



I. General information and scope of application

1. CHS Container Handel GmbH, CHS Spezialcontainer - Shelter and Engineering GmbH, CHS Südcon GmbH shall hereinafter also be jointly referred to as "CHS Container Group".
2. These Terms and Conditions of Rental apply to business relations concerning the rental of containers and related transactions with CHS Container Group. The business partners of the individual companies of the CHS Container Group shall hereinafter uniformly be referred to as "Renter", irrespective of whether a contract has already been concluded or a pre-contractual relationship of trust has been established.
3. Our Terms and Conditions of Rental shall apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Rental, unless we expressly agree to the application of such conflicting or deviating terms in writing. Our Terms and Conditions of Rental shall also apply if we accept the rental contract without reservation in the knowledge that the Renter's terms conflict with or deviate from our Terms and Conditions of Rental.
4. We are entitled to make subsequent adjustments to these Terms and Conditions of Rental in current contracts. The adjustment shall only become effective once the Renter has agreed to the adjustment or their consent is deemed to have been given in accordance with the following provisions. We shall notify the Renter of the new Terms and Conditions of Rental in text form no later than two months before the date on which they are to take effect and shall, at the same time, inform the Renter of the amended clauses. Consent to the application of the new Terms and Conditions of Rental shall be deemed to have been given if the Renter has not given notice of their refusal prior to the proposed date on which the new terms and conditions of rental are to enter into effect. We will specifically point out this approval effect to the Renter in our notification.
5. Our Terms and Conditions of Rental shall also apply exclusively to all future contracts with the Renter within the scope of the business relationships existing between the Renter and us concerning the provision of containers for use against payment.
6. Individual agreements made with the Renter in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Rental. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

II. Subject matter of the contract, conclusion of the contract, termination, delivery

1. The rental object is any object which we, as the Lessor, provide to the Renter for use in fulfillment of a rental agreement.
2. Unless otherwise agreed above, the start of the rental period shall be the date of delivery in accordance with page 1 of the contract.
3. Unless otherwise agreed above, the end of the rental period shall be the date of receipt of the container (hereinafter also referred to as the "rental object") by the Lessor (hereinafter also referred to as "us"); in the event of damage to or in the container caused by the Renter, the end of the rental period shall be the date on which the Renter releases the repair for performance.
4. A rental relationship of indefinite duration may be terminated by either party in writing with 14 days' notice to the end of the month. The statutory provisions on termination without notice for good cause shall remain unaffected. All costs of taking back the rental object, including



- any costs which may be necessary to prevent access by third parties or to replace the rental object, shall be borne by the Renter.
5. Cases of force majeure (e.g. industrial disputes at our company or at our suppliers, war, fire, pandemics, transport obstacles, shortage of raw materials, official measures or natural events) shall interrupt our delivery obligation for the time of their duration plus a reasonable start-up time and the extent of their effect. This shall also apply if we are already in default of delivery. We shall notify the customer without undue delay of the occurrence of a case of force majeure and the expected duration of the hindrance. We are entitled to withdraw from the contract in whole or in part due to the part not yet fulfilled if the continuation of the contract is unreasonable for us due to the duration of the force majeure, also taking into account the interests of the customer.
 6. Notwithstanding that the COVID-19 crisis has been widely known since February 2020, the impact of the crisis remains unpredictable at this time. Therefore, in the event of any impact of the COVID-19 crisis affecting us in connection with the performance of services under the contract (e.g. delays due to official orders such as quarantine, bans, etc., delivery and resource failures, staff shortages, transport hindrances such as blockages of transport routes, container and packaging material shortages, etc.), we are released from our obligation to perform for the duration of the respective impact and the corresponding restart phases. We will agree new dates and a correspondingly updated schedule with the customer in the event of any impact on the dates. We will undertake all reasonable and appropriate activities to minimize the impact on the contractual performance of services.

III. Obligations of the Renter

1. Open defects and shortages are to be reported to the Lessor without undue delay after receipt of the container(s), i.e. on the day of delivery, at the latest on the next day. Concealed defects shall be reported without undue delay after their discovery.
2. The rent is payable monthly in advance without deduction by the third business day of each month. Unless we have agreed otherwise with the Renter, the Renter is obliged to pay invoice amounts without deduction in cash or by transfer to one of our accounts free of charges without undue delay after receipt of the invoice. The timeliness of payments is not determined by the date of dispatch, but by the date on which the money is credited.
3. The rent includes a 14-day storage fee-free period. After the expiry of the storage fee-free period, the Renter shall pay to us 3 euros storage fee per day and TEU (plus statutory VAT).
4. The Renter is obliged to take out fire, storm, transport, breakage and theft insurance for the rental period at the replacement value of the rental object. The Renter shall inform the insurance company that we are the owner of the rental object and name us as the beneficiary of the insurance. With the conclusion of this rental contract, the Renter also assigns to us all possible claims against its insurer. We accept the assignment.
5. The Renter is liable by law for all damage caused to the container during the rental period and for damage caused by a breach of its duty of care and notification. In particular, it shall bear the risk of loss or destruction. It does not bear the risk of normal contractual wear and tear. If we prove that the damage falls within the Renter's sphere of risk and responsibility, the Renter shall bear the burden of proof that the damage is not its fault.
6. The transfer to third parties or subleasing is only permitted with the prior express written consent of the Lessor.
7. The Lessor must be notified without undue delay of any change in the location of the container. If the Renter intends to move or use the rental object outside the territory of the Federal Republic of Germany, it must inform us of this before conclusion of the rental contract, or, if the movement or use is only planned after conclusion of the contract, without undue delay and before the removal from the territory of the Federal Republic of Germany. We may object to the shipment of the containers abroad if there is good cause.

8. The Renter may only use the container for the agreed purposes. It is the responsibility of the Renter to check for itself whether private or official permits of any kind are required for the realization of the intended use, such as a building permit, failure to observe boundary distances, weight-bearing calculations or the like. If this is the case, it is the responsibility of the Renter to obtain these. Any delays arising in this connection shall not affect the term of the rental.
9. If the tax authorities assess the container space elements as buildings, the Renter shall bear the tax consequences arising for the period of its use, in particular in the form of property tax.
10. During the rental period, the Renter is obliged to carry out cosmetic repairs within a reasonable period of time without being specifically requested to do so by us. The Renter shall carry out minor repairs/maintenance to the rental object which arise after the commencement of the contract in a proper manner at its own expense. This also applies to any interior equipment of the container. Measures that do not exceed € 80.00 (net) in an individual case are considered minor repairs/maintenance. The Renter's obligations under this clause are additionally limited to € 500.00 (net) per calendar year.
11. The container must be returned in a proper and cleaned condition. If this is not the case, the Lessor may carry out the cleaning or maintenance itself or have it carried out at the Renter's expense without further request. If the rental object is not returned on time, we already object in advance to an extension of the rental relationship in accordance with Section 545 of the German Civil Code (BGB).
12. If keys or furniture are not returned or if damaged furniture is returned, the Lessor is entitled to charge the Renter for the costs of replacement or repair. If the keys are from a security system, the damage to be compensated by the Renter shall amount to € 35.00 per affected locking cylinder, other costs shall be invoiced according to expenditure.
13. In the case of long-term rental of refrigerated containers, the Renter is obliged to have the refrigeration unit professionally serviced every three months at its own expense.

IV. Liability of the CHS Container Group

1. Claims of the Renter due to failure, malfunction or defects of the rental object, in particular for compensation of damages, are governed by law, unless otherwise agreed below.
 - a. Contrary to Section 536a para. 1, variant 1 BGB, we shall also be liable for damages or reimbursement of expenses in the event of initial defects in the rental object only if we are at fault, and then in accordance with the provisions of this clause III. 10.
 - b. We shall be liable without limitation under the Product Liability Act, in the event of fraudulent concealment of a defect, for damages arising from injury to life, limb or health, in the event of intent or insofar as we have assumed a guarantee. In the event of gross negligence, our liability shall be limited to the foreseeable damage typical for the contract.
 - c. In the event of a merely negligent breach of material rights or obligations arising from the content and purpose of the contract, our liability shall also be limited to the foreseeable damage typical for the contract.
 - d. Except in the cases mentioned in paragraphs a) - c), we shall not be liable for damage caused by simple negligence.
 - e. Our liability according to clause IV. 1. c) is further limited to EUR 50,000 per damage event and EUR 150,000 per contract. The above limitations of liability shall not apply if the customer specifies a higher value as the maximum liability limit to us in writing prior to the conclusion of the contract. In the case of a corresponding declaration of value, the maximum liability limit is determined by the declared value. We shall levy a surcharge on the customer for the increased value limit, which shall in particular cover our additional costs incurred as a result (e.g. higher insurance costs).
 - f. Outside the scope of application of clause b), further claims for damages are excluded, in particular claims for compensation for indirect damage or compensation for loss of profit.

2. Insofar as our liability for damages is excluded or limited, this shall also apply with regard to personal liability for damages on the part of our employees, staff and representatives.
3. Insofar as containers from a rental contract are to be taken over by purchase, a maximum credit of 70 % of the rent paid for three months, without taking into account the remaining rental period, may be applied.
4. If a rental contract lasts for more than 15 months, the Lessor shall be entitled to set different prices for dismantling and removal from the price calculated today, insofar as the development of wages, fuel costs and insurance premiums in the meantime justifies this and the Lessor is not responsible for this development. The relevant package prices will therefore be invoiced for the aforementioned services at the end of the rental period at the then-prevailing market rates.
5. In the case of leasing or the purchase of containers from a rental contract, these remain the property of the Lessor until full payment of all claims arising from the business relationship by the Renter/buyer. In the meantime, the Renter shall keep the subject of the contract free from all encumbrances, including liens of third parties, and shall notify the Lessor/seller without undue delay of claims of third parties, in particular attachments, by registered letter. The Renter/buyer must provide all documents required to protect the rights of the Lessor/seller and make all necessary declarations. The Renter shall indemnify the Lessor against all costs which have arisen or will arise as a result of measures taken by third parties. The terms and conditions of sale and delivery of the Lessor shall apply in addition.

V. Final provisions

1. If the Renter is a merchant, a legal entity under public law or a special fund under public law, Bremen shall be 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 shall also apply to associated transactions in which CHS Container Handel GmbH or CHS Spezialcontainer - Shelter and Engineering GmbH are involved in addition to CHS Südcon GmbH.
2. If the Renter is a merchant, a legal entity under public law or a special fund under public law, Munich shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Südcon GmbH and the Renter.
3. Paragraphs 1 and 2 shall also apply even if the Renter does not have a general place of jurisdiction in Germany or relocates its place of residence or habitual abode abroad after conclusion of the contract or if its place of residence or habitual abode is unknown at the time the action is brought. However, we reserve the right to sue the Renter at its general place of jurisdiction.
4. Unless otherwise expressly agreed between CHS Container Handel GmbH and CHS Spezialcontainer - Shelter and Engineering GmbH and the Renter, the place of performance shall be Bremen. Unless otherwise expressly agreed between CHS Südcon GmbH and the Renter, the place of performance shall be Parsdorf.
5. The law of the Federal Republic of Germany shall apply. The law of the Federal Republic of Germany shall also be applicable for the interpretation of this contract. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
6. Should individual provisions of the contract concluded between us and the Renter be or become invalid or void, this shall not affect the validity of the remainder of the contract. The invalid or void provision shall be deemed to be replaced by such provision which comes closest to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of regulatory gaps.

Should individual clauses of the contract, and in particular of these terms and conditions, constitute standard business terms, Sections 306 para. 1 and 2 BGB shall apply in derogation.

7. No action by us, other than an express waiver, shall constitute a waiver of any right we have under the contract, these terms and conditions or the law. Any delay in exercising our rights shall not be deemed a waiver of the right concerned. A single waiver of a right shall not be deemed to be a waiver of that right on any other occasion.
8. All contracts as well as amendments or supplements thereto must be made in text form. Oral agreements shall only be effective if confirmed in text form by the CHS Container Group company concerned. This also applies to this text form clause.

(valid as of February 2021)