

RINNEN GmbH & Co. KG Internationale Spedition

Vehicle Leasing – General Terms and Conditions

For road vehicles (hereinafter referred to as "vehicles"), e.g. heavy goods vehicles, especially tractor-units, and trailers, like semi-trailers, especially container chassis and tank containers chassis.

§ 1. Pick-up and return of the vehicle

The lessee must ensure that the person entrusted to pick-up the vehicle is authorized to sign the contract of lease, to take possession of the vehicle, and to be handed over the general terms and conditions for leasing and the leasing contract.

§ 2. Duration of the lease

The term of the lease will begin on the day on which the vehicle has been handed over and it will end on the day the vehicle is returned. However, it will not end before the vehicle has been returned to its proper technical and exterior condition. Unless otherwise agreed, where a minimum term of lease has been agreed the full rent for the whole term is owed even if the vehicle is returned prematurely.

Unless otherwise agreed, the vehicle must be returned to the location where it was first handed over.

§ 3. Rent

The amount of rent will be determined by an agreement between the lessor and the lessee. Where no such agreement has been made, the lessor's standard rates valid on the day the vehicle is collected shall apply. If the lessee so demands the lessor shall provide to the lessee a copy of the respective valid rates. Rent invoices are due and must be paid immediately after invoicing. If the lessor so demands payment may be made via an authorized automatic withdrawal by the lessor under the conditions of the Single Euro Payments Area (SEPA) from the account stated by the lessee. The lessee must provide the lessor with their International Bank Account Number (IBAN) for this account. In case the lessee is in arrears with payment the lessor is entitled to charge interest at a rate of one percent per month. This will not affect the lessor's right to claim for damages resulting from delay. Where the use of the vehicle will become restricted or impossible during the term of the lease through no fault of the lessor the lessee's liability to pay the agreed upon rent shall remain unaffected.

§ 4. Technical state

The vehicle shall be handed over to the lessee in good working order. This is explicitly guaranteed by the lessor's signature under the contract of lease. The vehicle must be returned in the same technical condition it was handed over in, accounting, however, for normal tear and wear.

Where the lessee will return the vehicle in a damaged state or where the lessee will return it in a state requiring repair or maintenance due to tear and wear exceeding a normal scope the lessor will provide a cost estimate to the lessee. The lessee will authorize the lessor immediately to carry out the necessary measures or the lessee will do so within a reasonable period set by the lessor. In case this period will expire without action the lessor is entitled to take these measures on his own initiative at the lessee's expense or have them taken by a third party at the lessee's expense. Small work amounting to no more than EUR 200.00 including material and/or spares will be done immediately without a cost estimate at the lessee's expense in return for proof of the work done.

§ 5. Use and maintenance of the vehicle

The lessee is obliged to

- observe all legal or other pertinent requirements in all jurisdictions and of all supranational organizations affected by the use of the vehicle;
- restrict the use of the vehicle to the countries that form part of the EU or EFTA unless agreed otherwise;
- use the vehicle in a responsible manner and in particular to protect it from overly stressful use; to follow possible instructions for the use and the maintenance of the vehicle issued by the manufacturer or by the lessor and to have the regular maintenance work done only in a workshop authorized by the lessor unless otherwise agreed;
- only use tractor-units to pull trailers that are technically appropriate, properly registered, and duly insured;
- keep the vehicle in a serviceable state at his own cost and especially to have necessary repair done only in a workshop authorized by the lessor unless otherwise agreed;
- have all legally prescribed technical testing of the vehicle done;
- indemnify the lessor against all claims and expenses that arise from the vehicle during the term of lease until its return unless these have been caused by the lessor;
- refrain from all use of the vehicle that makes it unfit for use or restricts the possibility of its use and to
- take care of the care and maintenance of the vehicle.

§ 6. Insurance

The vehicle leased has been insured by the lessor according to the German legal requirements for vehicle insurances. In addition full comprehensive cover with an excess of EUR 2,000.00 has been taken out.

§ 7. Taxes

Unless otherwise agreed a tractor-unit leased is registered for the road in Germany at the lessor's expense according to Article 10 of the German Road Tax Law (§ 10 KraftStG), and German vehicle tax is duly paid including the additional tax allowing it to pull trailers („Anhängerschlag“).

Unless otherwise agreed a trailer leased is registered for the road in Germany at the lessor's expense according to Article 10 of the German Road Tax Law (§ 10 KraftStG) with a green German license plate which frees it from vehicle tax. The lessee hereby acknowledges that trailers which are registered using a green German license plate may only be used on public roads if they are pulled by a tractor-unit for which the additional tax for trailer-use („Anhängerschlag“) has been duly and fully paid and that in case this rule is not observed the lessor will incur a tax liability. The lessee hereby guarantees to the lessor that the lessee will observe all tax requirements that are necessary to retain the tax-free status of the trailer. In case of a violation of these tax requirements the lessee will indemnify the lessor against all financial losses no matter from which legal cause they will arise. Where the lessor is burdened with any other charges, contributions, taxes or dues resulting from the possession or use of the vehicle for the duration of the lease and until the vehicle has been returned these will be charged to the lessee unless otherwise agreed.

§ 8. Tires, brakes

Wear and tear of tires and brakes will be at the lessee's expense until the vehicle has been returned. Damaged or worn-out tires must be returned to the lessor. In any case the lessor reserves the right to replace tires mounted by the lessee by own ones at the lessee's expense.

§ 9. Breakdown or accident

The lessee will immediately notify the lessor by telephone of any breakdown or accident involving the vehicle and he will provide a detailed written account of this to the lessor within 48 hours. The lessee will be liable for all consequences arising from such a notification or account being belated or incomplete.

§ 10. Loss of the vehicle

In the case of the loss of the vehicle the lessee must, on the demand of the lessor, produce a reasonably satisfying official confirmation that the responsible authorities have been informed of the loss and that all necessary steps have been taken to determine the whereabouts of the vehicle. Until they have received such a confirmation, the lessor is entitled to postpone asserting the loss. In such a case the vehicle is deemed to be still leased by the lessee and rent must be paid accordingly.

§ 11. Liability

For the duration of the lease the lessee is solely responsible for the possession and the use of the vehicle. The lessee undertakes to secure semi-trailers resting on their landing gear sufficiently against falling over or other accidents using additional means of support if necessary.

The lessor can only be held liable for acts of intent or gross negligence. In cases of simple negligence liability is restricted to the amount of damage that could typically be foreseen. The liability for damages that belong to the area where the lessee bears the risk is always excluded. There will be no liability or replacement duty on the part of the lessor for consequential or other indirect damages or losses.

§ 12. Accelerated time for payment

All outstanding rent payments for the whole of the remaining lease period will become due immediately if

- the lessee is partially or fully in arrears with a due rent payment for more than one month;
- the lessee has ceased payment;
- composition or insolvency proceedings have been initiated regarding the lessee's property;
- the lessee is seeking a payment moratorium or other out-of-court settlement with creditors;
- facts such as enforcement measures or bill protests allow the conclusion to be made that the lessee is not fulfilling due payment obligations;
- the lessee goes out of business and/or
- the lessee does not meet his obligations despite a written warning by the lessor. If the lessee does not meet his due obligations within a time-limit of one week following the first demand by the lessor, the lessor will be entitled to demand the immediate return of the vehicle to secure his claims, and to take possession of it. In such a case the lessor will remain entitled to the rent.

Any possible expenses arising during the securing of the vehicle for transport, storage, insurance or maintenance will be charged to the lessee. Any further going claims for damages by the lessor will not be affected by this.

§ 13. Termination without notice

In the cases specified in Sec. 12 above or where a good cause applies the lessor is entitled to terminate the contract without notice and to repossess the vehicle immediately at the lessee's expense. In this case the lessee will be liable for the difference between the total rent due for the whole remaining lease period and the net rent income that the lessor is realizing elsewhere. However, the lessee will be liable for at least the amount of EUR 200.00 partially covering the administrative and work effort connected to the change of lessee. All other costs and expenses that will arise for the lessee in connection with the termination without notice will be charged to the lessee.

§ 14. Set-off, retention

The lessee shall not be entitled to set off a disputed claim of his own that has not yet been established in court as legally binding against a demand for rent by the lessor or to assert a right of retention based on such a claim.

§ 15. Property, possession

The vehicle shall remain the sole property of the lessor. The lessee is in no case entitled to modify or otherwise alter the vehicle or to remove or make illegible the ownership badges. In the case of damage to the ownership badges the lessee must immediately notify the lessor of the fact and have the damage repaired at his own cost following the directions of the lessor. The lessee is obliged to make the vehicle accessible to the lessor at any time for inspecting. If the vehicle happens to be seized as a security by a third party or if a third party claims to be entitled to it in any other way the lessee must fend off such claims at his own expense and immediately notify the lessor of this happening.

No sub-leasing of the vehicle is allowed without the written consent of the lessor. In the case of this provision being violated the lessor is entitled to terminate the lease without notice. In the case of a permitted or non-permitted sub-lease or other licence to a third party the lessee hereby assigns to the lessor all claims including all future claims against that third party for security reasons. The lessor hereby accepts the assignment.

§ 16. Termination

Unless otherwise agreed the agreement is made indefinitely. It can be terminated at the end of a calendar year observing a notice period of three months. If the agreement is terminated the mutual rights and obligations shall remain in force until the vehicle has been returned. The lessee remains obliged to fulfil the remaining duties of performance resulting for him from the contract.

§ 17. Final provisions

The parties did not enter any written or oral supplementary agreements to the contract. All prices are exclusive of the legal VAT where such applies. All supplementary agreements, alterations, and additions to the contract of lease and all agreements to change these general terms and conditions as well as all one-sided statements related to the closing of the contract, its operation, or its termination, are required to be written in order to be valid. In the event that any provisions of the contract of lease including these terms and conditions are wholly or partially held to be invalid by a competent authority the remaining provisions shall continue to have effect. Any invalid provision is to be replaced by one that most closely fulfils the original economic purpose in an admissible manner. In addition to the provisions of the contract of lease and to these general terms and conditions the laws of the Federal Republic of Germany shall apply. For both contracting parties the place of performance and the place of jurisdiction – especially for procedures enforcing payment – will be the lessor's official place of business. Legal venues that are mandatory under statutory law will remain unaffected. Wherever translations of these general terms and conditions deviate from the original German version the provisions of the German original shall prevail.

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Register Court: Local Court/Amtsgericht Kleve HRA 1907