

The rental terms and conditions of the CHS Container Group.

I. General Provisions and Scope of Application

1. The CHS Container Handel GmbH, CHS Spezialcontainer – Shelter and Engineering GmbH, and CHS Südcon GmbH are collectively referred to as the "CHS Container Group" hereinafter.

2. These rental terms and conditions apply to business relationships concerning the rental of containers and related transactions with the CHS Container Group. The business partners of the individual companies within the CHS Container Group are hereinafter referred to uniformly as "Renter," regardless of whether a contract has already been concluded or a pre-contractual relationship of trust has been established.

3. Our rental terms and conditions apply exclusively; we do not recognize any conditions of the customer that conflict with or deviate from our rental terms and conditions, unless we explicitly agree to their applicability in writing. Our rental terms and conditions also apply even if we accept the rental contract without reservation, knowing of conflicting or deviating conditions of the renter.

4. We are entitled to subsequently adjust these rental terms and conditions in ongoing contracts. The adjustment becomes effective only once the renter has agreed to the adjustment or their agreement is deemed given in accordance with the following provisions. We will inform the renter of the new rental terms and conditions in text form at least two months before the intended effective date and will also specify the amended clauses. The renter's consent to the new rental terms is deemed given if the renter does not notify us of their rejection before the intended effective date. We will particularly point out this approval effect in our notification to the renter.

5. Our rental terms and conditions also exclusively apply to all future contracts with the renter within the framework of the existing business relationship between the renter and us concerning the rental of containers.

6. Any individual agreements made with the renter (including side agreements, supplements, and changes) take precedence over these rental terms and conditions. The content of such agreements is determined, subject to contrary evidence, by a written contract or our written confirmation.

II. Subject of the Contract, Conclusion of the Contract, Termination, Delivery

1. The rental object is any item that we, as the lessor, provide to the renter for use in fulfillment of a rental agreement.

2. The rental period begins, unless otherwise agreed above, on the day of delivery as specified on page 1 of the contract.

3. The rental period ends, unless otherwise agreed above, on the day the container (hereinafter also referred to as the "rental object") is received by the lessor

(hereinafter also referred to as "us"); in the case of damage to the container caused by the renter, the rental period ends on the day the renter authorizes the repair to be carried out.

4. A rental agreement of indefinite duration may be terminated by either party with 14 days' notice to the end of the month in writing. The statutory provisions regarding immediate termination for a good cause remain unaffected. All costs for the return of the rented object, including any costs required to remove third-party access or to repossess the rental object, shall be borne by the renter.

5. Force majeure events (e.g., labor disputes with us or our suppliers, war, fire, pandemics, transport obstacles, shortage of raw materials, governmental measures, or natural events) interrupt our delivery obligation for the duration of the event, plus a reasonable start-up time and to the extent of its effect. This applies even if we are already in default of delivery. We will inform the customer immediately of the occurrence of a force majeure event and the expected duration of the disruption. We are entitled to withdraw completely or partially from the contract due to the undelivered part if continuing the contract is unreasonable for us due to the duration of the force majeure, even considering the customer's interests.

6. Despite the fact that the COVID-19 crisis has been generally known since February 2020, the effects of the crisis remain unpredictable. Therefore, in the event of impacts of the COVID-19 crisis on us that are related to the performance of the contract (e.g., delays due to governmental orders such as quarantine, bans, etc., supply and resource shortages, personnel shortages, transport disruptions such as transport route closures, container and packaging material shortages, etc.), we are relieved of our performance obligation for the duration of the respective impacts and the corresponding restart phases. We will agree on new dates and an updated schedule with the customer in the event of any impacts on deadlines. We will take all reasonable and feasible actions to minimize the impact on contractual performance.

III. Obligations of the Renter

1. Any visible defects and discrepancies must be reported to the lessor immediately upon receipt of the container(s), i.e., on the day of delivery, and at the latest by the following day. Hidden defects must be reported immediately after their discovery.

2. The rent is to be paid monthly in advance without deduction, no later than the third business day of each month. Unless otherwise agreed with the renter, the renter is required to pay the invoice amounts without deduction, in cash or via a fee-free transfer to one of our accounts, immediately upon receipt of the invoice. The timeliness of payments is determined by the receipt of funds, not by the sending of payment.

3. The rent includes 14 days of storage-free time. After the expiration of the storage-free period, the renter is required to pay the lessor €3 per day per TEU as storage fees (plus statutory VAT).

4. The renter is obliged to take out fire, storm, transport, breakage, and theft insurance for the rental object for its replacement value during the rental period. The renter must inform the insurer that we are the owners of the rental object and name us as the beneficiary of the insurance. By entering into this rental agreement, the renter also assigns to us any claims against their insurer. We accept the assignment.
5. The renter is liable according to the law for all damages that occur during the rental period to the container and for damages resulting from a breach of their duty of care and notification. In particular, the renter assumes the risk of loss or theft. However, the renter does not bear the risk of normal contractual wear and tear. If we can prove that the damage falls within the renter's area of risk and responsibility, the renter bears the burden of proof that the damage was not caused by them.
6. Subletting or transferring the rental object to third parties is only allowed with the prior express written consent of the lessor.
7. A change of the container's location must be reported to the lessor immediately. If the renter intends to move or use the rental object outside the territory of the Federal Republic of Germany, they must inform us before the conclusion of the rental agreement or, if the move or use is planned after the contract has been concluded, immediately before moving the rental object out of the Federal Republic of Germany. We can object to the removal of the container abroad if there is an important reason.
8. The renter may only use the container for the agreed purposes. It is the renter's responsibility to verify whether any private or regulatory approvals are required for the intended use, such as building permits, compliance with boundary distances, static calculations, or similar. If such approvals are required, it is the renter's responsibility to obtain them. Any delays resulting from this do not affect the duration of the rental period.
9. If the tax authorities classify the container modules as buildings, the renter shall bear the tax consequences arising from the period of their use, especially in the form of property taxes.
10. The renter is obligated to perform cosmetic repairs during the rental period without specific request from us, at reasonable intervals. The renter must carry out minor repairs/maintenance to the rental object that arise after the contract begins at their own cost and in a proper manner. This also applies to any interior equipment of the container. Minor repairs/maintenance are defined as measures not exceeding €80.00 (net) per individual case. The renter's obligations under this provision are additionally limited to €500.00 (net) per calendar year.
11. The container must be returned in proper and clean condition. If this is not the case, the lessor can, without further request, undertake or have the cleaning or repair performed at the renter's expense. If the rental object is not returned on time, we hereby reject any extension of the rental relationship according to § 545 BGB (German Civil Code).

12. In the case of non-return of keys or furniture, or return of damaged furniture, the lessor is entitled to charge the renter for the costs of replacement or repair. In the case of keys from a security system, the damage to be reimbursed by the renter is €35.00 per affected lock cylinder; other costs will be charged based on effort.

13. In the case of long-term rental of refrigerated containers, the renter is obligated to have the refrigeration unit professionally maintained every three months at their own expense.

IV. Liability of CHS Container Group

1. Claims by the renter for failure, disruptions, or defects in the rental object, particularly for damages, are governed by the law, unless otherwise agreed below.
a. Contrary to § 536a (1), Variant 1 BGB (German Civil Code), we are liable for initial defects of the rental object only in cases of fault and then according to the provisions of this section III. 10.

b. We are fully liable under the Product Liability Act, for fraudulent concealment of a defect, for damages arising from injury to life, body, or health, in cases of intent, or if we have provided a guarantee. In cases of gross negligence, we are only liable for the foreseeable, typical contractual damages.

c. In the case of negligent violation of essential rights or obligations arising from the content and purpose of the contract, we are also only liable for the foreseeable, typical contractual damage.

d. Except in the cases mentioned in items a) – c), we are not liable for damages caused by simple negligence.

e. Our liability under item IV. 1. c) is also limited to €50,000 per damage event and €150,000 per contract. The above liability limits do not apply if the customer specifies a higher value for the maximum liability limit in writing before concluding the contract. In the case of such a declaration of value, the maximum liability limit is determined by the declared value. For the increased value limit, we will charge the customer a fee surcharge that covers the additional costs incurred (e.g., higher insurance premiums).

f. Outside the scope of item b), further claims for compensation, especially for indirect damages or loss of profit, are excluded.

2. To the extent that liability for damages is excluded or limited, this also applies to the personal liability of our employees, workers, and representatives.

3. If containers are to be purchased from a rental agreement, a maximum credit of 70% of the rent paid for three months, without considering the remaining rental period, may be applied.

4. If a rental contract lasts for more than 15 months, the lessor has the right to set prices for disassembly and removal that differ from the currently calculated price, provided that the development of wages, fuel costs, and insurance premiums justifies this and we are not responsible for this development. Therefore, the relevant lump-sum prices for the aforementioned services will be charged at the market conditions prevailing at the end of the rental period.

5. In the case of leasing or purchasing containers from a rental agreement, these remain the property of the lessor until all claims arising from the business relationship have been fully paid by the renter/buyer. Until then, the renter must keep the rental object free from all encumbrances, including third-party liens, and immediately notify the lessor/seller of any claims from third parties, including seizures, by registered letter. The renter/buyer must provide all necessary documents to protect the rights of the lessor/seller and make all necessary declarations. The renter must indemnify the lessor against all costs arising from actions by third parties or which may arise in the future. In addition, the lessor's sales and delivery conditions apply.

V. Final Provisions

1. If the renter is a merchant, a legal entity under public law, or a special fund under public law, Bremen is the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Container Handel GmbH or CHS Spezialcontainer – Shelter and Engineering GmbH and the renter; this also applies to related transactions in which, alongside CHS Südcon GmbH, CHS Container Handel GmbH or CHS Spezialcontainer – Shelter and Engineering GmbH is involved.

2. If the renter is a merchant, a legal entity under public law, or a special fund under public law, Munich is the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Südcon GmbH and the customer.

3. Paragraphs 1 and 2 also apply if the renter has no general place of jurisdiction in Germany or moves their residence or usual place of residence abroad after the conclusion of the contract, or if their residence or usual place of residence is unknown at the time the lawsuit is filed. However, we reserve the right to sue the renter at their general place of jurisdiction.

4. Unless expressly agreed otherwise between CHS Container Handel GmbH and CHS Spezialcontainer – Shelter and Engineering GmbH with the renter, Bremen is the place of performance. Unless expressly agreed otherwise between CHS Südcon GmbH and the renter, Parsdorf is the place of performance.

5. The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

6. If any individual provisions of the contract concluded between us and the renter are or become ineffective or void, the effectiveness of the remaining provisions of the contract shall not be affected. The ineffective or void provision shall be deemed replaced by a provision that most closely reflects the economic intent and purpose of the ineffective or void provision in a legally effective manner. The foregoing shall also apply in the case of gaps in the regulations. If individual clauses of the contract, particularly these conditions, are deemed general terms and conditions, §§ 306 (1) and (2) of the German Civil Code (BGB) shall apply accordingly.

7. No action by us, except for an explicit waiver declaration, constitutes a waiver of any rights granted to us under the contract, these terms and conditions, or the law. A delay in exercising our rights also does not constitute a waiver of the affected right. A one-time waiver of a right does not constitute a waiver of this right on another occasion.

8. All contracts as well as their amendments or additions must be in text form. Oral agreements are only valid if confirmed in text form by the relevant company of the CHS Container Group. This also applies to this text form clause.

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