

Rent Agreement for Assemblies



between

the company WILO EMU GMBH, Heimgartenstrasse 1 – 3, 95030 Hof, Germany, - hereinafter referred to as "WILO" -

and _____ - hereinafter referred to as "the Lessee" -

Customer no.: _____

1. Rented equipment

WILO shall rent the following assembly to the Lessee (hereinafter: "rented equipment"):

Type designation: _____

Machine number: _____

Fittings: _____

2. Rent term

a) The rent agreement commences on _____ and shall continue indefinitely.

b) Notwithstanding 2.a), the rent will, under all circumstances, be deemed to commence on the date of handover in the event that this date falls before the date stated under 2.a).

3. Rent charge and lump sum for reconditioning

The rent charge shall be € _____ plus the applicable sales tax for each day.

The rent charge shall be payable within seven days of an invoice being issued. It may be invoiced once a month and/or at the end of the rent term.

In the event that an assembly is given to WILO to be repaired, the rent charge will be reduced by 50% for the entire duration of the repair work.

In addition to the rent charge, WILO will charge a one-off lump sum of € _____ plus the applicable sales tax for reconditioning of the assembly (cleaning, electrical and mechanical inspection).

4. Handover and return of the rented equipment

The parties agree to the following with respect to the handover of the rented equipment (please tick as appropriate):

4.1 Handover

- The Lessee will collect the rented equipment from WILO's place of business on the date on which the rent commences (2.a). The rented equipment will be collected by 3.00 pm unless the parties agree to a different collection time in the following. Collection time: _____:_____ am/pm. The date of collection will be regarded as the first day of the rent.
- WILO will transport the rented equipment to the address of the Lessee stated in this rent agreement or to the following address using its own means of transport or by instructing a forwarding company:

The transportation costs amounting to € _____ shall be borne by the Lessee.
The date of delivery will be regarded as the first day of the rent.

4.2 Return

- The Lessee will return the rented equipment to WILO's place of business on the day on which the rent expires at his own expense. Delivery to WILO must take place on weekdays before 4.00 p.m. (Fridays before 12 noon) (delivery time) in order to be deemed effective, otherwise delivery will be deemed to have been effected on the following day.
- WILO will collect the rented equipment itself from the Lessee or from the address stated under 4.1 or arrange for it to be collected by a forwarding company. The transportation costs amounting to € _____ shall be borne by the Lessee. The Lessee shall pack the equipment assembly properly and securely for transport purposes at its own expense. It must be made available by 12 noon on the last day of the rent term unless the parties agree to a different provision time in the following. Provision time: _____:_____ am/pm.

The parties are obliged to draw up a handover protocol for delivery. In the case of delivery by a forwarding company, the delivery note shall be regarded as proof of handover/return. Obvious defects must be reported to the other party without delay.

5. Termination

This agreement may be terminated on any day after the minimum rent period of seven days in writing (including by fax to +49 9281 / 974-398) with effect from the following day (up to the time of delivery to WILO's place of business/provision time pursuant to 4.2) (end of the rent term). Return of the assembly to the Lessor after the minimum rent period shall also be regarded as termination of the rent (end of the rent term). In the event that WILO or a forwarding company instructed by WILO is not able to collect the assembly on the day on which the rent expires, the Lessee shall be obliged to store the assembly for up to seven days at no charge. In the event that no pick-up address is specified in the notice of termination, the rented equipment will be collected from the address stated under 4.1, or otherwise from the Lessee's place of business.

6. Purchase of equipment identical in construction to the assembly

- a) The Lessee shall have the option to purchase a rented assembly from the Lessor at the current market value. The parties will enter into a separate agreement concerning this. Up to 100% of the rent charges already paid will be credited to the Lessee. The credit may not exceed 80% of the current value of the assembly, however.
- b) The Lessee shall have the opportunity to purchase new equipment identical in construction to the rented assembly from the Lessor. In this case, up to 50% of the rent charges already paid may be credited to the Lessee. The credit must not exceed 80% of the replacement value of the assembly, however.
- c) WILO EMU GmbH's general terms and conditions, which can be viewed at www.wilo.de/rechtliches, shall also apply to the sale of new assemblies, insofar as the parties do not enter into other agreements in writing.

7. Miscellaneous provisions

- WILO shall not be responsible for assembling or dismantling the assembly.
- The Lessee will be charged for fittings that he or she fails to return.
- Normal wear costs are included in the rent charge.
- Once the equipment has been returned, WILO will carry out functional testing on the assembly. Should this testing reveal that the assembly or the fittings have been used improperly or damaged, the Lessee will be charged for the costs of repair.
- The assembly may only be leased to third parties with the prior written consent of the Lessor.
- For the rest, WILO EMU GmbH's general rent terms and conditions for assemblies (which can be viewed at www.wilo.de/rechtliches) shall apply.
- In the event that individual provisions of this agreement are or become invalid, or should the agreement contain any omissions or loopholes, then this shall not affect the validity of the agreement in its entirety. The ineffective term or gap in the agreement shall be replaced or closed with a term that most closely reflects the original intentions of the parties to the agreement, to the greatest extent legally possible.

| | | | |
|-------|------|-------|------|
| Place | Date | Place | Date |
|-------|------|-------|------|

Signature (WILO EMU GmbH)

Signature (Lessee)

Handover Protocol



- **Original to be returned to WILO**
- **Copy to be retained by the Lessee**

[_____] [Lessee] hereby confirms having received the following assembly:

_____ [type]

_____ [machine number]

together with the following fittings:

on _____ at _____:_____ am/pm

without visible damage/defects

with visible damage/defects of the following nature

The Lessee confirms that he will report defects or functional impairments of the assembly to WILO immediately in writing. Otherwise, the assembly shall be deemed to have been approved and shall not entitle the Lessee to a reduction of the rent charge or to withdraw from the agreement.

_____/_____/_____
Place Date Signature (Lessee)

Return Protocol



- **Original to be returned to the Lessee**
- **Copy to be retained by WILO**

WILO EMU GmbH, Heimgartenstrasse 1 – 3, 95030 Hof [Lessor] hereby confirms having received the following assembly:

_____ [type]

_____ [machine number]

together with the following fittings:

on _____ at _____:_____ am/pm

without visible damage/defects

with visible damage/defects of the following nature

The Lessee is aware that functional testing will be carried out on the assembly following its return to WILO. Should this reveal defects that were not present upon delivery, the Lessee shall be obliged to bear the costs of repair.

Place

Date

Signature (WILO EMU GmbH)

Supply Agreement for Assemblies



between

the company WILO EMU GMBH, Heimgartenstrasse 1 – 3, 95030 Hof, Germany,

and _____ - hereinafter referred to as “the Customer” -

A Object to be supplied

WILO shall supply the following assembly to the Customer:

Type designation: _____

Machine number: _____

Supply means that the Customer may rent the assembly from WILO’s place of business before 12 noon on the next working day subject to the terms of WILO EMU GmbH’s rent agreement for assemblies and WILO EMU GmbH’s general rent terms and conditions for assemblies (which can be viewed at www.wilo.de/rechtliches).

B Duration of the supply

The supply commences on _____ and shall continue indefinitely.

The supply commences on _____ and shall end on _____

C Price of the supply

The price for the supply shall amount to € _____ per day plus sales tax.

The price for the supply shall be payable within seven days of an invoice being issued. It may be invoiced once a month and/or at the end of the rent term.

D Termination

In the event of supply for an undefined period, this agreement may be terminated in writing (including by fax) after the minimum supply period of seven calendar days with one working day’s notice. Termination shall also be effected by the conclusion of a rent agreement with respect to the assembly.

E Miscellaneous provisions

For the rest, WILO EMU GmbH’s general rent terms and conditions for assemblies (which can be viewed at www.wilo.de/rechtliches) shall apply.

Place Date

Signature (WILO EMU GmbH)

Place Date

Signature (Customer)