

General Terms and Conditions of Huppenkothen GmbH

(FN 394197b LG Feldkirch)
6923 Lauterach, Bundesstraße 117, Austria

I. All legal translations

Our general terms and conditions shall apply exclusively to our sales, rental, and repair of construction machines, construction equipment, accessories and replacement parts. Our general terms and conditions are **published and can be downloaded at www.huppenkothen.com**. They are binding for the entire duration of the business relationship. Deviations are only binding if these have been accepted by us in writing.

Our offers are non-binding. Huppenkothen GmbH is entitled to rescind every contract concluded by one of their branches within 14 days without citing reasons for doing so. Prices/rents must be paid plus additional VAT and rental agreement charges. Offers and information regarding prices, rental, services and deliveries become binding when we have confirmed these in writing. These prices are based on costs at the time of publication. We are entitled to adjust prices if the order deviates from an offer or if the costs have changed at the point in time of delivery. In the absence of a written agreement, invoiced amounts are due for payment on the due date stated on the invoice. In the event of default in payment, default interest in accordance with Section 456 of the Austrian Commercial Code and operating costs in accordance with Section 458 of the Austrian Commercial Code and Section 1333 (2) of the Civil Code of Austria must be paid. Shipments remain our property until full payment (retention of title). In the event of default of payment in the case of leasing, we are entitled to collect the rented item immediately following termination of the rental relationship. Compensation claims against us are excluded unless we are responsible for gross negligence. In the event of gross negligence, our liability is limited in all cases to the level of the respective order amounts. All compensation for consequential damages and lost profit is excluded. All claims for compensation shall expire in each case six months from knowledge of the damage and the originator of the damage. We shall not be liable for used construction machines, construction equipment, accessories and replacement parts. Offsetting against counter claims is not permitted. Place of fulfilment is Lauterach. The ordinary competent court for such matters of Lauterach shall have exclusive jurisdiction. The laws of the Austrian Republic with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG)) applies exclusively.

II. Purchase orders

1. Object of purchase

The object of purchase is described in the order.

2. Prices / shipping costs

2.1 Our prices are stated in EUROS. The statutory value added tax is also invoiced at the applicable rate in each case. All charges due must be paid by the purchaser. The prices are based on costs at the time they are published. We are entitled to adjust prices if the order deviates from an offer or if the prices have changed at the point in time of delivery. In case of conclusion of contract leaving the prices open, the price on the day of supply will be invoiced.

2.2 The costs and risks of dispatching and shipping the object of purchase shall be borne by the purchaser.

3. Transfer of risk / handover

3.1 The hazard and risk associated with the object of purchase transfer in each case to the purchaser upon collection by the purchaser, upon hand over to the transport company for loading onto the rail transport in the case of transport by rail, upon hand over to the transport company in the case of delivery to the purchaser or provision of goods at a location for collection.

3.2 The purchaser must inspect the object of purchase in accordance with Section 377 of the Austrian Commercial Code (UGB) and report defects to us within 8 days. If the purchaser puts the object of purchase into operation, the object of purchase is deemed to have been supplied in accordance with a contract.

4. Retention of title / default of payment

4.1 The object of purchase shall remain our property until it has been paid for in full.

4.2 If the purchaser is in default of payment, we are entitled to declare our withdrawal from the purchase contract and to request the immediate surrender of the objective of purchase and to collect the objective purchase immediately. The collection of the object of purchase and necessary access to the property required is deemed mutually not to be interference with the quiet possession of the purchaser.

5. Warranty

5.1 If the object of purchase supplied is defective or if it is lacking any guaranteed characteristics, or if it becomes defective within the warranty period due to manufacturing or material defects, we shall supply a replacement or repair the object at our discretion with the exclusion of other warranty claims on the part of the purchaser - in particular with the exclusion of liability for consequential damages of the purchaser. Multiple repairs are permitted.

5.2 The warranty period is six months and commences upon handover in accordance with point 3.1 The purchaser must demonstrate the defectiveness of the object of purchase, the presumption of defectiveness in accordance with Section 925 of the Civil Code of Austria does not apply. All warranties and claims to compensation for used objects of purchase are excluded.

III. Rental agreements

1. Rented item

The rented item is described in the rental delivery note. The rented item is our property. The hirer is prohibited from subletting or lending.

2. Term of contract

2.1 The rental relationship commences upon collection by the rental customer or upon handover to the transport company for transport to the hirer or upon hand over to the hirer at the agreed location. The rental relationship ends upon expiry of the agreed rental period. Half days are not taken into account. Extension of the rental term can only be agreed in writing.

2.2 If the rented item is not returned in good time, the hirer is required to pay a fee for use at the level of the current rental until the rented item is returned regardless of any additional claims for damages.

3. Transfer of risk

The hirer shall bear all risks associated with the rented item from collection or handover for shipping through to return to the owner.

4. Rental

The rental plus VAT and rental contract charge applies to operation for a max. of 8 hours per working day. The rental must be paid in full even if the operating period is not utilised. Use of the rented item for an operating period of more than 8 hours per working day is only possible with the advanced written agreement of the owner and with payment of rental which has been increased accordingly.

5. Ancillary costs

The hirer shall bear the costs of rental agreement charges, costs for loading and unloading, transport costs for delivery and return, fuel, personnel costs for training and operation, maintenance, service, repair, insurance and other operating costs.

6. Handover, return

The hirer must provide the rented item in a clean condition and in good working order for collection or for shipping. The hirer must return the rented item in the same condition to the owner.

A condition report must be prepared and signed by both contracting parties prior to collection or hand over for transport or provision on site and in the case of return. Any defects must be recorded in the condition report. If a condition report is not included, the rented item shall be regarded as having been supplied or returned in accordance with the contract. If the rented item is returned in a condition which is not consistent with contractual and proper use, the rental period is extended by the time necessary for the procurement of replacement parts and repair.

7. Duties of the hirer

The hirer is required only to use the rented item within the agreed operating period (single shift operation, 8 hours per working day) in the proper manner in compliance with all obligations to exercise due care. Operating and maintenance instructions must be observed. The stipulated servicing and maintenance work must be completed on time at the expense of the hirer. The owner must be notified of any damage occurring immediately. The hirer is entitled at any time to examine or to have the rented item examined.

8. Repairs

8.1 All defects and damage to the rented item must be notified to the owner immediately and repaired according to the owner's instructions. The original spare parts required must be procured by the hirer at their own expense from the owner. If the owner determines in the course of an inspection that the service work has not been completed or only completed in part, the owner is entitled to claim damages resulting from this from the hirer.

8.2 Repairs and replacements resulting from normal wear and tear shall be charged to the owner. Malicious damage and damage due to misuse and non compliance with the maintenance and service obligations or repairs resulting from proper use must be remedied at the hirer's expense.

9. Personnel

Persons engaged for the purpose of loading and unloading or for transport of the rented item shall be regarded as vicarious agents of the hirer.

10. Contract termination

The owner is entitled to terminate the contract with immediate effect if the hirer is in arrears with the payment of the rental plus VAT and rental contract charges or if the hirer does not fulfil their contractual obligations despite reminders. In these cases the owner is entitled to collect the rented item at the hirer's expense. The collection of the rented item and the necessary access to the property required is deemed mutually not to be interference with the quiet possession of the purchaser.

11. Rental contract fees

Fees must be calculated for rental contracts. The hirer will be invoiced for the relevant statutory amount of the rental contract fee.

12. Destruction, loss, damage, insurance conditions

The hirer bears the risk and liability for the destruction, loss, damage and use of the rented item. The hirer is required to conclude insurance in accordance with our insurance conditions which are published and can be downloaded at www.huppenkothén.com prior to collection or handover. The aforementioned insurance must be maintained until return of the rented item to the owner. The hirer must pay for all damages to the rented item not covered by the insurance protection at the hirer's own expense. These insurance conditions are deemed to constitute additional contractual bases of our rental activity.

IV. Repair orders

1. Price

The prices are based on costs at the time of their publication. We are entitled to adjust prices if the order deviates from an offer or if the costs have changed at the point in time of the service delivery. In case of conclusion of contract leaving the prices open, the price on the day of service delivery will be invoiced.

2. Due date

2.1 The invoiced amounts are due for payment on the due date stated on the invoice.

2.2 We are entitled to request payments in advance and to rescind a contract in whole or in part in case of non-payment.

3. Retention of ownership

All goods supplied shall remain our property until they have been paid for in full.

4. Warranty

We shall not be liable for replacement parts.

**Huppenkothén GmbH, (FN 394197b LG Feldkirch), 6923 Lauterach, Bundesstraße 117, Austria
(valid from 01.03.2017)**

TAKEUCHI WARRANTY CONDITIONS

Slovenia, Czech Republic, Hungary, Croatia, Serbia,
Romania, Slovakia | Valid from April 2017

A. Term of validity | Price

HuppBasic 2 years | 2.000h
included in the purchase price

HuppPremium 3 years | 3.000h

B. What is covered?

HuppBasic | HuppPremium

- » Full warranty on the whole machine including Powertilt and quick-change plate, except for the uncovered parts listed in section C.
- » Electronic components and cables for up to 1.000h

C. What is not covered?

HuppBasic | HuppPremium

1. Rubber components - seals, O-rings, V-belts, rubber tracks, tires
2. Glass, buckets, teeth, bushings, pins, external hoses, cylinder interior parts, maintenance material (filters, liquids, etc.), batteries, injectors in case of multiple failure.

D. Conditions and definition

1. These conditions only apply to TB, TL, TCR, PT and SWPL machines manufactured by Takeuchi, Martin GmbH and Powertilt, which were purchased through Huppenkothen from April 2017 onwards.
2. In case of new machines, the warranty term starts on the delivery date of the machine.
3. As for used machines and rental equipment, the warranty term starts upon initial commissioning of the machine.
4. Ancillary costs, such as machine failure, penalties and transport costs are not included.
5. Warranty claims must be submitted in writing to the responsible Huppenkothen warranty department within 7 days of the occurrence. Warranty claims submitted after the warranty period expires can no longer be considered retroactively.

