

# General terms and conditions

## A. General provisions

### I. Scope

- 1.The following provisions apply exclusively to commercial transactions with other business owners § 14 of the Civil Code, legal entities under public law and public law special funds.
- 2.The following provisions apply to all services that are provided in the context of current and future business relations, even if an express agreement on the application of these is not present.
- 3.In addition to these rules, the Manaform GmbH Price List in force at the time the contract was concluded, shall apply.
- 4.The following provisions apply to all types of contractual relationships.

In particular:

- the terms defined in section B for the sale of formwork, shuttering-elements, accessories and other things
- the terms defined in section C for the rental of formwork, shuttering-elements, accessories and other things
- the terms defined in section D for assembly
- the terms defined in section E for the planning and technical implementation of the
- respective contract (engineering and structural benefits) and the customer's
- instruction; this is true even if these services are merely ancillary services
- the terms defined in section F for the provision and implementation of logistics
- the terms defined in section G, for the provision of financial services

### II. Defense clause

Conditions other than those in section A.I. shall not apply, unless otherwise agreed in individual contracts.

In particular, general terms and conditions and other rules of each customer – without an express statement on the part of the Manaform GmbH – shall not form part of the respective contract.

### III. Conclusion of the contract

1. Offers of Manaform GmbH are non-binding.
2. A contract between Manaform GmbH and the respective interested parties is formed about only by written order confirmation by Manaform GmbH
3. The written order confirmation by Manaform GmbH, including appendices, determines the entire scope of the concluded contract.
4. Other ancillary agreements or amendments to the contract require the written confirmation of Manaform GmbH, except that the respective employee acting in relation to the conclusion of these side agreements or amendments is expressly authorized to enter such agreement.

## IV. General Provisions

Where necessary the customer must allow Manaform GmbH use or shared use of the following rights and items, free of charge:

- necessary storage and jobs on the job site
  - access roads and sidings
  - cranes and hoists
  - necessary tools
  - connections for water and energy, for which the respective customer bears the costs of consumption and the responsibility for metering.
2. Manaform GmbH is not obligated to provide, or contribute towards, any warranty fulfillment or contractual performance guarantees.
  3. Any participation in construction insurance or comparable insurance by Manaform GmbH is expressly excluded.
  4. There is no obligation for Manaform GmbH to provide the following evidence:
    - clearance certificate of insurance, in which the employees are insured, the appropriate tax office, the competent Holiday Fund, the professional association
    - liability insurance
    - other evidence which shall normally be required only of subcontractors

### V. Privacy

Personal data is stored by Manaform GmbH in compliance with and observance of legal requirements.

## B. Provisions for the sale of formwork, formwork elements, accessories and other things

### I.Delivery dates and deadlines

- 1.Unless otherwise agreed in individual contracts, stated delivery times and dates are not fixed, but are regarded only as a temporal estimate.  
The extension or postponement of delivery periods or dates may occur, in particular, in the cases set out in paragraph B12.
- 2.Compliance with individual contracts, set delivery periods or dates presupposes the fulfillment of the contract and duties by the Buyer.
- 3.Should delivery periods or dates be agreed in writing by Manaform GmbH with the respective Buyers, these can be extended or postponed for the corresponding duration of the relevant event in cases of force majeure or other conditions that are beyond the control of Manaform GmbH, such as work stoppages, lockouts, governmental prohibitions, energy and transport difficulties, malfunctions and the like.
- 4.In the cases given in paragraphs B12. and B13, liability is excluded for Manaform GmbH for any damage caused by delay.
5. Delivery times or dates begin at:  
the confirmation of all execution details between Manaform GmbH and the respective Buyer,  
the submission of any required regulatory approvals or certificates by the Buyer, and  
the making of any agreed or owed payment.
6. All delivery arrangements or obligations are subject to correct and timely self-delivery, unless Manaform GmbH is responsible for the incorrect or delayed supply.
7. If Manaform GmbH, for reasons other than the reasons mentioned, is in default of the contract, the Buyer's damages shall be limited to 0.5% of the contract price of the delayed delivery for each full week of delay, but in any event not more than 5% of the contract price.

## II. Transfer of risk

- 1.The risk relating to a respective delivery item – including freight delivery – transfers to Buyer upon delivery to the carrier / freight forwarder or the Buyer himself.
- 2.The mode of dispatch of the respective delivery item, especially the shipping and packaging, shall be the responsibility of Manaform GmbH, unless dictated otherwise by individual contracts and something else has been agreed in writing.
- 3.The costs of shipping or delivery (including tolls) and of proper packaging shall be paid by the Buyer.

## III. Acceptance of the subject matter by Buyer

1. In the case of minor defects in the delivered item, Buyer shall not be relieved from the performance of all its contractual duties.
2. Following delivery acceptance, the Buyer must examine the delivered item, and immediately and without delay notify Manaform GmbH in writing of any defects. Any complaints should also be noted on the delivery note and faxed to Manaform GmbH by the Buyer. The provisions of § 377 HGB shall apply accordingly.
3. For larger delivery quantities of similar goods, the acceptance of the overall delivery can only be rejected as defective if the defect has been determined by means of a recognized, representative sample tested according to the standards of current science.
4. Partial deliveries are permitted.
5. If the delivered items correspond with the agreed terms of the contract, the performance obligation shall be deemed to be fulfilled as at the date of acceptance by the Buyer. The same applies at the time when Manaform GmbH announces its readiness to fulfill its obligations to the Buyer, but this delays the acceptance of the delivery or makes it impossible.

## IV. Acceptance of the subject matter

- 1.If acceptance of the delivered items to the Buyer is expressly agreed in an individual contract, the acceptance of the delivered items in the factory or in the warehouse of Manaform GmbH must be subject to a different written agreement.
- 2.At the request of a contractual party, acceptance can be by a written protocol.
- 3.In the event that the Buyer, despite timely cargo in accordance with the acceptance date and communications, does not appear to accept delivery, the delivery shall be deemed accepted as agreed. Whether adequate notice has been given, depends in each case on industry-standard deadlines.

## V. Prices

- 1.Calculations shall be based on the increase or decrease of determined items. For this, the quantities specified on the delivery receipt shall usually be considered as authoritative.
2. In the event of an increase of material and raw material prices, wages and salaries and production costs between contract date and delivery, Manaform GmbH is, subject to individual agreements, entitled to increase the agreed prices in the respective increases taking account of any reduction in the price of other cost categories. At the request of the Buyer, Manaform GmbH shall provide evidence of these price– increase factors as well as price reduction factors.
3. All prices are plus any applicable VAT.

## VI. Payment Terms

- 1.Unless the parties have made a separate agreement, all bill are due within 30 calendar days after receipt of invoice.
- 2.The Buyer has a right of retention with respect to its service to be provided only to the extent any counterclaim on which the lien is based is legally established or recognized by Manaform GmbH. In all other cases, the retention of services by the Buyer is excluded. A possible right of retention of the purchaser is exercisable until the expiry of one month after the announcement of the assertion against Manaform GmbH.
- 3.A set-off by the Buyer is allowed only with a legally established right or if otherwise recognised by Manaform GmbH.
- 4.The assignment of claims of any kind against Manaform GmbH by the Buyer to third parties requires the written consent of Manaform GmbH.
- 5.The total amount of tax due from the Buyer on all payments shall be paid as part of the first payment made by the Buyer.

## VII. Total maturity position

- 1.If the Buyer delays performance of a contractual obligation, Manaform GmbH is entitled, after 2 weeks of non-performance, to disregard all outstanding claims of the Buyer.
  - 2.If it becomes apparent after conclusion of the contract, that a claim for payment by Manaform GmbH against the Buyer is threatened due to lack of performance, Manaform GmbH may make an uncertainty plea (i.S.D § 321 BGB).
- In this case, Manaform GmbH also reserves the right to disregard all statute-barred claims from the ongoing business relationship with the respective Buyer. The objection of uncertainty acts continuously on all remaining benefits from the existing business relationship with the Buyer.

## VIII. Retention of title

- 1.All delivered goods shall remain the property of Manaform GmbH until full payment of the purchase price has been made.
  - 2.The collection of individual claims in a current account, or use of overdraft balances and their recognition from the business relationship with the respective Buyer does not cancel the retention of title.
  - 3.If, the processing by the respective Buyer of a delivered item comes to a new moving item, the processing is done by the Manaform GmbH. In this case, this is done not from this obligation, but it becomes the owner of the newly created object. If the processing is carried out in connection with goods or items not owned by the Buyer, Manaform GmbH shall acquire ownership of the newly created object in proportion to the value of the reserved goods to the other goods or items at the time of processing.
  - 4.The Buyer must store separately the items reserve Manaform GmbH, keeping them apart from its other foreign matters, rental goods or bought goods. If the relevant reserved goods are nonetheless mixed with foreign goods, hired goods or other purchased goods, Manaform GmbH is entitled, in agreement with the Buyer and with reference to its accounting documents, to separate out its reserved goods out from other items. It is to be determined by consensus on the basis of accounting records, which goods / items are hired goods and which goods are subject to retention. Should the Buyer not take part in this separation, Manaform GmbH may be call an expert to make the segregation alone. In cases where the reserved goods or rented items are no longer distinguishable from the foreign goods, Manaform GmbH shall, in accordance with the law, become the co- owner of the commingled goods.
- If the Buyer acquires in such cases, sole ownership or co-ownership of the commingled goods / items, he shall gain the sole or co-ownership only in proportion to the value of the reserved goods, or rented or other goods, owned by Manaform GmbH at the time of blending / mixing . The value of the goods / things owned by Manaform GmbH shall be obtained from the appropriate price list of Manaform GmbH, which is to be reduced by an appropriate use of discount. The Buyer in this case, should store properly and without charge any good /things it owns or which it co-owns with Manaform GmbH that count as reservedgoods.

- 5.If the Buyer sells any reserved goods of Manaform GmbH alone or together with other goods / items, it shall cede at this time all claims against a third party arising from the resale in the amount of the value of the reserved goods with all ancillary rights and shall rank before these in relation to third parties.  
If in these cases the resold reserved goods are all co-owned with Manaform GmbH, the assignment of the claim extends to the amount of the value of Manaform GmbH's share of ownership. The value of the goods shall be determined as provided in Section B.VIII.4. Paragraph 3.
- 6.The Buyer is authorized, subject to revocation, to collect the claims set out in paragraph B.VIII.5.  
Manaform GmbH will not exercise its own authority to collect, as long as the Buyer meets his payment obligations including to third parties.  
At the request of Manaform GmbH, the Buyer must name the debtors of the claims listed paragraph VIII.5. and notify them of the assignment. The Manaform is also authorized to itself notify the respective debtor of the assignment.
- 7.Where, by reason of the assignment, the amount of secured claims to which Manaform GmbH is entitled is more than 10%, Manaform GmbH is considered obliged to carry out the re-transfer or release at the Buyer's option.  
The value of the secured claim of Manaform GmbH shall be determined by the price that the Buyer has accounted for.
- 8.If the Buyer takes a claim assigned to Manaform GmbH from the resale of reserved goods to a customer with its existing current account, the current account is assigned full. When balancing out, the amount is replaced by the recognized net balance, which applies to the extent of costs to be assigned, and replaces the original claim.
- 9.In the event of any enforcement measures by third parties relating to reserved goods or assigned receivables, the Buyer must notify Manaform GmbH immediately.  
The necessary documents for the appeal must be provided.
- 10.In the event of payment, filing or commencement of insolvency proceedings, or in the case of a judicial settlement proceedings, the right to resell, use or installation of the reserved goods and the authorization to collect the assigned claim is extinguished. When a cheque or exchange process lapses, so too does the authorization and Manaform GmbH is entitled to collect their reserved goods. Any rights of a liquidator shall remain unaffected by this provision.

## **IX. Non-fulfillment of a payment obligation**

- 1.If Manaform GmbH, in case of non fulfillment of a payment obligation or due to wrongful act of the Buyer from the contract or for other reasons, takes back the goods / goods delivered under retention of title, the Buyer has the right to reasonable compensation proportional to the length of the time its ownership of the items transferred and the value of those items.  
The remuneration shall not exceed the purchase price of the goods / thing.
- 2.Any expenses incurred under the contract, shall be recovered from the Buyer.
- 3.The assertion of further claims for damages by Manaform GmbH remains unaffected.

## **X. Warranty**

- 1.The nominal quality of purchased goods / items intended for use in the production of visible concrete surfaces, shall be governed by the intended use or by separate agreements.
- 2.Manaform GmbH undertakes to deliver new goods or rectify delivered goods, in the event that the delivered item is demonstrably shown by a risk assessment to be deficient.  
In this case, paragraph B.VIII. on the exchange of goods applies.
- 3.Manaform GmbH is to give the Buyer a reasonable time and opportunity to make the necessary remedy accordingly. Otherwise, Manaform GmbH is exempt from the warranty and any liability for any consequences.
- 4.In case of a justified complaint relating to a delivered item, Manaform GmbH shall contribute through the Buyer to the direct cost of repair or in the case of a replacement delivery to the cost of the replacement item and its shipping costs. For supplies or mounting locations outside of Germany the total costs to be borne are limited to the value of the order.
- 5.In cases where the Buyer is a culpable cause of any defects, especially where this is due to ignoring the damage avoidance and damagereduction obligations, Manaform GmbH shall, following any steps necessary to remedy the situation, be entitled to claim for damages against the Buyer in the amount of the contributory cause of the damage occurred.
- 6.The Buyer may only withdraw from the contract, taking into account the statutory exceptions when an appropriate period for Manaform GmbH to take over fulfilment of obligations has been set, and this is without further obligation and shall not constitute a breach of performance. In the case of a minor defect, the Buyer has only the right to reduce the purchase price within the meaning of the German law.
- 7.In the case of the sale of second-hand goods, any warranty is excluded.

## **XI. Liability**

- 1.The liability of Manaform GmbH is limited according to intent, culpable violation of essential contractual duties, gross negligence of organs or executives, culpable injury to life, body and health, fraudulent concealment of defects, guarantees of absence of defects, flaws, and only so far as liability is established under the German Product Liability Act. Appropriate limitations of liability apply even in the event of damage for breach of duty in contract negotiations (regardless of the legal basis) and damages that are not caused to the item itself.
- 2.If essential contractual obligations are violated, Manaform GmbH is liable for any gross negligence of subordinates as well as for slight negligence. Liability for slight negligence is limited to contract-typical, reasonably foreseeable damages. Material contractual obligations are obligations that must allow for proper execution of the contract and which the Buyer can ordinarily comply with.
- 3.Any further liability in the above cases is excluded. In particular, Manaform GmbH is not liable for the consequences of defects for which the warranty is excluded.

## **XII. Limitation**

Claims of the Buyer against Manaform GmbH as a result of or in connection with the supply of goods – for whatever legal reason – shall expire 1 year from delivery of the relevant item by Manaform GmbH. This applies unless the parties agree otherwise in writing.

## **XIII. Buy from rent**

In cases in which the parties have agreed that following an agreement between them, the corresponding lease rental equipment may be purchased in whole or in part by the respective rental customers, the purchase price is calculated as follows:  
– Replacement value of the rental equipment (according to the price list of Manaform GmbH) less a reasonable amount for previous use of items less the rents paid plus the processing and financing costs  
Deviations can be determined by the Parties in writing in individual contracts.  
Manaform shall not be obliged to conclude a purchase contract subsequent to a lease.

## **C. Conditions for the rental of formwork, formwork elements, accessories and other things**

### **I. The basis for billing, quality of rental equipment, security deposit**

1. Offers of Manaform GmbH are based on the material requirements of rental equipment (see Manaform GmbH BOM) for a particular time period. In individual cases, another of accounting modality may be offered by Manaform GmbH.
2. The extent of the area being shuttered, the time in which this is completed and the pacing of the planning are only part of the contract if the renting party stipulates this in the contract and the parties expressly agree. In these cases, the renting party is obliged to provide this information by the transfer of the execution and schedules, in particular the construction schedule. The rental party is responsible for any resulting changes, if necessary. Special requirements for the skin layer must be expressly agreed.
3. A claim for new material shall not be allowed. Rental equipment is commonly used and is held in a clean and functional proper condition ready for rental. Rental equipment is checked before delivery and after they are returned according to the guidelines of Manaform GmbH. The scarf skin may have visible appropriately and properly performed repair points.
4. The nominal quality of the rental goods within the meaning of the contract is acceptable when it meets the guidelines of Manaform GmbH in the version valid at the conclusion of the contract.  
These can be obtained free of charge via Manaform GmbH.
5. The delivery of the rental equipment can be made subject to the payment of a deposit by the renting party. Should claims against the rental party arise during or after termination of the lease, Manaform GmbH is entitled to meet such claims from the security deposit.

### **II. Fringe benefits**

The parties may agree, in addition to the rental of the relevant goods, additional services, such as engineering, logistics, repair, cleaning services in terms of rental equipment, or the like. The cost of fringe benefits shall be met by the renting party.

### **III. Delivery of the rented materials**

1. The renting party is responsible, in relation to the rented goods, to address fundamental deficiencies. Fundamental deficiencies exist when the actual condition of the leased property differs significantly from the proper condition within the meaning of Paragraph C14. is exceptional and a proper use of the material is not possible. Partial performance by Manaform GmbH is allowed.
2. The renting party must, after receipt of rental equipment, check this without delay for completeness, in particular by counting the packing units, and functionality. Customary practices are adhered to and remain unaffected.
3. Missing or defective rental equipment is to be noted on the delivery note from Manaform GmbH. In addition, the renting party is obliged to notify any findings made immediately in writing to Manaform GmbH. Otherwise, the delivery shall be deemed approved. An exception to this is the case of hidden defects that were not detected during inspection. These must be notified by the tenant immediately after the discovery in writing to Manaform GmbH. Otherwise, the delivery is considered approved despite these defects.
4. The timely dispatch of the notice by the rental party shall suffice for notice.
5. The foregoing provisions shall cease to have effect if Manaform GmbH has deliberately concealed a defect.

### **IV. Transfer of risk**

1. If Manaform GmbH undertakes to transport the rented formwork, the transport risk is transferred to the renting party at the time of delivery of the rental equipment. Otherwise, the transport risk is transferred to the renting party at the time of delivery of the goods to the shipper / carrier.
2. Unless otherwise agreed, Manaform GmbH shall, in consideration of the interests of the renting party, determine the mode of dispatch of rental equipment (e.g. use of grid boxes, stacking pallets, etc.). If grid boxes are used, the tenant is obliged to return the hired items in the same grid boxes.
3. All costs of the delivery or transfer of the leased property (e.g. packaging costs, freight costs, discharge costs) are borne by the renting party. If the waiting time for the loading and unloading of rental equipment at the construction site of the renting party exceeds two hours and this is caused by the renting party, then he shall bear all costs relating to the waiting period.

### **V. Use of the hired items**

1. The corresponding assembly and use instructions provided by Manaform GmbH to the renting party for the purpose of use of the rental equipment as well as all relevant applicable laws for safety at work and accident prevention regulations of the professional associations are to be observed by the renting party.
2. The tenant must ensure the safe, correct and proper storage, the intermediate and final cleaning, the scarf skin care, the use of release agents and compliance with the relevant product poster and operating instructions regarding the rental equipment and its accessory parts.
3. The renting party shall treat the rental equipment with due care, in accordance with i.S.d and industry standards. The renting party is obliged to take all possible measures to maintain the value and suitability of the leased property.
4. All load-bearing parts, in particular formwork beams, may be loaded or used only within the parameters of current load tables and static values. The renting party must request the appropriate tables and values from Manaform GmbH and is responsible for determining the correct values.
5. Any damage to the rental equipment and the accessories, shall be the responsibility of the renting party, unless the damage occurred despite compliance with the above contractual obligations and compliance with commonly applicable construction requirements.

### **VI. Surveillance and security obligations**

1. The renting party is obliged, at the point of use, to continuously monitor the hired items and to weed out defective parts.  
All maintenance and repair obligations during the lease shall be met by the renting party.
2. Proper security measures against theft must be taken by the renting party. In case of theft of the hired items, the renting party must immediately notify Manaform GmbH in writing and report the theft to the local police. Manaform GmbH must then supply a copy of an appropriate confirmation.
3. The renting party is responsible for any loss of the leased property, unless he has taken all necessary and proper safety measures.

## VII. Dates and Deadlines

1. For all relevant time periods or dates in respect of the rental equipment, the provisions in paragraph B.I. shall apply. In addition, any subsequent agreements regarding the rental shall be taken into account.
2. In the event that Manaform GmbH is culpably in default regarding the delivery / dispatch of the hired items, the renting party can withdraw from the contract only after notification in writing and expiry of the appropriate notification period.
3. In the cases in paragraph B.I3., this applies in relation to the rental arrangement, even if corresponding events in the pre-and sub-contractors of Manaform GmbH occur.
4. The renting party shall not be entitled to compensation for delay or possible resulting damages if Manaform GmbH, or any persons acting on behalf of Manaform GmbH, have not acted intentionally or with gross negligence.
5. Paragraph B.I7. shall apply with the proviso that the contract price for the rent shall be the rental price for 3 months. Otherwise, the general liability provisions of paragraph C.XVII apply.

## VIII. Warranty

1. Manaform GmbH shall be responsible for the free repair or replacement of defective parts of the hired goods, in so far as the deficiency is shown to arise due to circumstances which occurred before the transfer of risk.
2. If repair or replacement does not occur, the renting party shall be exempt from the payment of the appropriate rental amount, in so far as the defect precludes the proper use of the thing.
3. For the period in which the suitability of the leased property is not only insignificantly decreased, the tenant shall only pay a reasonable, impaired rental amount.
4. All warranty claims mentioned are excluded if Manaform GmbH is prevented from reviewing the deficiencies raised. The same applies if requested evidence cannot be provided immediately by the renting party.
5. Notwithstanding Section C.XVII., claims for damages or self-removal and replacement of the necessary expenses under § 536a BGB are excluded if Manaform GmbH has not acted intentionally or with gross negligence.
6. More extensive warranty claims for defects in the rental equipment will not be accepted by Manaform GmbH.

## IX. Signage and Advertising

1. Advertising by Manaform may be placed on the rental equipment in an adequate size and in highly visible locations.
2. The renting party must allow Manaform GmbH to photograph the respective objects and mention his name as part of the company's own advertising (Reference-lists, etc. to use brochures).
3. The placing of advertising other than that of Manaform GmbH on the rented property without the prior written consent of Manaform GmbH is not permitted, so far as substantial change to the leased property is required.
4. All costs for the installation of advertising for the renting party or any third party shall be borne by the renting party.

## X. Rental term

1. The minimum rental period is one month.
2. The rental period begins with the day on which the rented property leaves the relevant storage place of Manaform GmbH, and ends on the day on which the rental equipment arrives at the predetermined storage place of Manaform GmbH.
3. If it there be a later collection of the rented property and the tenant has informed this in advance, the day of readiness for dispatch is considered the first day of rental.
4. In the case of pre-assembled hire items, the rental period shall begin at the start of contracted assembly, so far as this can be determined. The assembly time shall be counted when this is customary in the industry.
5. The tenant bears the risk of use of the leased property. Manaform GmbH makes no suspensions or reductions in rent (e.g. due to holidays, bad weather, etc.). Legal liability due to duty violations remains unaffected.

## XI. Subleases

1. Subleasing and on-lending to a third party and other disposition to a third party or to the detriment of Manaform GmbH is not permitted without the prior express written permission of Manaform GmbH. A subcontractor of the renting party, as regards the use of the property, shall not count as a third party in relation to the renting party.
2. By enjoying the rental equipment, any resulting claims against a third party will be assigned at straight away to Manaform GmbH.
3. The tenant must notify Manaform GmbH for seizure or similar impairment in terms of the hired items immediately in writing.
4. The rearrangement of the hired items by the rental party to a different site than the agreed one requires express, written authorization of Manaform GmbH. In case of contravention of this provision, a penalty will be charged. This penalty shall be set by Manaform GmbH at its reasonable discretion taking into account the individual circumstances of the case and of the amount of payable. This may be subject to judicial review in the event of litigation. Manaform GmbH reserves the right to charge for damages higher than those actually incurred. The renting party is at liberty to prove a lesser damages.

## XII. Return of the rented items

1. The return of the rental equipment will be at the expense and risk of the renting party at the time of termination of the rental period. Unless otherwise agreed, the renting party must return the rented items itself. Paragraph C.IV. shall apply mutatis mutandis. Rental equipment shall be returned to the address specified in the contract. Usually this is the main factory of Manaform GmbH, unless otherwise agreed. In the event that a return is to be delivered to another location at the request of Manaform GmbH, the latter shall take over the transport costs from the address named in the contract or from the nearest office.
2. Transport insurance is to be taken out only at the express request of the renting party and at his expense.
3. The renting party is required to return the rental equipment in the same condition as he received it. In particular, the hired items must be complete, in the original technical condition, without going beyond the ordinary wear and tear, in cleaned and ready-for-use working condition, disassembled, bundled on dimensions, palletized and / or be suitable for discharge with a forklift. Greased mechanical parts, such as screws and bolts, shall be returned adequately-greased. The cleaning of the hired items by the renting party must comply with the guidelines of Manaform GmbH. in the current version at the time of the contract. Otherwise, the renting party shall bear the costs for proper cleaning, as far as he is responsible for the pollution.



4. Ordinary wear and tear resulting from appropriate use is included in the rental amount. This does not cover damage to the formwork resulting from any breach of mandatory duties by the tenant. In particular penetration, cuts or holes in the formwork or frame elements shall be considered damage. Legal regulations on the burden of proof shall remain unaffected.

If the renting party is responsible for damage requiring repairs to be carried out, he shall bear the costs. Due to the appropriate technical expertise and competence required, repairs are to be performed by Manaform GmbH, unless something else has been, or is agreed in writing between the Parties.

5. Unusable or lost rental items are to be replaced in accordance with statutory provisions. Rental equipment that can not be repaired in a reasonable, usual time shall be considered unusable. The cost of disposal of unusable rented property are borne by the renting party (eg disposal of scrap parts, etc.). In this case, the renting party may surrender and transfer of ownership of the scrap- materials for a period of 30 days after the invoice on the cost of the scrap material. If the renting party has not acted by this deadline, he shall not be entitled to assignment and surrender. Manaform GmbH is then entitled to dispose of the scrap material.

6. The renting party shall, upon return of the rental property to Manaform, a return delivery note or an acknowledgment of receipt of the amount and type of rental items.

7. The renting party must take care that the rental property returned to Manaform GmbH is not merge with other rental or purchase items. If in doubt, the renting party bears the burden of proving that an object belongs to a rental consignment or not. If a clear separation is no longer possible, Manaform GmbH is entitled at its option to call or choose which are to be regarded as rental items, and may demand their surrender.

8. The tenant must prove the complete return of the items.

### **XIII. Extent of damages**

1. If the tenant, on the basis of legal or contractual provisions, is liable to pay damages relating to rental equipment, the damage is calculated as follows:

– Replacement value of the goods at the time of conclusion of the contract (within the meaning of the price list of Manaform GmbH) less a utility rebate for impairment of 15% of list price. The renting party is at liberty to prove a higher impairment.

2. The rental income incurred up to the time of the accident, shall remain unaffected.

### **XIV. Calculation and payment of rent, late payment**

1. After the minimum rental period of one month, the rent is calculated in calendar days.

2. Rental invoices are made either for the calendar month or 30 days. The rent is due 10 calendar days after receipt of the invoice.

3. Rental invoices and bills for ancillary services as defined by Paragraph C.II. are not invoiceable.

4. If the renting party issues a direct debit authorization for the bank debiting procedure, a 2% discount is granted from receipt of invoice.

5. Cheques are accepted for payment only.

6. Default interest is governed by § 288 BGB.

7. The paragraphs B.VI.2, 3 and 4 shall apply mutatis mutandis.

### **XV. Premature termination of the contract**

1. Manaform GmbH has the following rights in the case of early termination of the contract and all rights with rental parties of existing contracts as well as the recovery or collection of the leased property for the following cases:

- the rental party is, in respect of a full month's rent, more than 10 days in arrears insolvency proceedings are filed or opened over the assets of the rental party
- the hired items are not handled properly by the rental party, despite warning, or are not used in accordance with the provisions set by Manaform GmbH or are not maintained (in the case of gross mistreatment, no warning is required)

2. The cost of early return of items is to be borne by the rental party.

3. In the place of outstanding rent, Manaform GmbH may demand immediate termination compensation.

4. In the event of termination, at this stage the further use of the property is excluded in accordance with § 545 BGB.

### **XVI. Liability of the lessor**

1. Manaform GmbH is, in principle, legally and contractually liable in certain cases.

2. By way of derogation to paragraph XVI.1., Manaform GmbH is liable in case of slight negligence only where a breach of essential contractual obligations within the meaning Paragraph B.XI.2 occurs. If paragraph 2 applies, or the violation results in frustration of the purpose of the contract, mandatory statutory liability under the German Product Liability Act applies, in the case fault in contract negotiations or injury of life, body or health.

The rules governing the burden of proof shall remain unaffected.

3. Manaform GmbH assumes no liability for rental parties, the products of Manaform GmbH Formwork GmbH in connection with its own materials or materials used by third parties. This is at the risk of the rental party.

4. There is no liability for any existing health and safety coordination plan of the rental party, in particular with regard to the installation instructions, hazard analysis, or other safetyrelevant data transferred.

5. For full compliance with all safety regulations concerning the planned introduction of the hired items, the lessee bears the risk.

6. Manaform GmbH shall be liable regardless of the basis for a claim for injury, property damage and personal injury only within the existing public liability insurance. The lump sum insured amounts to € 5 million. In the event that the insurer is released, Manaform GmbH shall provide its own replacements.

7. The personal liability of staff, employees, employee representatives and agents of Manaform GmbH is limited and excluded to the extent that the liability of the Manaform GmbH is also limited or excluded.

### **XVII. Liability of the lessee**

1. The lessee is responsible for damage to the leased property, arising out of fire, water and weather-related effects and theft, to the extent he is responsible for such damage.

2. The lessee is obliged to protect the rented items through the conclusion of a reasonable, industry-standard insurance against all insurable risks.

3. The lessee must, in case of a claim, request assignment of the claims against his insurance from Manaform GmbH.

## **D. Conditions for the planning and technical implementation of the order (engineering and structural engineering services) and customer training**

### **I. Planning and technical implementation**

1. For engineering services, which are provided by Manaform GmbH, the HOAI applies. Regulated minimum and maximum rates may be neither below nor above Manaform GmbH exceeded. Costs for static analysis and planning services are borne by the purchaser.
2. Manaform GmbH is liable, in respect of static and engineering services to be rendered, only for direct damage to the building. For the scope of liability clause applies C.XVI.6. accordingly.
- The limitations of liability shall not apply to gross negligence and willful misconduct.
3. Manaform GmbH shall provide the services according to the recognized rules of technology and architecture at the time of concluding the contract.

### **II. Instruction of the customer**

1. If it contractually agreed or notified in writing to Manaform GmbH by the party placing the order, a foreman of Manaform GmbH shall take charge.
2. Upon notification to the ordering party, the ordering party is responsible for all compliance with all safety and security regulations.
3. The foreman acts merely in an advisory capacity and a responsible construction sites- coordinator shall be appointed. He shall share with a knowledgeable and professionally qualified personnel of the customer advice on the proper assembly and use of the products of Manaform GmbH. The customer is responsible for compliance with all legal requirements and obligations in respect of its staff (eg, accident insurance, transfer of social charges etc.). He has no authority over other site personnel. The customer is responsible for compliance with legal security and protection requirements. The foreman is not responsible for the organization of the site. Manaform GmbH merely ensures that the delivered materials are in proper working condition and to the extent otherwise stated in terms and conditions or contractual provisions.
4. The instruction language is German, so far as is not expressly agreed otherwise in writing.
5. The customer shall conduct a review of the construction and static conditions required even when using a foreman or when another person has primary responsibility for it.
6. The payment for the services of Manaform GmbH is based on hourly rates plus allowances and incidental expenses. The individual remuneration shall be based on the price list of Manaform GmbH in effect at the time the contract was amended. Necessary expenses for per diem expenses, accommodation expenses, travel costs and tool and baggage shall be borne by the customer.

## **E. Conditions for the provision and implementation of logistics**

1. Manaform GmbH presents only the logistics for the customer and undertakes transport of formwork materials only where this is expressly agreed in writing.
2. The customer bears the cost of providing and managing the logistics. The individual prices are based on the price list of Manaform GmbH in the current version when concluding the contract, to the extent not expressly agreed otherwise in writing.
3. Should unforeseen events occur for which Manaform GmbH is not responsible, or events occur which are under the control of the customer, then any higher costs shall be borne by the customer. The customer shall receive a detailed invoice covering the higher costs, in which the individual items of the increase must be listed. The customer is free to prove lower actually incurred costs.
4. In respect of the liability of Manaform GmbH, paragraph B.XI. applies accordingly.
5. If the goods are not received by the customer in spite of correct and timely delivery, he shall taken on any creditor arrears connected to the date of delivery as well as any resulting legal consequences. This only applies if the delivery item is free of defects. Minor defects are disregarded.
6. The customer must provide the proper unloading with proper equipment. He shall bear the costs of unloading. The customer is obliged to take all necessary precautionary measures to prevent damage to the delivered goods.
7. The customer must concretely specify the place of acceptance of delivery. If necessary additional costs are incurred by a subsequent amendment to the delivery place, these shall be borne by the customer.
8. The customer must ensure adequate access at the place of acceptance. In particular, the transport-specific requirements (eg fortified entrance, Width of access, etc.) must be ensured by the customer.
9. Manaform GmbH is entitled to transfer the provision and implementation of logistics operation to a subcontractor.

## **F. Conditions for the provision of financial services**

1. Manaform GmbH is not obliged to provide a financing model for their products to customers. This would require an express written agreement between the parties.
2. After a rent of rental equipment, Manaform GmbH is not obliged to provide the equipment to the customer to buy.
3. By choosing a financing model, the price of the relevant goods may be increased. The price may differ from the price list of Manaform GmbH.

## **G. Final Provisions**

1. Only the law of the Federal Republic of Germany shall apply, to the exclusion of the UN Sales Convention (CISG).
2. The place of jurisdiction for all disputes shall be governed by the headquarters of Manaform GmbH.
3. However, Manaform GmbH reserves the right to bring an action before the legal jurisdiction of the customer.
4. If any provision of this agreement is found to be invalid or cannot be implemented or becomes invalid or incapable of implementation upon conclusion of the contract, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall be inserted which has the same economic effect as intended by that pursued by the contractual parties with the invalid or unenforceable provision. The foregoing provisions shall apply in the event that the contract should prove to be incomplete.