

General terms and conditions (conditions of sale)

Version: 10/2018

**of MUT Advanced Heating GmbH
Fritz-Winkler-Straße 1-2 - D-07749 Jena**

§ 1 General, scope of application

1. Contracts between the MUT Advanced Heating GmbH - in the following named MUT - and the customer only come about under consideration of the following General Terms and Conditions (GTCs). These apply to following and future contracts of sale between MUT and the contract partner, special agreements are not required for this. If the contract partner has his own T&Cs these will only become part of the contract, inasmuch that they do not contradict MUT GTCs or if they have been made a content of the contract in a written form. Special agreements and collateral agreements always need MUT's written approval to become effective. If a contract is confirmed vis à vis MUT with reference to third party GTCs, our silence shall not be deemed acceptance thereof. The present GTCs apply to verbal and written contracts to the same extent.
2. With contract closure the contract partner agrees to purchase the subject matter of the contract in his own name and his own account. In the case of representation, which the contract partner must disclose, he expressly ensures, at the contract closure, to be empowered to accept the object of purchase.
3. All details on the object of purchase in marketing documents or other documentation on technical performance, operational characteristics and usability for the customer's intended purpose are only an integral part of the component after written confirmation by MUT. They are not liable for manufacturers' data.

§ 2 Offer and scope of delivery

1. The offers from MUT are always subject to change. The documentation belonging to an offer such as illustrations, drawings, information on weight and dimensions are only approximate, unless they have been explicitly described as binding. The changes are unreasonable and no longer to be accepted by the buyer if they exceed the customary magnitude. Performance and operating costs are expressed as average values. MUT reserves all proprietary rights and copyrights to cost quotations, drawings and other documents; these shall not be disclosed to third parties.
2. The purchase contract is deemed to be closed if MUT has confirmed the acceptance of the order for the purchase object in writing or if delivery has been performed. MUT will inform the purchaser without delay of any possible order rejection.
3. All agreements made between MUT and the purchaser are to be put into writing in the respective supply contract. This also applies to collateral agreements, assurances and subsequent contract amendments.

§ 3 Price and Payment

1. If there are no special agreements the prices are ex-stock at MUT or upon shipment from the manufacturing plant ex-works, excluding packaging and shipment. The prices are without VAT. If delivery is to be more than one month after contract closure, MUT is authorised, in the event of price increases from sub-suppliers or unexpected increases in wages or transport costs, to request negotiations for a revision of the price. MUT is bound to the agreed price only for the agreed delivery time - however, at least one month. For additional costs, incurred by MUT as a result of a delayed acceptance by the purchaser a refund can be requested from the customer.
2. If no other agreement exists, payment to MUT is to be made upon delivery or provision and receipt of the invoice without any deduction within 12 days (receipt of payment). The customer's rights of retention according to § 320 BGB (German Civil Code) are not affected by this. Discount commitments only apply if the customer is not in arrears on any previous deliveries.
3. MUT only accepts cases where a written agreement for discountable correctly taxed bills of exchange for account payment. Credits for bills of exchange and cheques are only granted

under the condition that the receipt minus the costs for value date on which the amount is available to MUT.

4. Offsets for any claims contested by MUT or found to be not legally binding or customer's counterclaims are not permitted. The purchaser can only exercise a right of retention inasmuch that this is based on claims resulting from the purchase contract. If a complaint is lodged, the purchaser may only withhold payments to an extent that is in an appropriate relationship to the defect that occurred.

5. Payments may only be made to employees of MUT if these possess a valid authority to collect.

§ 4 Delivery times and delay

1. Delivery times and delivery dates are only binding if they have expressly been declared as such by MUT. The delivery time begins when the contract has come about, but not before, any documentation, authorisations, approvals, that the purchaser has agreed to provide, and not before any possible deposit payment has been received.

2. Proper and timely self-deliveries are reserved.

3. The delivery is lengthened appropriately due to measures within in the scope of legal industrial disputes, especially strikes and lockout and the occurrence of unforeseen obstacles outside MUT's area of influence or that of their vicarious agents, inasmuch that it can be proved that such obstacles have an influence on the delivery of the purchased object.

4. The same applies if MUT is not supplied on time. MUT is authorised to withdraw if the manufacturer does not supply them. This, however, does not apply if MUT is the cause for non-delivery (e.g. default of payment).

5. Compliance with the delivery period takes place under the assumption that the purchaser fulfils his duties with regard to the contract.

6. If the purchaser suffers any loss because of a delay, then MUT is liable within the of the statutory provisions.

7. MUT is not liable for delays or missing shipments (impossibility) caused by the sub-supplier, unless the fault is in the supplier selection or the monitoring. Paragraph 1 does not apply if the relationship between MUT and the purchaser is based on the Contract Law for Work and Labour.

8. In addition to the statutory limit in § 286 Par. 3 BGB and the admonition of the purchaser, deviating from this, MUT can also put the purchaser in default according to a payment target defined according to the calendar in the sense of the § 286 par. 2 BGB.

§ 5 Risk transfer and transport

1. Shipping route and means are selected by MUT unless otherwise agreed upon. The goods will be insured at the purchaser's risk and charged to the purchaser.

2. If the purchaser is, in the sense of §14 BGB, a legal entity of public law or of special fund under public law, the risk is transferred to the purchaser when the goods are handed over to the transport company or the freight carrier, however, at the latest, after leaving the warehouse or in the case of direct shipment ex-works. This also applies in the case partial shipments or if MUT has taken over other services.

3. If the shipment is delayed due to circumstances for which the purchaser is responsible, the risk is transferred to the purchaser on the day on which the handover was offered. However, MUT is obliged to ensure the insurance that extends this at the wish of the purchaser and at the purchaser's costs.

4. Delivered objects are, even if they have minor defects, to be accepted by the purchaser irrespective of the rights in section VII (complaints and liability for defects).

5. Partial deliveries are permitted insofar as they are reasonable to the buyer.

§ 6 Retention of title

1. MUT retains the right of ownership until all accounts resulting from the business relationship with the purchaser have been completely paid.

2. The purchaser is obliged to treat the purchase object with care, secure it against intervention by third parties and - if this agreed in writing, an extended payment period was granted or if it

was a hire purchase - to ensure against fire, theft and water damage to the original value and, upon request to prove this; otherwise MUT is authorised to insure it themselves at the purchaser's cost. The purchaser commits to relinquish any claims for compensation in favour of MUT.

3. The purchaser may not pledge the purchase object without MUT's agreement nor transfer the object as collateral security. The purchaser is obliged to inform MUT immediately in writing in the event of seizures or other action by third parties, so that MUT can file a suit according to § 771 ZPO. Inasmuch that the third party is not in a position to compensate MUT the extrajudicial costs for the filing of a law suit according to § 771 ZPO, the purchaser is to compensate the costs.

4. The purchaser, who is not a user, is authorised to sell the goods in a correct transaction. He does, however, now assign to MUT all claims to the final invoice amount (including VAT) resulting from the sale vis à vis his buyer or a third party, and this independent of whether or not the objects purchased were resold without or after processing. Even after transfer, the customer remains authorised to collect the receivables. MUT's right to collect the claims himself shall remain unaffected, however, MUT commits himself to not collect such claims as long as long as the buyer duly meets his payment obligations. Otherwise, MUT may demand disclosure of assigned payments and their debtors including disclosure of all data necessary for collection as well as assignment of all corresponding documentation and notification to the debtors concerning the assignment.

5. If a motor vehicle registration certificate has been issued for the sales object, MUT owns sole right thereof for the duration of the retention of title.

6. If the customer acts contrary to the provisions of the contract, in particular if he defaults on payment, MUT shall - after reminder and appropriate warning - be entitled to take back the goods and to oblige the customer to surrender them.

7. All costs for the repossession and recovery of the purchase object shall be borne by the purchaser. The recovery costs shall be 10% of the realisation proceeds including VAT, without proof. They are to be set higher or lower if MUT demonstrates higher costs or the purchaser lower costs. The proceeds shall be credited to the buyer after deduction of costs and other claims of MUT that are related to the contract.

§ 7 Complaints and liability for defects

MUT is liable for defects as follows:

1. The buyer shall be obligated to examine the received goods for quantity, condition, and assured characteristics, immediately after the goods are delivered. He must give notification of obvious defects without delay. Should the purchase agreement be deemed a commercial transaction, in such event §377 German Commercial Code (HGB) shall apply with the proviso that MUT is to be notified of the defects recognised in writing within the following 14 day period.

2. All parts affected are to be remedied or replaced according to the reasonable discretion of MUT, due to circumstances occurring before the risk was passed - and in particular due to design deficiencies, poor materials or deficient workmanship - are shown to be unusable or the usability is significantly compromised. In the event of a consumer transaction the right to choose the type of compensation shall lie with the purchaser, unless it is only possible for MUT with a disproportionate effort that would not have been the case with another solution, as long as this does not inconvenience the buyer. Replaced parts become the property of MUT. In the event of replacement of the entire object of purchase in the course of subsequent fulfilment, MUT shall have a claim against the buyer for unrestricted loss-of-use indemnification. The loss-of-use indemnification shall correspond at least to the rent customary in the market to be paid for the period of use.

3. The buyer's entitlement to assert claims arising from defects shall expire in all cases 12 months after the transfer of risk, for a consumer transaction in 24 months. The users' damage claims for used goods expire 12 months after the transfer of risk. In all other cases the buyer only has a right to defect claims if this was agreed to with MUT in writing.

4. No warranty is provided for damages that arise for the following reasons: unsuitable or improper use, incorrect installation respectively commissioning by the buyer or a third party, neglected maintenance work, if these are normal and/or recommended by the manufacturer,

normal wear and tear - especially of wear and tear parts - incorrect or negligent handling, unsuitable tools, substitute materials, deficient building work, unsuitable building site, chemical, electronic or electrical influences, inasmuch that these are not attributable to fault on the part of MUT.

5. In the event of defect rectification, the buyer shall be obligated to specify an appropriate period to MUT for the necessary tasks. Only in urgent cases where there is a risk to operational safety and to avert disproportionate further damage, whereby MUT must be informed immediately, or if MUT is behind schedule with the rectification of a defect does the buyer have the right to have the defect remedied by third parties and demand reimbursement of the necessary costs from MUT.

6. For replacement parts and rework measures the defect claims expire after 12 months. The liability period for defects in goods supplied shall be extended by the time for which operation was suspended due to the repair work.

7. As a result of improper changes, or changes or repairs made without MUT's permission by the buyer or a third party the liability for the resulting consequences will be nullified.

8. If a rectification of the defect by MUT fails despite several attempts, or the delivery of a replacement fails the purchaser is entitled to demand a reduction of the purchase price or to withdraw from the contract. For the rectification MUT are, under consideration of the burden for the buyer and the complexity of the defect, to given two opportunities for the rectification within a reasonable time-frame.

9. For claims for damages § 8 applies.

§ 8 Limitation of liability/ Compensation for damages

1. MUT's liability is based on the statutory regulations. It is - regardless of which legal ground - excluded, if a major breach of contract does not exist that was neither intentionally nor negligently committed. This does not apply if the injury to life, body or health, or if a personal liability insurance in favour of MUT exists. In this case MUT assigns its claims vis à vis the insurance to the buyer.

2. The claims that the buyer asserts against MUT shall be subject to a limitation period in accordance with statutory regulations. If the purchaser is, in the sense of § 14 BGB, a legal entity of public law or a special assets fund under public law a preclusive period of six months, however exists, if MUT has rejected a claim of the buyer as unsubstantiated, in writing.

§ 9 Place of delivery, jurisdiction and applicable law

1. The exclusive place of jurisdiction and the place of performance for deliveries and payments as well as for all disputes resulting between the parties is MUT's registered head office, regardless of MUT's right to file a suit at any other place of jurisdiction.

2. The relationships between the contractual parties are governed exclusively by the law of the Federal Republic of Germany.

§ 10 Severability clause

The invalidity of any part of these terms and conditions does not affect the validity of the remaining terms and conditions. Instead of the invalid provision, another one which most closely approximates the meaning and spirit, in particular the commercial aim of the original provision shall apply.

General terms and conditions (conditions of rental)

§ 1 General, scope of application

1. Contracts between the MUT Advanced Heating GmbH - in the following named MUT - and the lessee only come about under consideration of the following General Terms and Conditions (GTCs). These apply to following and future leasing contracts between MUT and the lessee, special agreements are not required for this. If the lessee has his own T&Cs these will only become part of the contract, inasmuch that they do not contradict MUT GTCs or if they have been made a content of the contract in a written form. Special agreements and collateral agreements always need MUT's written approval to become

effective. If a contract is confirmed vis à vis MUT with reference to third party GTCs, our silence shall not be deemed acceptance thereof. The present GTCs apply to verbal and written leasing contracts to the same extent.

2. With the closure of the contract the lessee commits to lease the rental object in his own name and on his account. In the case of representation, that the lessee must declare, he ensures expressly that he is authorised to close the rental contract and to accept the rental object.

3. All details on the rental object in marketing documents or other documentation on technical performance, operational characteristics and usability for the customer's intended purpose are only an integral part of the component after written confirmation by MUT. MUT is not liable for the correctness of the manufacturers' data.

4. MUT expressly reserves the right to lease an object other than the offered rental object, under the condition that the other rental object is equally suited for the use as defined in the rental contract.

5. Lessees without a customer account must present a valid ID with details of the registered place of residence when collecting the leased appliance. MUT reserves the right, prior to renting, or during the rental contract period, to charge a security deposit to an amount that will be specified by MUT. The security deposit will be set off against the final invoice.

§ 2 Commencement of the contract, end of the contract, return of the rental object

1. Unless another date is agreed upon, the lease begins with the sign-off of the rental contract, at the latest when the rental object is handed over.

2. The rental contract ends either at the end of the last day of an agreed upon time period via a regular termination upon a notice of 2 weeks or by the complete return of the rental object, including any accessories.

3. Both contract parties have the right to terminate the contract without notice for important reasons, if the other contract party commits such a serious breach of its contractual obligations that the continuation of the lease relationship is unreasonable. For the lessor this is in particular the case if the lessee is more than 7 days in arrears with his payments, enforcement measures against the lessee are being taken or if the lessee, in the sense of the insolvency code is insolvent, unable to pay or heavily indebted or if the lessee, despite warnings by the lessor, uses the rental object in a technically damaging manner or in any other manner contradictory to the contract, or if the lessor leaves the rental object to a third party without permission, or brings the rental object to another location not agreed upon, or if a violation of the contract of similar severity exists.

4. During the rental period, i.e. from taking over until the correct and complete return of the rental object on MUT's premises, or at the agreed upon collection by MUT, the lessor is liable for deterioration or loss of the rental object.

5. If MUT collects the rental equipment, within the scope of a written agreement, at the lessors, the inspection of completeness and for defects can take place on MUT's business premises. If, despite a notice of collection from MUT, the lessor or an authorised person is not on-site, it is agreed that the burden of proof with respect to freedom from defects and completeness of the rental object upon return will shift to the lessor.

6. The taking back of all rental objects is done subject to a technical inspection. MUT is authorised to subsequently charge for the rectification if any damage.

§ 3 Handing over the rental object, transfer of risk

1. MUT commits to hand over the rental object free of defects and ready for operation. The lessor is obliged to inspect the rental object for defects and operational readiness when taking it over. If the lessee accepts the rental object without complaints he acknowledges the rental object as being defect free and ready for operation. The lessee is obliged to have equipment with electric motors connected by a qualified specialist.

2. With his signature on the rental contract the lessee confirms the receipt of the necessary equipment documentation (operating manual etc.) inasmuch that such was provided for the devices to be leased by the respective manufacturers.

3. When the rental object is handed over, all risks are transferred to the lessee, including the risk of accidental destruction, loss, theft, deterioration, damage or premature wear. In the event

of theft or damage by a third party or other offences the lessee is obliged to inform the local police station responsible and to secure the necessary evidence, and to immediately inform the lessor. Furthermore, the lessee commits to protect the rental object against theft, damage by third parties or incorrect use, especially not to leave the rental object unattended on public roads, respectively to lock away the rental object on closed or guarded premises at night or over the weekend.

4. If the previous lessee does not return the rental object on time and the handing over of the rental object by MUT to the lessee is delayed, the lessee is exempted from rental payments for the period of delay. A claim for compensation by the lessee against MUT is, however, precluded, if MUT does not have a claim for compensation vis à vis the previous lessee.

§ 4 Obligations of the lessee

1. The lessee commits only to use the rental object at the contractually agreed site of use within the scope of the operational limits of the rental object and to have it operated exclusively by qualified personnel. The maintenance of the equipment is performed exclusively by MUT.

2. The lessee is obliged only to use technically suitable and approved operating material, this also applies to the compliance with the ban of use of heating oil in diesel engines. Operating and maintenance manuals are to be complied with in all respects by the lessee and those persons commissioned by him. An overloading of the rental object is to be avoided. Any prescribed protective clothing is to be used. Misuse is done at the lessee's own risk. Furthermore the lessee is obliged to observe the accident prevention regulations of the respective employers' liability insurance association.

3. Because the lessor is authorised to visit the rental object at all times and to perform a technical inspection, or have a technical inspection performed, the lessee is obliged to keep MUT constantly informed of the whereabouts and the location of the rental object.

4. The lessee is obliged to have all repair and maintenance work and inspections performed by MUT or by a specialist company commissioned by MUT. Inasmuch that the lessee neglects to do this, he is liable for all damage caused by the omission or incorrect performance of repairs, inspection or maintenance.

5. The lessee is obliged to use the rental object correctly and as prescribed, among other things to check the oil levels daily, to have the rental object maintained, protect against weather and to return it in a clean condition. If the lessee neglects to do this, he will bear the costs for cleaning and maintenance. Damaged or lost parts are replaced by new parts and the lessee must refund the new-price. Moving the rental object to a new site of use may only be done with the explicit written approval of MUT. A subletting or granting of permission of use to third parties, if the third party is not employed by the lessee's company, is prohibited and requires the written approval from MUT.

7. If third parties pledge, seize or take possession of the rental object in any other manner, or take unauthorised possession of the rental object or asserts these rights, the lessee is obliged to immediately inform the lessor in writing, after 3 days at the latest, and to refer to the enforcement of the rights of the third party, and to communicate all details of the information. The lessee is obliged to compensate MUT all cost for the recovery and, upon request from MUT, to pay appropriate advances for the legal costs.

8. The lessor will take out a machine breakage insurance for drilling equipment. The costs for this will be borne by the lessee over the rental period. The costs and the deductibles can be found in the corresponding offers. The lessor reserves the right to adjust the existing insurances at any time, which can result in an increase in the deductibles per claim. The lessee can request details during the contract sign off, otherwise the existing deductibles are deemed to have been approved by the lessee and will be borne by him in the event of a claim. The lessee is free to take out any other further insurance at his own costs. In this case the lessee assigns all present and future claims, from the insurance closed by him, in favour of MUT which accepts this assignment. If the insurance conditions exclude an assignment of the claims, the lessee irrevocably empowers MUT for the assertion and collection of the claims from the respective insurer.

9. The lessee bears the costs of all process materials. Existing process material will noted during handover and remaining process materials during return and charged or refunded

accordingly. Upon return the fuel consumption and cleaning (if necessary) will be charged at cost.

10. The lessee is solely responsible for securing the loads and the compliance with the total permissible laden weights for vehicles used during the rental contract, especially trailer loads.

11. The suitability of the leased machines for the intended use is neither assessed by MUT nor is any guarantee given. Advice is non-binding and does not justify any compensation for damages.

12. With his signature the lessee confirms that he is in possession of a liability insurance.

§ 5 Return of the rental object/ liability of the lessee

1. The lessee is obliged to return the rental object including any accessories, free of defects and cleaned, on time at the end of the rental contract. Upon return of the rental object by the lessee an immediate mutual inspection of the rental object is performed on the premises of MUT by both contract parties, if this is desired by the lessee. The lessor has the right to claim compensation within 14 days if both parties have not performed the inspection together and the complete flawlessness was not determined.

2. If defects are found during the inspection both parties have to document this in a return record. If no agreement can be reached concerning the level, extent, scope and cause of the defect, each party can demand the inspection of the rental object by an expert to be nominated by the local chamber of commerce responsible for MUT. The costs for the expert will be borne by the contract parties according to the ratio of their prevailing or losing.

3. If a large number of rental objects are being returned, the taking back is done by MUT conditionally depending on the results of a subsequent inspection. This also applies if MUT collects the objects from the lessee. If different entries with respect to flawlessness and completeness exist, the lessee bears the burden of proof for the flawlessness and the complete return of the material.

4. If MUT has terminated the contract for important reasons, or if the lessee is behind schedule with the return of the rental object, including the accessories, MUT is authorised to take possession of the rental object without the lessee's agreement. The lessee is obliged to grant MUT access to the location where the rental object is situated and to tolerate the seizure.

5. If upon return defects, dirt or any damage or maintenance requirements are detected on the rental object, the lessee is obliged to bear the costs for the removal or rectification. If defects, damage or need of maintenance is determined at a later date MUT is obliged to immediately inform the lessee of this. Upon the lessee's request a re-inspection must be performed. Inasmuch that the notification is given within 14 days, the lessee is obliged to produce evidence of the flawlessness and completeness of the rental object and the accessories. MUT shall have the right to claim defects even after the 14 day time limit has expired. In this case it must be demonstrated, vis à vis the lessee, that the lessee is responsible for the flaws, damage or maintenance work, respectively that these occurred during the rental period.

6. Inasmuch that the rental object not otherwise be hired out as a result of damage, maintenance work or missing return with all accessories or other circumstances for which the lessee is responsible, the lessee must pay a usage compensation to the amount of the corresponding daily rental rate. If, as a result, MUT loses a rental opportunity elsewhere, then the lessee is obliged to compensate the resulting loss. If the return of the rental object is incomplete, MUT has the right, at their discretion, to provide any available rental accessories or other missing parts on a rental base, and against an additional compensation, to enable a lease elsewhere.

7. If it is not possible for the lessee to return the rental object and if he is responsible for this situation, or were defects or damage or repair costs of more than 60% of the present value detected, then the lessee is obliged to pay compensation to the amount of the value as new for a defect free and fully operational rental object. Irrespective of this, MUT has the right to claim additional damages.

8. By signing the rental contract the lessee hereby assigns to the amount of all current and future claims of MUT and future claims and service claim vis à vis his insurance - if the insurance conditions permit this - and all present and future claims against his customer with

respect to those lessee's services, for the fulfilment of which the rental object is used. MUT accepts the assignment.

§ 6 Rental rates / rental price list / payment terms

1. All prices in the rental price list are net prices plus the respectively valid value added tax, currently 19%, without the costs for any transport from the lessor's premises and without any operational materials and from MUT's warehouse. The deployment of MUT personnel is also not included in the prices.
2. Unless otherwise stated in a deviating written agreement, the total rental price is calculated from the corresponding daily rental rate in the rental price list multiplied by rental duration in calendar days. Thereby the days, from which a binding reservation was made, are also counted as part of the rental duration, irrespective of whether the lessee uses the equipment or if the start of use is postponed. The days for handover and return are also each counted as rental days.
3. The rental prices for machines are based on a daily rate of 8 operational hours. If exceeded every operational hour commenced will be charged as 1/8 of the daily rate.
4. Any HGV toll incurred will be charged at cost at € 0.30 per kilometre driven on the autobahn.
5. The settlement of the rental charges and other claims from MUT is done upon return of the rental object plus applicable statutory VAT, at the respective rate. The rental charges are to be paid in cash after receipt of the invoice and without any deductions. If MUT agrees, cheques, credit card or bills of exchange shall only be accepted as a conditional payment.
6. MUT is entitled to submit interim invoices. These are, just as for the final statement, to be paid upon receipt without any deductions.
7. If the lessee is in arrears, MUT is authorised to demand interest at the statutory rate (for private persons, 5 percentage points above the basic interest rate; for companies, 8 percentage points above the basic interest rate)
8. Reminder costs are to be compensated by the lessee at €10.00 for the first reminder and €15.00 for every additional reminder.
9. The lessee's payments are offset in line with § 367 BGB, i.e. initially on any expenses and third party costs for MUT, then on interest and finally on the rental payments.

§ 7 Liability of the lessor

1. Claims for damages by the lessee because of culpability on the part of MUT during the contract negotiations, positive breaches of contract, unlawful acts and not foreseeable damages are excluded, inasmuch that they were not caused due to gross negligence or intent by MUT or its agents and inasmuch that MUT cannot exculpate itself in accordance with § 831 BGB. MUT is not liable for use contrary to the contract and its consequences.
2. MUT's liability is categorically limited to the respective direct damage, typical for the contract and foreseeable.
3. Inasmuch that there is a remaining liability for MUT above and beyond items 1. and 2. this is only liable for damages, if the damage is covered by its legal liability insurance or within the scope general insurance conditions approved by the insurance supervisory authority at standard costs, not for premiums reserved for exceptional events and premium surcharges with an insurer licensed for inland business that could have covered it and if there is no case, or will be no case of the insurer being released from his obligations.

§ 8 Non-assignment

1. The lessor's rights to assign claims from this contract to third parties or authorise third parties for the collection of accounts receivable or the enforcement of claims from this contract are excluded.

§ 9 Right of retention

If circumstances become known to MUT that justify serious concerns that the lessor's financial situation has significantly deteriorated or that the lessor was, at conclusion of contract, not sufficiently solvent and that, as a result, the rental payments or that of any other claims from the

rental contract are jeopardised, MUT is authorised to deny its services until a return service is affected or the corresponding security has been paid.

§ 10 Place of jurisdiction, applicable law

This contract is subject to the law of the Federal Republic of Germany. For companies the place of performance and jurisdiction is MUT's registered head office, regardless of MUT's right to file a suit at any other place of jurisdiction.

§ 11 Severability clause

The invalidity of any part of these terms and conditions does not affect the validity of the remaining terms and conditions. Instead of the invalid provision, another one which most closely approximates the meaning and spirit, in particular the commercial aim of the original provision shall apply.