

I. General, scope of application

1. The present supplementary General Terms and Conditions for the Rental of Laboratory Equipment shall apply in addition to the General Terms and Conditions and the supplementary General Terms and Conditions for Computer Hardware and Software of Minitüb GmbH for contracts concluded for the rental of laboratory equipment (hereinafter also referred to collectively as "equipment" or "rental object(s)").

II. Conclusion of contract

1. A rental contract for the rental objects ordered by the lessee shall only be concluded if and when the lessee has accepted the offer presented to it by us within the acceptance period stated in the offer, including these General Terms and Conditions. A delayed acceptance of our offer shall be treated as a new offer, which we reserve the right to accept subject to these terms and conditions.

2. The offer and its acceptance shall require at least text form; both can also be declared in writing.

III. Rental object, rental purpose and place of installation

1. The rental objects ordered by you shall exclusively be made available for use in your business premises at the address stated in our offer. Use in other places shall only be permitted with our prior consent which requires text form. You shall not be entitled to transfer the use of the rented objects to a third party, in particular to sublet them.

2. Equipment not mentioned in our offer shall not be part of the rental objects and shall not be leased.

IV. Delivery and shipping

1. The rental objects shall be sent by us to the address of the lessee stated in our offer. Unless otherwise agreed, we shall be entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) ourselves. The costs for the dispatch of the rental objects and the return costs after the end of the agreed rental period, which are shown separately in our offer, shall be borne by the lessee.

2. In the event of default in acceptance or other culpable breach of duties to cooperate on the part of the lessee, we shall be entitled to demand compensation for the resulting damage, including any additional expenses. We reserve the right to assert further claims.

V. Rental period, notice of termination

1. The basic term of the lease, which cannot be terminated ordinarily, shall be 12 months. The lease shall begin with the handover of the rental object to the lessee. If the lessee continues to use the rental objects after the basic term has expired, the lease shall be extended indefinitely unless one of the contracting parties declares its intention to the contrary to the other within two weeks. The period shall begin for the lessee with the continuation of the use and for us with the time at which we receive knowledge of the continuation.

2. The lease for an indefinite period can be terminated by both parties with 6 months' notice.

3. Terminations shall require text form and can be transmitted by e-mail to minitube@minitube.de. The right to extraordinary termination for good cause shall remain unaffected. In particular, but not exclusively, we shall be entitled to extraordinary termination of the rental contract concluded with you if you

- violate our rights to a significant extent by you considerably endangering the rental objects by neglecting the care incumbent upon you or by you unauthorizedly handing them over to a third party and a deadline set for you to remedy the situation has expired unsuccessfully or by us warning you unsuccessfully, or
- are in arrears with the payment of the rent or a not inconsiderable part of the rent for two consecutive dates, or
- in a period extending over more than two dates, are in default of payment of the rent in the amount of a sum equal to the rent for two months.

In the event of an infringement of our rights in accordance with a), we shall not be required to set a time limit or issue a warning before terminating the rental contract without notice if this obviously does not promise success or if immediate termination is justified for special reasons taking into account the interests of both parties.

VI. Return at the end of the rental period

The rental objects shall be returned cleaned at the end of the rental period. For this purpose, the lessee shall return the rental objects to the address stated in our offer at its own risk and expense after taking out transport insurance with sufficient coverage.

VII. Rent

The rent to be paid by the lessee for the use of the rental objects shall be determined by the number of measurements carried out by the lessee with the laboratory equipment provided to it for use. The number of measurements taken by the lessee shall be automatically recorded by the lessee's software and stored in a report to be sent to us by the lessee by e-mail within three working days of the end of the agreed billing period. The amount of the rent shall be agreed in the separate rental contract.

VIII. Changes to the rental object

1. You may not make any changes to the rental objects that exceed the contractual use without our consent, which must be in text form.

2. You shall be obliged to handle the rental objects entrusted to you carefully and considerately and to set them up and use them only in sufficiently air-conditioned and ventilated rooms which offer adequate protection from the weather, water or fire damage.

3. You shall notify us immediately of any damage to the rental objects. You shall be liable to pay compensation for damage to the rental objects if and to the extent that such damage is culpably caused by you or, in breach of your duties of care and diligence, by persons belonging to your business operations, by your subtenants or

third parties to whom you have entrusted the use of the rental object, by visitors whose appearance is attributable to you, by suppliers commissioned by you or by other third parties commissioned by you.

IX. Warranty claims of the lessee

1. The statutory provisions shall apply to your rights in the event of defects in the rental object(s) (including incorrect and short delivery), unless otherwise stipulated below.

2. The basis of our liability for defects shall above all be the agreement reached on the quality of the rental objects. Our product descriptions designated as such, which we made accessible to the lessee prior to its order or which were included in the contract in the same way as these terms and conditions, shall be deemed an agreement on the quality of the rental objects.

3. If the quality has not been agreed, the rental object shall be free of defects if its suitability for the contractual use has not been cancelled or reduced. If no usage agreement has been made and the contract does not prove to be incomplete as a result, the rental object shall be free from defects if its suitability for normal or customary use has not been cancelled or reduced.

4. You shall give us the time and opportunity necessary to remedy the defect, in particular to grant us access to the rental object complained about, as this can be used by us to examine it and examine the cause of the defect. We shall bear the expenses required for the purpose of remedying the defect, in particular transport, travel, labour and material costs. In the event of a replacement delivery of an equivalent rental object, you shall return the defective rental object to us and make it available for collection by us or a third party commissioned by us. We shall inform you of the pick-up date in advance in a reasonable time.

X. Liability

1. The strict liability of the lessor according to § 536a para. 1 BGB (German Civil Code) shall be excluded; this shall not apply to defects which we have fraudulently concealed. Otherwise, we shall be liable depending on fault in accordance with these terms and conditions.

2. The above limitation of liability shall also apply to the personal liability of our employees, vicarious agents, representatives and bodies.

3. If damage can be attributed both to our fault and to the fault of the lessee, the lessee shall allow its contributory fault to be taken into account.

Otherwise, we shall be liable in accordance with the provisions of No. VII of the General Terms and Conditions of Minitüb GmbH.

XI. Limitation

Insofar as we owe the lessee contractual damages due to or as a result of a defect, the statutory limitation periods of rental law shall apply insofar as no other limitation period has been determined in these terms and conditions or by way of an individual agreement. These limitation periods shall also apply to competing non-contractual claims for damages, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) leads to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act shall remain unaffected.

XII. Majorities of persons as lessees

1. If several natural or legal persons are lessees, they shall be jointly and severally liable for all obligations arising from the lease.

2. Declarations of intent shall always be made by or to all lessees. However, the lessees shall authorise each other to accept or make such declarations in a way that can be revoked at any time; this authorisation shall not, however, apply to the consent to a request for an increase in rent, to the issuing of notices of termination, to a request for the extension of the lease as well as to rental cancellation and change agreements.