the statutory provisions.

§ 10 Return of the rental equipment

(1) At the end of the rental contract, the Lessee must return the rental equipment in a proper and cleaned condition. Otherwise, the Lessor is entitled to have the proper and cleaned condition restored at his own expense, and charge the costs incurred hereby to the Lessee.

(2) Until the rental equipment has been restored to its proper condition, it shall not be deemed to have been returned. The same applies if the rental equipment is returned incomplete.

(3) The return should be made, in principle, to the location of the Lessor.

(4) In the event of late return, the Lessee shall pay the regular rental rate for the period of delay in accordance with the Lessor's current rental rates, with the first day of delay being considered as the first day of a new rental. Further claims for damages by the Lessor (e.g., due to non-compliance with a subsequent rental agreement) remain unaffected by this.

(5) In the event of loss of the rental equipment, the rental fee shall continue to be paid until the monetary equivalent of the rental equipment is received. The conditions according to the previous paragraph shall apply.

(6) Where it is evident that it is not possible to adhere to the return date, the Lessor must be contacted immediately. Otherwise, the Lessor shall be entitled to retrieve the rental equipment at the expense of the Lessee.

(7) Upon return, the rental equipment shall be inspected by the Lessor in the presence of the Lessee, and the result of the inspection shall be recorded in a return protocol that is to be signed by both parties. Up to 2 working hours during regular working hours (8.00am - 4.00pm) are to be scheduled for this examination. If no agreement is reached regarding the protocol, the rental equipment shall be examined by an expert at the request of one of the parties. In the event of a dispute, the expert shall be appointed by the competent Chamber of Industry and Commerce. He shall draw up an expert opinion, on the nature and extent of the defects and/or damage, and the probable cost of rectification. This report shall be binding on both parties. He will also determine who should bear the costs of this report and any consequential costs arising from the delay.

(8) If the Lessee waives the joint inspection in whole or in part, the Lessor shall be deemed to be the sole inspection person. In this case, he shall be entitled to determine shortages, if any, and to make a binding assessment of the condition of the object and its inventory/accessories at his discretion. The Lessee thereby automatically and irrevocably acknowledges all the defects that are discovered subsequently and agrees to bear the costs that are necessary to rectify them.

(9) In case of doubt, the Lessee must provide evidence that the damage to or malfunctions of the rental equipment cannot be attributed to him, and that he need not therefore compensate them.

(10) Returning the rental equipment through a forwarding agent or courier or collection by the Lessor shall be construed as a waiver of a joint inspection by the Lessee.

§ 11 Amendments and supplements to the rental agreement

Changes and additions to the rental agreement must be made in writing and signed by the Lessee and the Lessor.

§ 12 Severability clause

Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The invalid agreement shall be replaced by a provision that comes as close as possible to the business and economic purpose of the parties, and is compatible with the remaining provisions of this contract.

§ 13 Court of jurisdiction

In all disputes arising from the contractual relationship, the action shall be brought before the court of jurisdiction under which the registered office of the Lessor falls. German law shall apply.

Ottendorf-Okrilla, 1 February 2021
IMS Robotics GmbH