



STILL Rental Terms and Conditions – English version

1. Order confirmation:

The written STILL order confirmation specifies the content of the rental contract and with these general rental contract conditions, it establishes the rental contract with the customer.

2. Payments, maturity and operational hour meter

2.1. The rental rate applies for single shift operation at a maximum daily operation of 8 hours per calendar day and a maximum of 100 operating hours per month. The extra price for 2 shift operation (up to 12 hours of operation per calendar day or 200 hours per calendar month) is 50%; for 3 shift operation (over 12 hours of operation per calendar day or more than 300 hours per calendar month) the rate is doubled.

2.2. In case the customer exceeds the stipulated hours of operation, STILL is entitled to increase the rental rate according to 2.1. Basis for the determination of the hours of operation is the hour meter in the object. In case of hour meter malfunction, the customer is required to inform STILL of the malfunction immediately.

2.3. The rental rate does not include the operating costs for the object, particularly the costs for energy and fuel.

2.4. The costs for transportation to and from the customer are to be borne by the customer. Upon request, STILL can arrange the transportation for the customer.

2.5. The applicable statutory sales tax will be added to all sums agreed.

2.6. The rental rates are payable monthly in advance without deduction. If the rent exhibits a shorter rental duration than one calendar month, the payment is due immediately after receipt of the rental object.

3. Delay, extraordinary notice of cancellation

If the customer is delayed by two rates or any other agreed payment or if he does not fulfil any other obligation given in this contract, STILL is entitled to cancel the contract without prior notice and claim damages from the customer.

4. Normal usage and usage analysis

4.1. The rental object is to be employed by the customer in normal usage. Normal usage applies whenever wear and tear on the rental object does not exceed an above-average amount. Cases that do not conform to normal usage standards include usage in chemical industry, sawmill industry, woodworking industry, slate and clay industries, fireproof and stoneware industries, sanitation and demolition industries, viticulture, port operation, heavy metal manufacturing, as well as usage in the distribution of petroleum products. The customer is in these cases required to inform STILL during the rental request of the customer's inability to conform to normal usage standards.

4.2 An alteration of the conditions for usage – as were reported by the customer during the rental request or usage analysis – may not entail any greater demands. If the conditions for usage are altered, STILL has the right to alter the rental rate.

4.3 STILL reserves the right to develop a detailed usage analysis with the customer.

5. Customer obligations, damage and use

5.1 The customer undertakes to keep the object in orderly and functional state at his own expense.

5.2. The customer undertakes to make the following daily inspections whenever applicable: oil level of the drive motor and water level of the cooling system, tyre pressure and water level of the batteries. If necessary, the customer is obliged to replace any fuels. If, during use, the object should demonstrate unusual consumption or wear-and-tear, STILL must be contacted immediately and STILL or STILL-authorized company must be granted access to the rental object. If the resulting inspection of the rental object reveals the necessity for repairs or other restoration, these will be completed by STILL or a STILL-authorized company.

5.3. In the case of required repairs, maintenance, or at STILL's request, the customer is required to place the rental object and a suitable place in the customer's facility at STILL's disposal free of charge, so that STILL can service, repair and inspect the object during its usual business hours.

5.4 STILL bears the expenses for damages caused by normal wear. The customer is responsible for the expenses of all other damages especially if they are caused by use other than that intended for the object.

5.5. Removal of the object from the agreed location is only permitted after written approval by STILL. Modifications and additional installations are only permitted after written approval by STILL.

5.6 In case third parties have access to the object, the customer is to inform STILL immediately. This also applies to judicial execution with respect to the entire estate on which the object is located.

5.7 The customer may leave the object to third parties only after written approval by STILL.

5.8 The customer indemnifies STILL from any claims of third parties resulting from the use and operation of the object.

5.9 In the case that the customer does not fulfil his obligations and STILL can not provide any alternatives

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to subsequent customers, STILL reserves the right to invoice the customer for the incidental loss of rent via damaged rental truck.

6. Liability, machine failure insurance

6.1 The customer undertakes to contract sufficient liability insurance for the object at his own expense with the inclusion of operating risks within the framework of the object's use transfer. The customer is further obliged to insure the object against fire and theft. Moreover, the customer must safeguard against risks of unforeseen damage to the object by contracting machine failure insurance. On request of STILL the customer is obliged to provide proof of insurance by supplying the documentation, including the certificate of insurance. If the customer does not fulfil this requirement by the stipulated due date, STILL is entitled to enter into the requisite contracts at the customer's expense request immediate return of the object. The customer transfers all rights from the execution of the contracts to STILL, who accepts this transfer.

7. Liability on the part of STILL

STILL is liable to the customer for personal injury or impairment of health as well as for damages caused by wilful intent if caused by the gross negligence of official representatives or executive staff. Moreover, STILL is liable to the customer for damage caused by non-executive staff in cases of gross negligence or due to negligent disregard of essential contractual obligations. In these cases, liability is limited to compensation for contractually typical, foreseeable damage.

Any further claims for damages are void, except damages to the object itself. STILL is not liable for the availability of the object or for any damage due to lack of availability.

8. Termination and returns

8.1 If the customer rents the object for an indefinite time, the contract can be mutually terminated in writing with a 48 hour period of notice (on weekdays, excepting official holidays) at the end of the calendar month. If the rental period is limited, termination for convenience before the end of the rental period is excluded.

8.2. Upon termination of the contract, the customer is obliged to return the object immediately to STILL at his own cost, independently of the reason for the termination of the contract (cp. 2.4).

8.3. The object must be returned in a proper state, corresponding to the age and the use in the sense of the contract and the usage analysis.

The object must be ready for operation, complete – especially according to the scope of delivery or any modifications of the object made by STILL – free from heavy dirt and damage.

Upon return, the fuel level of combustion engine trucks must be identical to its level upon delivery.

STILL is entitled to charge the customer any costs for damages, missing components or attachments, excess dirt or refuelling.

8.4. Upon return of the object, a return voucher is presented to the customer which is to be completed by him and STILL or a representative of STILL after a visual inspection of the object. This inspection – subject to a careful inspection of the object by STILL – only documents the outer condition and the scope of the return of the object. An accurate inspection of the truck is only possible after it has been returned to STILL. Any damage and defects are subject to the terms of the general terms of the rental contract and are to be charged to the customer.

8.5. If the customer does not return the object punctually on the specified due date, a daily rate based on the agreed rental rate and the costs caused by the delay of the return will be charged for each day until the time when the object is actually returned. During this time, the contractual obligations of the customer remain in force.