**General Conditions for the Renting of Mobile Buildings**

§ 1

**Scope,** **conclusion of contract**

(1) The offers, order confirmations as well as the rental relationships concluded by the lessor shall be subject to the following conditions. Conditions of the business partner deviating hereof shall not be valid with regard to the lessor. The conditions of the lessor shall also – without requiring express emphasis or confirmation - apply to any later transactions within the framework of a current business relationship.

(2) Oral collateral agreements to and modifications of contracts shall be effective.

§ 2

**Term of lease**

(1) The rental relationship shall begin at the time agreed upon by contract. If an exact date has not been specified, the rental relationship will start at the day when the rented item is dispatched or made available by the lessor to the lessee.

(2) The rental relationship shall terminate at the day when the rented item is returned to the return location as specified by the lessor, but not before expiration of the agreed term of lease.

(3) If the rental contract is concluded for an indefinite period, it may only in writing be terminated by both parties. The period of notice will be one month both for the lessor and the lessee, always calculated from the day when the notice of termination is received by the other contracting party.

§ 3

**Calculation and payment of the rent**

(1) The rent will be calculated for each calendar month in advance and will be due for payment on the third working day of the calendar month at the latest; in case of transfers, punctual payment requires that the amount is credited to one of the lessor’s accounts.

(2) The following will be calculated on a separate basis:

Costs of loading and unloading, of transport, assembly and disassembly of the rented item including any travel expenses and accommodation costs of the personnel.

(3) Irrespective of the duration of the rental contract, the obligation to pay the rent will in any case not end before arrival of the rented item at the return location specified by the lessor, unless the lessor or his vicarious agents are to be blamed for the occurrence of delay.

(4) If the rented item has to be cleaned after return or to be repaired owing to circumstances for which the lessee is responsible, the lessor will be entitled to invoice an amount corresponding to the rent for the duration of cleaning and repair work, with the lessor being responsible for an execution of work as fast as possible.

(5) If the rented item may be used in part during the repair and maintenance work, the obligation to pay rent will be suspended for the days on which the rented item may be rented otherwise.

(6) Offsetting of due rent with counterclaims shall not be permitted, unless the counterclaims are undisputed or have been established as legally binding. Assertion of a right of retention shall be excluded.

(7) If provision of security has been agreed upon, the lessor will be entitled to use such security for covering all of his claims after expiration of the rental contract and to retain an excessive amount so long as it takes for the lessor within a reasonable period to determine the claims he is entitled to, e.g. in case of cleaning and repair work; for a period of six months at most, however.

§ 4

**Default of payment by the lessee**

(1) If the lessee is in default of payment in whole or in part with regard to a due amount for more than ten days, or if a bill of change accepted by him is protested, the lessor will be entitled to collect the rented item at the expense of the lessee who has to grant access to the rented item and to allow the removal of the same. The contractual claims, in particular for payment of rent, shall remain unaffected hereby. If the lessee is not able to pay all arrears within a reasonable grace period to be granted to him, the lessor will be entitled to terminate the rental relationship for a serious reason (see § 10). In such case, as well, the lessee will continue to owe the rent until the initial end of contract, reduced by such proceeds which the lessor has obtained or could have obtained by renting the rented item otherwise, with the lessor being entitled, however, to use such proceeds first of all for paying the costs of disassembly and return transport as well as any cleaning and repair costs.

(2) If rent is not paid within ten days after the due date, the lessor will be entitled to charge default interest to the amount of nine percentage points above the respective base interest rate. Furthermore, he will be entitled to a claim arising from § 288 Sect. 5 BGB (Civil Code). This means, that in case of default, the lessee will have to pay an additional lump sum compensation for default to the amount of  40.00 € apart from the aforementioned default interest.

§ 5

**Transport** **and** **installation**

(1) Loading and transportation of the rented item to the place of use as well as from the place of use to the return location shall be performed by the lessor, unless provided otherwise. The risk will be transferred to the lessee, however,  so that in case of transport-related damage or destruction of the rented item the lessee will not be entitled to derive any rights against the lessor.

(2) Without the lessor’s consent, the rented item must not be taken to another place of use.

(3) Unless agreed otherwise, the lessor shall be responsible for the assembly and disassembly of the rented item. Any damages occurring during the assembly and disassembly of the rented item will have to be born by the lessee, provided that the damages have not been caused by the lessor or his vicarious agents.

(4) The lessee shall prepare the area intended for installation in such a way that between the rented item and the ground is a free layer of air of at least 10 cm and that the rented item will be protected against moistening from the ground. If an incorrect preparation should lead to moisture damages or any other damages to the rented property, the lessee will have to bear the repair measures or the costs of replacement of the rented property.

(5) In case of individual and combination multiple systems, the lessee, unless agreed otherwise, has to provide for the following at his own expense:

* Foundations (strip foundation or foundation plate) or a stable even ground, foundation timbers or gravel covering in accordance with our specifications
* free and unhindered access to the construction site, ordering of a suitable lifting device for unloading, assembling, disassembling and loading, installation of all outdoor connections for the supply and disposal systems of the rented item
* Provision of electrical energy in the immediate area of the construction site

(6) The costs of the electrical energy used for assembly and disassembly shall be born by the lessee.

§ 6

**Use and inspection of the rented item**

(1) Subletting or granting otherwise permission of use by the lessee to third parties shall require the express prior consent of the lessor. If the lessee inadmissibly sublets the rented item or grants permission to third parties to use the rented item without the lessor’s consent, the lessee will be liable in full towards the lessor for any damages caused by such third parties. Furthermore, the lessor will be entitled to termination for serious reason in accordance with § 10 of the General Conditions for the Renting of Mobile Buildings.

(2) The lessee shall not be allowed to assign rights arising from this contract.

(3) The lessee shall not be authorized to make any changes to the rented item.

(4) The rented item may only be used for the purpose as specified in the rental contract. The purpose shall always be stipulated in the underlying contractual document.

(5) The lessee shall allow the lessor any time to inspect the rented item.

§ 7

**Liability of the lessor**

(1) On taking over of the rented item, the lessee shall make sure of the perfect condition of the rented item. The lessor has to be notified of any defects within two days at the latest, otherwise, the lessee will no longer be entitled to derive rights from such defects. Objectively latent defects have to be reported two days after becoming aware of them at the latest; the same shall apply to defects occurring later on. If the lessee violates this obligation to report defects, he will not be entitled to derive rights from the existence of such defects.

(2) If the lessor is notified of defects in due time, the lessors will have to remove them. Multiple rectification, at least twice, shall be admitted. If rectification fails nevertheless, the lessees shall be entitled to exchange the rented item at the lessor’s risk and expense. The lessees may also immediately make use of this exchange option without prior rectification. There is an option in this respect.

(3) Claims exceeding this lessee’s claim for removal shall be excluded, irrespective of the legal reason on which they are based. In particular, the lessors shall not be liable for compensation, unless the lessors or the lessors’ vicarious agents have caused the defect intentionally or in a grossly negligent way. Exclusion or limitation of liability shall expressly be excluded in cases of injury to life, body or health which are caused by a negligent or intentional violation of duty on part of the lessor or by a negligent or intentional violation of duty on part of a statutory representative or vicarious agent of the lessor.

§ 8

**Liability of the lessee**

(1) The lessee shall be obliged to treat the rented item carefully. He shall be liable for the loss of or damage to the rented item, unless he can render proof that neither he nor third parties are to be blame for the damage or loss.

(2) Any case of damage has to be reported immediately.

(3) In case of a late return of the rented item, the lessee will not only be obliged to continue payment of rent, but he will also be liable for further damages that might have caused to third parties owing to the non-availability of the rented item which might lead to a claim for damages by such third parties towards the lessor due to the non-availability of the rented item in spite of a contract that has been concluded.

(4) The lessee is explicitly requested to agree a date for collection with the lessors in time before the end of the rental relationship and  to provide for an unhindered, immediate disassembly and removal of the rented item.

(5) If a third party asserts rights with regard to the rented item due to attachment, seizure or for other reasons, the lessee will be obliged to inform the lessor immediately and to refer such third party to the lessor’s property right. The damage caused to the lessor by violation of this obligation shall be compensated.

§ 9

**R****eturn of the rented item**

(1) Unless otherwise agreed, the rented item shall be returned on the last day of the rental relationship. This day is intended for disassembly and collection by the lessor. An arrangement deviating hereof has to be agreed by the lessee with the lessor in due time before the end of the rental relationship. Should the lessor be unable to comply with this arrangement in any form, the lessor shall inform the lessee in time.

(2) The lessee shall return the rented item in a proper, in particular cleaned condition.

(3) The lessors shall immediately determine any defects on the spot, but within two days after return to the return location at the latest. The lessors shall immediately inform the lessees about any identified defects and give them the opportunity to inspect the rented item within another three days. If the lessee does not react or does not accept the defects, the lessor will be entitled to establish such defects at the expense of the lessee, e. g. by a specialist workshop or an expert. The efficiency principle has to be taken into account in this respect.

(4) It is explicitly pointed out to the lessee that a statement by him claiming that the defects had existed upon handover of the rented item will only be accepted if he had notified the lessor of exactly these defects when taking over the rented item (see § 7 Sect. 1).

(5) If the lessee leaves any items in the rented item at the end of the rental relationship, the lessor will be entitled to store such items either on the spot or to keep them safe or to have them kept safe at the lessee’s expense. The lessor will in no case assume any liability with regard to the storing and maintaining of such items. Any claims asserted by third-party custodians shall be deemed as Negotiorum gestio and may be reclaimed by the lessor from the lessee by means of legal proceedings.

§ 10

**Termination for serious reason**

(1) Lessor and lessee shall be entitled to terminate the contract for serious reason without complying with any notice period, i.e. with immediate effect.

(2) Serious reasons are in particular:

* After conclusion of contract, the lessor becomes aware of facts indicating that the lessee is no longer creditworthy.
* The lessee does not use the rented item in accordance with its intended use or moves it to another place, does not treat it properly or makes the rented item available to third parties without permission.
* The lessee becomes in default of payment with more than one monthly rent for a period of more than two months.

§ 11

**Final provisions**

(1) German law shall apply.

(2) If the lessee is a merchant, a legal entity or a public corporation or institute, place of jurisdiction in case of any disputes shall be the Local Court of Mühlhausen or the District Court of Mühlhausen depending on the amount in dispute.