



A 5302 Henndorf, Hankham 30  
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## Terms of rental

for drilling machines, mixing and injection plants

Lessor: IMB-Spirk Ges.m.b.H.

Hankham 30  
5302 Henndorf

Renter:

Henndorf, on

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IMB-Spirk Ges.m.b.H. Hankham 30 5302 Henndorf

Bankverbindung: Raiba Perwang BLZ 34290 Kto. Nr. 06.316.806 IBAN AT763429000006316806 BIC RZOOAT2L290

Volksbank Henndorf BLZ 45010 Kto. Nr. 00072102932 IBAN AT114501000072102932 BIC VBOEATWWSAL

Klagbar beim sachlich und örtlich zuständigen Gericht für Henndorf a. W. UID ATU 52760301 FN214613 h

Es gelten ausschließlich unsere AGB's siehe [www.imb-spirk.at](http://www.imb-spirk.at)

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**Article 1 Rented Object**

Device according to delivery note and written order.

**Article 2 Delivery time and delivery requirements**

The device is ready for pick up from the written confirmed appointment.

**Article 3 Transport and Insurance**

The transport and the removal of the device ex works Henndorf to the job site and from the job site to Henndorf will be organised and paid by the renter.

From that point on the renter bears all risks and dangers.

A machine failure insurance will be completed for the device. The costs for the machine failure insurance are not included in the rental price.

**Article 4 Rental duration**

minimum rental duration	by written agreement
maximum rental duration	12 Months
Rental start	from pick up at the workshop in Henndorf
Rental end	after arrival and unloading of the device in our workshop in Henndorf

**Article 5 Payment**

The monthly rent is equal to our current pricelist.

One-time outsourcing expenses and storage costs at a rental duration of under a month will be charged according to the current price list, excluding insurance and tax.

The monthly rent applies for a normal working time of 180 operating hours a month.

For every extra hour is a 1/180 of the monthly rent to pay.

The monthly rent is to pay in advance and free of charges for us.

The bank details are listed at the end of the page.

## Article 6 General rental conditions

### Ownership:

The drilling machine is the property of the lessor during the whole rental period.  
The drilling machine is available for the renter for the whole rental duration.

### Obligation of the rental payments:

If the renter doesn't pay the rental invoice to the lessor, the lessor has the right to take the device back on the renters expense.

### Location:

The renter is obligated to give a written notice to the lessor, if the location changes.

### Obligation:

With the pick up of the device the responsibility goes over to the renter.  
The renter is obligated to give notice to the lessor if there are problems or defects on the device.

The renter is obligated to carry out the maintenance how it is described in the instruction manual ( for example Oil- and filter change).  
If there are disturbance or problems which can be solved by change smaler spare parts the client has to fix this by himself.

After the transport back to Henndorf the device will be inspected. If there are damages that occurred through false or improper usage, neglected or missed repairs, the renter is obliged to bear the costs.

The wear which occurs through normal usage, won't be charged to the renter after the end of the rental period.

### Subletting of the device:

Subletting of the device without approval of the lessor is forbidden.

### Place of jurisdiction:

Actionable on the objectively and locally responsible judgment for Henndorf a.W.

End of the rental period:

The renter has 7 days before the rental period ends to announce when the transport back to Henndorf will occur.

The lessor will inspect the device on the job site or at his storage location in Henndorf.

The condition of the device will be protocolled. The renter will be charged for forcible damage or changing of wear spare parts.

Interruption and not continuation of the rent:

A interruption and not-continuation of the agreed rental duration is not possible.

**Article 7 Technical description:**

The renter gets a operating- and maintenance manual in german language.

**Article 8 Enrollment:**

The operating staff is used to work with the devices. If the renter want it is possible to teach the operating staff. This cost will be charged to the renter.

**Article 9 On-site support:**

The device will be put into operation by the renter. Upon request chargeable staff can be put into action.

**Article 10 Guarantee and service**

The lessor gives a guarantee for the device for 12 months. The guarantee includes repairs and replacements of those parts, which occurred through material- and production errors.

The lessor will be charged for transport and installation costs.

Maintenance costs through normal wear will be taken over by the lessor.

Rent interruptions as a result of equipment damage follows 48 h after occurrence and written notification of the damage. Costs as a result of Equipment downtime will not be taken over by the lessor.

Apart from the maintenance costs is the regular service according to the manual and the wear parts, the renter will be charged with those.

Compensation claims due to of the rental object coming damage, can not be charged to the lessor.

**Article 11 System**

Description and configuration of the device at the extradition.