



## Terms and conditions:

### 1. General

All our deliverables, services and ancillary services, consultations, information, pricing, offers and the concluded agreements are in principle and in general conforming to our general terms and conditions.

Price lists, stationery, brochures and the like are only binding for acr if expressly referenced in the contract. Product descriptions, claims or advertising by both acr or by the manufacturer of the contract goods or their components are not contractual descriptions of the nature of the delivery or performance. acr reserves the right to modify the number and size of the contract or the articles subject to availability and based on the demand to determine performance. Subletting of the contract items is permitted only with written approval by acr.

### 2. Formation of a Contract

All offers made by acr are always subject to change. Reservations do not justify or lead to any legal claim. Contracts, declarations of acceptance and all orders need to be confirmed in writing by acr in order to become legally effective. The same applies to all additions, amendments and subsidiary agreements.

### 3. Scope

acr lets to the customer the contract objects to be used for the contractually agreed purpose. The objects of the rental contract remain during the entire rental period exclusively the property of acr.

### 4. Delivery and redemption

The shipping and the return delivery as well as the loading and unloading of the contracted items, unless otherwise agreed to in writing, will strictly be uninsured and at the expense of the renter. The transfer of perils shall pass with the positioning of the contracted items on the transport vehicle and is to remain with the renter until arrival back at acr.

Upon termination of the lease, the customer is obligated to advise in writing the planned return delivery date at least 5 working days prior to this date. The contract items are to be returned in clean condition.

### 5. Commissioning and maintenance

After complete water and electrical connection has been made, as well as the filling and venting of the fluid circuits, the commissioning of the contracted items, unless otherwise agreed to in writing will be performed exclusively by acr.

### 6. Payment Terms

The rental payments are payable in advance and without any deductions. The billing cycle is monthly. In the event that the contract items are to be used outside of Germany, a security deposit to be determined by acr, in cash or a payable on first demand absolute suretyship by a major German bank, that after complete return arrival of all contracted items of the rental is redeemed. Acr is entitled to offset settle any outstanding claims of the rental. In case of any delay in payment acr still entitled to demand default interest of 8% above the base lending rate. Higher default damages can be claimed if evidence can be provided.

### 7. Obligations of tenant

The tenant shall inspect the goods immediately upon receipt and to report any conspicuous defects or damage promptly in writing to acr. Furthermore, the tenant is required to treat the contractual items with appropriate care, and the use will be in accordance with the provisions adopted by acr, operational and maintenance instructions shall be observed. The tenant has to acquire at his own expense any regulatory approvals which may be required for the use of the contracted objects. During the term of lease the tenant is required to allow acr make all necessary repairs without delay. Carrying out repairs and inspections by the tenant or by third parties is not permitted, these repairs and inspections may only be carried out by acr, or a company authorized by acr using authorized original spare parts. The tenant is required to inform acr about the location of the contracted items and to grant acr unimpeded access to them. The tenant is liable from the date of transfer of perils to the final return to acr of the contracted items, on the occasion of the return for any loss and / or damage and the related costs incurred. The redemption of the contracted items is always subject to review.

The tenant is the operator of the facilities and is obliged to clean or replace soiled condensers, water or air filters at regular intervals and to have the statutory maintenance and leak test carried out after a rental period of between 26 and 52 weeks at the latest (depending on the type of facility). Furthermore, the tenant as operator shall meet the requirements of the Water Resources Act (WHG) and the Ordinance on Installations (AwSV). The acr rental equipment may contain glycol or refrigerating machine oil, which under certain circumstances may have a water-polluting potential. In the event of a defect, the entry of these substances into the ground must be prevented by a measure taken by the customer. Acr recommends a suitable collection tray, which is available on request for rent or purchase from acr.

### 8. Additional Services

Only if expressly agreed to, does acr assume the cargo loading and unloading, setting up and alignment, assembly or disassembly and the filling and venting of contracted items.

### 9. Term and Termination

The rental period begins on the date of readiness for dispatch or from the time the contract objects are picked up, and ends at return at acr, but not before the expiry of the agreed upon rental period. The minimum rental is one week. If the tenant is in arrears with payments for more than 14 days, or he uses the contracted items under exacerbate or conditions not agreed to, acr has the right to immediately terminate the lease.

### 10. Insurance of the rental item

The shipment of the contracted items is strictly uninsured; the tenant is obliged to adequately insure the contract goods.



*11. Warranty*

We warrant that the contracted items provided by us will be shipped without material or processing defects. Should defects become apparent in parts of groups or sub-groups, under normal use and operating conditions within the lease term, they will be repaired or exchanged at no cost. This will take place only under the condition that immediate written notification to us allows for proof of defectiveness. Damage to the supplied or delivered parts caused by improper operation, external influences, frost, aggressive or contaminated water or other medium, are excluded from the warranty. The tenant is obliged to report any damage or loss of use without delay. Down time will be kept to the shortest period possible by acr but will not entitle the customer to a rental reduction.

*12. Retention and Netting*

The exercise of a right of retention or set-off against claims of acr is excluded if the counterclaim is not undisputed or legally determined.

*13. Other provisions*

These terms and conditions and the entire legal relationship between acr and the customer is under the jurisdiction of the Federal Republic of Germany. Should any of the foregoing conditions or any other contract be invalid or unenforceable, the validity of the remaining provision will remain unaffected. In place of the invalid or unenforceable provision a rule will be assumed which fulfills the intended economic goal in a legally permissible way.

*14. Jurisdiction*

For all cases of legal collection procedure, Munich is the court of competent jurisdiction as agreed. If the contractor is a fully qualified merchant, it is agreed that for all cases and all relations to him that Munich is the court of competent jurisdiction.

*15. Contact*

acr chiller rent GmbH • Otto-Perutz-Str. 8 • 81829 München  
Tel: +49(0)89 89556078-0 • Fax: +49(0)89 89556078-55  
Emergency service: +49(0)89 89556078-44 • Mail: info@ac-rent.de