

General Terms and Conditions of Hire



1. Application and scope

1.1. The hire of equipment offered by Humbert Baulogistik GmbH is subject exclusively to the individually negotiated contractual agreements as well as these General Terms and Conditions of Hire. By concluding the first contract under the following terms and conditions, the Hirer recognizes the validity of those terms and conditions for the entire duration of the business relationship between the parties. This applies in particular to all follow-up transactions, including those concluded orally or over the telephone.

1.2. The Owner shall not be bound by any of the Hirer's own conditions unless the Owner expressly agrees to them.

1.3. Any supplements, deviations or other ancillary agreements shall be recorded in writing.

1.4. Pursuant to Section 310(1) of the German Civil Code (BGB), these General Terms and Conditions of Hire shall apply to companies, legal entities under public law or special funds under public law.

1.5. Unless otherwise agreed, all offers made by the Owner are subject to change.

1.6. If the Owner is also to provide assembly services for the Hirer under the hire contract, the General Terms and Conditions of Assembly shall apply to those services.

2. Start of the hire period

2.1. The hire period shall commence upon handover of the hire equipment to the Hirer or at the agreed handover time at the Owner's premises if the Hirer carries out the transport itself.

2.2. If a group of devices (e.g. a cable ramp) is hired, the functional readiness of the entire unit shall only be deemed to be the start of the hire period if the Owner is contracted with its assembly. If the Hirer orders accessories or elements that are not functional on their own but have been ordered to supplement other units, the start of the hire period shall be deemed to be the agreement in accordance with Item 2.1, regardless of their independent functionality.

2.3. If the Owner is in default with the handover of the hire equipment, the Hirer can demand compensation if it can be proven that it has incurred a loss. In the event of slight negligence on the part of the Owner, the compensation shall be limited to a maximum of the daily net hire charge for each working day. After setting an appropriate deadline, the Hirer can withdraw from the contract if the Owner is still behind schedule at that point in time.

3. Handover of the hire equipment, notification of defects and liability of the Owner

3.1. The Owner shall deliver the hire equipment in a ready-to-operate condition with the necessary documents for shipment or have it ready for collection. The Hirer must ensure that the hire equipment is loaded and unloaded promptly and properly on the construction site. The Hirer is free to inspect the hire equipment in consultation with the Owner and to report any defects before accepting the handover. The handover shall be documented (e.g. by means of a delivery note).

3.2. Complaints about obvious defects shall no longer be accepted if the Owner does not receive a written notification of defects within two working days of the transfer of risk of the hire equipment.

3.3. The Owner shall remedy any defects that are notified in good time. Instead, the Owner may authorize the Hirer, with the Hirer's consent, to have the necessary repairs carried out in the Hirer's own name or to carry them out itself. In this case, the Owner shall bear the necessary costs.

3.4. Claims for damages against the Owner, in particular compensation for damages that have not occurred to the hire equipment itself, can only be asserted by the Hirer in the event of

- intent,
- gross negligence on the part of the Owner/the agents or executive employees of the Owner,
- culpable injury to life, body, health,

- defects that were fraudulently concealed by the Owner or whose absence the Owner has guaranteed, insofar as liability exists under the Product Liability Act (ProdHaftG) for personal injury or property damage to privately used items.

In the event of culpable violation of essential contractual obligations, the Owner shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract. Otherwise, liability is excluded.

3.5. The Hirer undertakes to use only professionally trained personnel who fulfill any existing legal requirements for the use of the hire equipment. It is the responsibility of the Hirer to ensure that its specialist staff are familiar with the hire equipment and that it is handled in compliance with all safety precautions. If the Hirer and its specialist staff are not familiar with the hire equipment, the Hirer's staff can be instructed at the Owner's premises.

3.6. The Hirer shall be liable for any damage to the hire equipment, other items or persons that can be attributed to culpable behavior on the part of the Hirer or its vicarious agents.

3.7. If the hire equipment is hired together with operating personnel, the operating personnel may only be deployed to operate the hire equipment and not for other work. The Owner shall only be liable for damage caused by the operating personnel if it has not selected the operating personnel properly. Otherwise, the Hirer shall be liable.

4. Hire invoice and hire payment

4.1. The agreed hire fee assumes eight hours of use of the hire equipment per working day. In the case of weekly use, it assumes five or – depending on the agreement – seven working days and in the case of monthly use it is based on the number of days in the corresponding month and the agreed number of days of use per week (five or seven). The Owner must be notified of any use beyond this normal duration of use. An additional hire fee shall be payable for such use, the amount of which shall be 100% of the agreed hire payment for normal use of the hire equipment, unless the parties to the contract have agreed otherwise.

4.2. Subject to Item 4, the hire fee shall also be payable if the normal shift or usage time is not fully utilized or if five or seven working days a week or the number of days in the respective month are not reached.

4.3. Unless otherwise agreed, the hire fee shall be payable, without any deduction, upon presentation of a corresponding invoice within 14 days of the invoice date.

4.4. The Hirer shall only have a right of retention or a right of set-off with counterclaims of the Hirer that are undisputed by the Owner or have been upheld in a court of law.

4.5. If the Hirer reduces the invoice amount or pays a reduced invoice amount (excluding the deduction of a discount) without having reached a written agreement with the Owner in advance, the Owner reserves the right to charge a flat-rate processing fee of up to 10% of the original net invoice amount to clarify the matter.

4.6. All prices are net plus the statutory value added tax applicable on the day of invoicing.

5. Stop-work clause

5.1. If work on the site for which the hire equipment has been hired is suspended for at least six consecutive days due to circumstances for which neither the Hirer nor the Owner's client is responsible (e.g. frost, flooding, strikes, civil unrest, war, official orders), this period shall be deemed to be a stop-work period from the seventh day onwards.

5.2. At the request of the Hirer, a reduction in the hire fee can be agreed for the stop-work period.

5.3. The Hirer shall notify the Owner in writing without delay both when work is suspended and before it is resumed, and shall provide evidence of the stop-work period in the form of documents if requested.

6. Additional costs

In particular, the agreed monthly hire fee does not include any costs for loading and unloading, assembly, dismantling and transport for delivery and return, as well as operating and energy costs, provision of operating materials, official permits and personnel.

7. The Hirer's maintenance obligation

7.1. The Hirer is obliged, at its own expense, to:

- protect the hire equipment from overuse in any way, observing the statutory provisions;
- carry out the proper and professional maintenance and care of the hire equipment in accordance with the manufacturer's operating and maintenance instructions.

7.2. The Hirer shall have the necessary repair work carried out by the Owner, unless the Owner expressly agrees to a different method of remedying the damage.

7.3. The Owner is entitled to inspect the hire equipment at any time and, after prior consultation with the Hirer, to examine it itself or have it examined by an authorized agent. The Hirer is obliged to facilitate the inspection for the Owner in every way within normal working hours. The costs of the inspection shall be borne by the Owner.