

RINNEN GmbH & Co. KG Internationale Spedition

Tank Container Leasing – General Terms and Conditions

§ 1 Application

These terms and conditions apply to the leasing activity of tank containers – hereinafter referred to as “containers” – by the company Rinnen GmbH & Co. KG Internationale Spedition – hereinafter referred to as “Rinnen”.

§ 2 Term of lease and termination

- (1) The term of the lease shall commence on the day on which the container is provided to the lessee.
- (2) Where a lease has been granted indefinitely it can be terminated at the end of a month observing a notice period of one month.

§ 3 Billing and payment, accelerated time for payment

- (1) The rent is to be paid monthly and in advance.
- (2) Rent will be charged beginning with the date on which the container has been provided and it will not end before the container has been returned properly.
- (3) If Rinnen so demands, payment must 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. For this the lessee must provide to Rinnen their International Bank Account Number (IBAN).
- (4) 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, Rinnen will be entitled to demand the immediate return of the container to secure their claims, and to take possession of it. In such a case Rinnen will remain entitled to the rent.Any possible expenses arising during the securing of the container for transport, storage, insurance or maintenance will be charged to the lessee. Any furthergoing claims for damages by Rinnen will not be affected by this.

§ 4 Termination without notice

In the cases specified in Sec. 3 (4) or where a good cause applies Rinnen is entitled to terminate the contract without notice and to repossess the container 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 Rinnen is possibly realizing elsewhere. 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 the lessee. The liability by the lessee for the administrative and work effort will be dispensed with only if the lessee is able to prove that the loss that Rinnen has incurred as a result of this does not actually reach EUR 200.00. All other costs and expenses that will arise for Rinnen in connection with the termination without notice will be charged to the lessee.

§ 5 Liability

- (1) Rinnen will provide the container in good working order.
- (2) The lessee must make sure that the container is in the good working order, clean, and fit to serve the lessee's purpose.
- (3) Until the container is returned the lessee is solely responsible for the possession and the use of the

- container.
- (4) Rinnen can only be held liable for acts of intent or gross negligence. In cases of simple negligence liability is restricted to the amount 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 Rinnen for consequential or other indirect damages or losses.

§ 6 Use and maintenance of the container

The lessee is obliged to

- (1) observe all legal or other pertinent requirements in all jurisdictions and of all supranational organizations affected by the use of the container;
- (2) restrict the use of the container to the countries that form part of the EU or EFTA unless agreed on otherwise;
- (3) use the container in a responsible manner and especially to protect it from overly stressful use; to follow possible instructions for the use and the maintenance of the container issued by Rinnen or by the manufacturer and to have the regular maintenance work done only in a workshop authorized by Rinnen unless otherwise agreed;
- (4) only use means of transport for the container that are technically appropriate, properly registered and duly insured;
- (5) keep the container in a serviceable state at their own cost and especially to have necessary repairs done only in a workshop authorized by Rinnen unless otherwise agreed;
- (6) take care of the care and maintenance of the container;
- (7) indemnify Rinnen against all claims and expenses that arise from the container during the term of lease until its return unless these have been caused by Rinnen;
- (8) refrain from all use of the container that makes it unfit for use or restricts the possibility of its use and to
- (9) make the container available for all legally prescribed testing within the deadlines communicated by Rinnen and cleaned at the lessee's own cost.

§ 7 Loss of the container

In the case that the container has been lost the lessee must, on the demand of Rinnen, 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 container. Until they have received such a confirmation, Rinnen is entitled to postpone asserting the loss. In such a case the container is deemed to be still leased by the lessee and rent must be paid accordingly.

§ 8 End of the lease

- (1) When the agreement comes to an end the lessee will return the container to the place of fulfillment at the appointed time or – in case the lease has been terminated extraordinarily – immediately unless the parties have agreed on another place of return. The container must be returned in a proper state, totally empty and cleaned to the same level of cleanliness inside and outside as it was in when handed over to the lessee. The lessee must prove the internal cleaning through an ECD (European Cleaning Document) of an SQAS-certified issuer and the container must not have been refilled in between.
- (2) In case of complaints after the container has been returned, Rinnen must request the lessee to engage in a mutual claims assessment within two months. If the lessee fails to comply with this request within eight days after receiving it then the assessment by Rinnen or their agent or representative will be binding.
- (3) If the container needs to be cleaned, repaired, or further examined due to the state it was returned in the obligation to pay rent will not expire before it has been returned to a state of unobjectionable serviceability.

§ 9 Final provisions

- (4) All prices are exclusive of the legal VAT where such applies. All supplementary agreements, alterations, and additions to the contract of lease and all changes to 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. Faxed documents are sufficient if the contracting parties use their own fax machines and phone (i.e. fax) lines.
- (5) 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 fulfills the original economic purpose in an admissible manner.
- (6) The laws of the Federal Republic of Germany shall apply.

- (7) For both contracting parties the place of performance and the place of jurisdiction – especially for procedures enforcing payment – will be Rinnen’s official place of business unless agreed otherwise. Legal venues that are mandatory under statutory law will remain unaffected.
- (8) Wherever translations of these general terms and conditions deviate from the original German version the provisions of the German original shall prevail.

Rinnen GmbH & Co. KG Internationale Spedition
Gutenbergstraße 27, 47443 Moers, Germany
Register Court: Local Court/Amtsgericht Kleve HRA 1907