

RENTAL AND SERVICE TERMS of United Rentals GmbH, Germany¹

The conditions below apply to your rental of Equipment from United Rentals or to the provision of Services by United Rentals (each as defined below).

DAMAGE WAIVER FOR ANY RENTAL OF NON-ROAD-APPROVED EQUIPMENT: DAMAGE WAIVER IS NOT INSURANCE. By accepting the "**Damage Waiver**" (as defined in the Agreement) (instead of presenting proof of property insurance in accordance with Section 19 of these Rental and Service Terms), Customer agrees to pay a fee corresponding to 10% of the rental cost of the Equipment that Customer wishes to cover by the Damage Waiver. In return, United Rentals agrees to waive certain remedies for accidental damage or theft of the covered Equipment occurring during normal and prudent use. Customer remains liable for all other damages as provided in the Agreement.

NOTE FOR THE RENTAL OF A VEHICLE (as defined below): THE AGREEMENT OFFERS, FOR AN ADDITIONAL FEE, A WAIVER OF RECOURSE ("**DAMAGE WAIVER**") AIMED AT LIMITING CUSTOMER'S LIABILITY IN THE EVENT OF DAMAGE TO, OR THEFT OF, THE VEHICLE. BEFORE DECIDING TO TAKE OUT THE DAMAGE WAIVER, CUSTOMER MAY WISH TO CHECK IF CUSTOMER IS COVERED BY THEIR OWN INSURANCE. SUBSCRIPTION TO THIS DAMAGE WAIVER IS NOT MANDATORY AND CUSTOMER MAY WAIVE OR REFUSE IT.

For more information on the terms and conditions governing the Damage Waiver, please see the Rental Protection Plan Addendum to Rental and Service Terms.

Last update: 1 August 2025

1. DEFINITIONS

"Consequential Damages" includes, but is not limited to, loss of profit, loss of margin, loss of business, increased overhead, financial loss, business interruption, damage to reputation and damage to third-party property and/or third-party claims.

"Tinted Fuel" means fuel for use at reduced tax rates marked by coloring pursuant to Section 3 para. 2 of the German Mineral Oil Tax Law (*Mineralölsteuergesetz*) and any equivalent fuel under other jurisdictions.

"Customer" means the person or entity identified as such in the Agreement, including any representative, agent, officer or employee thereof.

"Agreement" means the agreement between Customer and United Rentals for the rental of Equipment and/or the provision of services by United Rentals, whether such agreement is entered into in person at the Rental Site, online or upon delivery of the Equipment, normally made by signing the Reservation Form, together with any associated rental and service contract, including these Rental and Service Terms incorporated by reference therein. A copy of these Rental and Service Terms has been provided to Customer.

"Material" means any material, substance or waste.

"Vehicle" means a motor vehicle or EV (as defined below) or Passenger Vehicle (as defined below) identified as the rental item(s) in a Agreement, reservation detail, or similar document; **"EV"** means a battery-

¹ This is a convenience translation of the prevailing German version.

powered motor vehicle with a non-combustion engine that is identified as an EV or electric vehicle rental item(s) in a Agreement, reservation detail, or similar document; **"Passenger Vehicle"** means pickup trucks, passenger vans, cargo vans, SUVs and automobiles with a manufacturer's gross vehicle weight under 5 t.; and **"Vehicles"** collectively refers to each such Vehicle. For avoidance of doubt, a Vehicle is Equipment, but where these Rental Terms and Conditions pertain specifically to Vehicles, those special terms control.

"Equipment" means all goods, materials and equipment and tangible items identified as rental equipment according to the Reservation Form, including all accessories, attachments and other similar items supplied to Customer, together with all associated spare parts, repairs, additions, attachments and accessories (e.g., pipes, filter bags, strainers, air hoses, electrical cords, blades, welding cables, liquid fuel tanks and injectors), as well as tanks, pumps, filtration, generators and battery packs, lighting, compressors, tools and machinery, welding and cutting equipment, lifting and hoisting, storage and accommodation, transport, and safety gear.

"Rental Period" means the period between **"Leaving Rental"** and **"Scheduled Return"** as set forth in the Agreement, unless the Rental Period ends earlier as set forth in Sections 18, 19 and 27 below or Customer returns the Equipment earlier.

"Normal Business Hours" means Monday to Friday between 8:00 a.m. and 5:00 p.m. in the Country of Regulation.

"Category A Regulated Material" includes any high-risk material falling into one of the following categories: (i) radioactive, (ii) infectious, or (iii) acutely toxic (as defined, listed or regulated by any Regulations).

"Category B Regulated Material" includes any medium risk material falling into one of the following categories: (i) hazardous to health, (ii) corrosive (as defined, listed or regulated by any regulation), or (iii) a waste stream containing a volume of 5% or more of any material falling into categories (i) or (ii) of this definition of Category B Regulated Material.

"Regulated Material" means any material that is either Category A Regulated Material or Category B Regulated Material and **"Non-Regulated Material"** means any material that is neither of both.

"Regulation" means any law, regulation, decision or order of a governmental authority and any technical standard generally accepted in the relevant industry, including, but not limited to, any ISO, EN or DIN standards, as in force and in application in the Country of Regulation.

"Country of Regulation" means the country of United Rentals' offices as set forth in the Agreement and any country where the Equipment is or will be located during the time it is in Customer's possession or is to be returned to United Rentals under the Agreement.

"Reservation Form" means the information regarding the Equipment, rental period, delivery, payment and other information contained in the order confirmation/summary screen or Agreement, as applicable.

"Specialized Media" means specialized filtration materials purchased in connection with the rental of Equipment used for Fluid Solutions Services, such as sand, gravel, carbon or other materials used for the removal of certain contamination or other materials, as specified in the Agreement.

"Taxes" collectively means VAT, sales tax, goods and services tax or other taxes, levies and assessments, property tax or other taxes, fees and assessments required to be collected by United Rentals from Customer at any time on, or in connection with, the Equipment and/or the Agreement.

"United Rentals" or **"United"** refers to United Rentals GmbH, Dorsten, Germany. If the Agreement specifies another company of the United Rentals group as the lessor or service provider, such entity shall be deemed to be referred to by "United Rentals" or "United".

"Tanks" means the Equipment designated as a rental item under Fluid Solutions Services in which Customer stores materials.

"Rental Site" means the United Rentals address set forth in the Agreement.

"Services" means the services, activities and work performed by United Rentals for Customer under the Agreement, including, but not limited to, Fluid Solutions Services, Power and HVAC Services, Scaffolding Services, Tool Solutions Services, Portable Sanitation Solutions and Trenching Services (each as defined in Section 21 below).

2. ABILITY TO SIGN AND CONCLUDE CONTRACTS.

Any person signing the Agreement represents and warrants that he/she is of legal age and has the authority and power to sign on behalf of Customer.

3. COMPENSATION / EXEMPTION

CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS UNITED RENTALS, AND EACH OF ITS RESPECTIVE DIRECTORS, AGENTS, EMPLOYEES OR SERVANTS, AND ITS SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES OR COSTS ARISING OUT OF OR RELATED TO (A) THE INSTALLATION, OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT, OR (B) ERRORS, OMISSIONS OR INACCURACIES IN DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER, OR OBTAINED FROM OTHERS, UPON WHICH UNITED RENTALS RELIES TO PROVIDE THE EQUIPMENT OR SERVICES. THIS RELEASE PROVISION ALSO APPLIES TO ALL CLAIMS ASSERTED AGAINST UNITED RENTALS ON THE BASIS OF STRICT/NO-FAULT LIABILITY OR PRODUCT LIABILITY. CUSTOMER SHALL NOT, HOWEVER, BE LIABLE TO INDEMNIFY UNITED RENTALS FOR THAT PORTION OF ANY LOSS, DAMAGE OR LIABILITY WHICH IS CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENCE OF UNITED RENTALS. TO THE EXTENT THAT THE FOREGOING IS CONTRARY TO MANDATORY PROVISIONS OF APPLICABLE LAW, IT SHALL BE APPLIED SO AS TO OBTAIN THE MAXIMUM EFFECT PERMITTED BY APPLICABLE LAW. THE OBLIGATION TO INDEMNIFY SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

4. EQUIPMENT INSPECTION

Customer shall inspect the Equipment prior to taking possession thereof as to whether it is in good working and repair condition and suitable for Customer's needs. Customer shall in particular without limitation inspect the fuel tank of Vehicles registered and licensed, or to be registered and licensed, for use on a public road prior to taking possession, in particular without limitation as to whether such fuel tank contains Tinted Fuel (to the extent that use of Tinted Fuel for such purposes is prohibited in the Country of Regulation) or any fuel that is not Compliant Fuel as defined in Section 7(i) below. Customer shall inspect prior to taking possession all connections, bolts, safety chains, towing eyes and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges that United Rentals is not responsible for damage to Customer's tow vehicle caused by removable connections or mirrors. With respect to the rental of Tanks, Customer shall take independent steps to ensure that all materials stored by Customer in the Tanks are chemically compatible with the Equipment. Customer will provide United Rentals with the Material Safety Data Sheet (MSDS) or verified laboratory tests identifying the material stored by Customer in the Tanks.

5. LIMITATION OF LIABILITY

United Rentals shall be liable for damages for any legal reason whatsoever only if the damage was caused by a breach of an essential contractual obligation (*Kardinalpflicht*) or by gross negligence or intent. Liability for the breach of an essential obligation shall be limited to a maximum amount corresponding to the agreed remuneration for a period of 6 months or to the amount corresponding to the Rental Period if less than 6 months. The same limitation to the aforementioned maximum amount shall apply in case of intentional or grossly negligent breach of any obligations by agents or employees who are not legal representatives or leading employees. In each case, liability for any negligence, in the case of actions of the group of persons named in the third sentence also for intent, shall be limited to the damage usually and typically foreseeable in such cases. Also, in any case, no liability is assumed for indirect damage, Consequential Damages, loss of profit or loss of savings. All of the above exclusions and limitations of liability do not apply in the event of injury to life, body or health.

6. CUSTOMER RESPONSIBILITIES

Customer shall provide United Rentals with the information and documentation necessary to evaluate, plan and perform the Services and/or deliver the Equipment. All Equipment is delivered and services are performed on the basis of information provided by Customer or others, and United Rentals relies on the accuracy and completeness of such information to provide Equipment and perform Services. Customer acknowledges that it is impossible for United Rentals to guarantee the accuracy, completeness and adequacy of information provided by others because it is impossible to verify such information or because errors or omissions may have occurred in the acquisition of such information. Customer is responsible for providing a safe working environment for all parties, including United Rentals and its employees, and for ensuring that Services are performed in accordance with applicable law.

7. USE OF EQUIPMENT

Customer is familiar with the proper operation and use of each component of the Equipment. Customer has selected the Equipment in accordance with its needs and shall not use the Equipment or permit anyone else to use the Equipment for illegal purposes or in an illegal manner; without a permit, if required by applicable legislation; or by a person not qualified to use the Equipment. Furthermore, Customer shall only use the Equipment (i) in accordance with the normal use and purpose of the Equipment, (ii) in accordance with the instructions provided by United to Customer in the Agreement, and (iii) in accordance with applicable law. Customer shall not introduce, nor permit to be introduced, Tinted Fuel into the fuel tank of diesel-powered vehicles or other machinery that are registered and licensed, or required to be registered and licensed, for use on public road, to the extent that use of Tinted Fuel for such purpose is prohibited in the Country of Regulation. Furthermore, Customer will only use diesel fuel that complies with the requirements of EN 590 ("**Compliant Fuel**"). CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED RENTALS HARMLESS FROM ALL FINES, PENALTIES, EQUIPMENT DAMAGE AND ALL OTHER COSTS INCURRED BY UNITED RENTALS AS A RESULT OF THE INTRODUCTION OF TINTED FUEL INTO THE FUEL TANK OF SUCH VEHICLES. Customer agrees to: (i) check filters, oil, fluid levels and tire pressure; (ii) clean and visually inspect the Equipment daily; and (iii) stop using the Equipment immediately and notify United Rentals immediately if the Equipment requires repair or maintenance. Customer acknowledges that United Rentals has no responsibility to inspect the Equipment while in Customer's possession. United Rentals shall have the right to replace the Equipment at any time and for any reason with other reasonably comparable Equipment. Costs associated with such replacement shall be borne by United.

8. COMPLIANCE WITH APPLICABLE REGULATIONS

Customer shall, at its own expense, comply with all applicable laws and regulations (including, but not limited to, those relating to worker safety or the environment), building and zoning codes, professional licenses and permits that may apply to the use of the Equipment ("**Licenses and Permits**"). Licenses and

Permits include, without limitation, those relating to the discharge of treated water, and the disposal of waste or used Specialized Media or other materials, as well as safety, traffic control and road crossings in connection with the use of the Equipment. Customer shall ensure that the Equipment remains at all times a personal chattel. Customer shall not allow the Equipment to be incorporated into, fixed to or attached to real property in such a way that the Equipment is considered a permanent fixture. It is recognized that some Equipment must be connected or attached to other equipment (an "**Integrated Solution**") and in such cases, the Integrated Solution shall not be considered a permanent accessory.

9. WARRANTY / EXCLUSION OF WARRANTIES

AT THE EXCLUSION OF ANY OTHER OR FURTHER RIGHTS UNITED RENTALS WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD CONDITION AT THE TIME OF DELIVERY AND THAT THE SERVICES WILL BE PERFORMED IN AN APPROPRIATE AND WORKMANLIKE MANNER. IN THE EVENT OF A BREACH OF THE ABOVE WARRANTY FOR THE EQUIPMENT, UNITED RENTALS WILL REPAIR OR REPLACE THE EQUIPMENT AT ITS OWN EXPENSE. IN THE EVENT OF A BREACH OF WARRANTY FOR THE SERVICES, UNITED RENTALS WILL RE-PERFORM THE SERVICE AT ITS OWN EXPENSE.

10. DEFECTIVE EQUIPMENT

If the Equipment is involved in an accident, becomes unsafe, breaks down or requires repair, Customer shall immediately cease use of the Equipment and immediately notify United Rentals. If such defective condition results from normal use, United Rentals will repair or replace the Equipment with reasonably similar Equipment in working condition, if such replacement Equipment is available. United Rentals shall have no obligation to repair or replace Equipment which has become inoperable or defective due to misuse, abuse, neglect or any other use of the Equipment in violation of the Agreement by Customer. Otherwise, Customer's sole remedy for any defect leading to inoperability or failure of the Equipment shall be the cessation of the obligation to pay the rental charges due after the time of failure.

11. RETURN OF EQUIPMENT / DAMAGED AND LOST EQUIPMENT

11.1 At the end of the Rental Period or if United Rentals has agreed to reclaim the Equipment, United Rentals will endeavor to reclaim the Equipment within a commercially reasonable time after Customer has notified United Rentals that the Equipment is no longer being rented. Customer shall return the Equipment in the same condition as when delivered, except for reasonable wear and tear (as defined below). Where United Rentals is responsible for delivery of the Equipment from the Rental Site to Customer's address, United Rentals shall be liable for all damage to or loss of the Equipment from the time the Equipment leaves the Rental Site until the time it is delivered to Customer. Where United Rentals is responsible for the collection of the Equipment from Customer, United Rentals shall be liable for all damage to or loss of the Equipment from the time United Rentals collects the Equipment (including its transportation by United Rentals to the Rental Site). Where Customer is responsible for delivery or pickup of the Equipment from or to the Rental Site, Customer is responsible for all damage to or loss of the Equipment from the time the Equipment leaves the Rental Site until the time it is returned to the Rental Site and accepted as returned by United Rentals, including any damage or loss during transit. In the event of loss or destruction of the Equipment, or the inability or failure to return the Equipment to United Rentals for any reason, Customer shall pay United Rentals the full replacement value of the Equipment, as well as the full specified rental charges until the Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall reimburse to United Rentals reasonable repair costs and shall pay the Equipment rental charges at the normal rental rate until all repairs are completed. United Rentals shall have no obligation to commence repair work until Customer has paid United Rentals the estimated costs of such work. In all of the aforesaid cases there shall be no liability of the Customer for damage or loss if the Customer proves that it is not responsible for the relevant damage or the loss.

11.2 Disinfection. In the event of a widespread outbreak of an infectious disease, for Equipment handled by a person known or suspected to be infected or used in an area known or suspected to

be infected, including, but not limited to, permanent or temporary health care and testing facilities, ambulance interiors and biological laboratories, Customer shall disinfect the Equipment in accordance with the following requirements: (i) disinfection must be performed by an independent contractor acceptable to United; (ii) it must be documented to United's satisfaction; and (iii) in the event Customer is unable to disinfect the Equipment in accordance, United will disinfect it and invoice Customer for the costs incurred.

12. NORMAL WEAR

Reasonable wear and tear of the Equipment means only reasonable deterioration of the Equipment caused by normal and reasonable use on a one-shift basis (as described in Section 14.3 below). The following shall not be considered reasonable wear and tear: (i) damage resulting from lack of lubrication, introduction of improper fuel or failure to maintain required levels of oil, water and air pressure, cavitation, or freezing; (ii) unless United Rentals expressly assumes the obligation to service or maintain the Equipment, damage resulting from lack of service or preventive maintenance suggested in the manufacturer's operation and maintenance manual ; (iii) damage resulting from collision, overturning or misuse, including overloading or exceeding the rated capacity of the Equipment; (iv) damage resulting from dents, bends, cracks, stains, corrosion or misalignment of the Equipment or any of its parts; (v) wear and tear resulting from use in excess of the shifts for which it was rented; and (vi) any other damage to the Equipment which is not considered normal and reasonable in the equipment rental industry.

13. LATE RETURN

Customer agrees that if the Equipment is not returned at the end of the Rental Period, or if the Equipment is not in the condition specified in the Agreement when United Rentals comes to pick up the Equipment from Customer's site, United Rentals, at its discretion, may require Customer to do one of the following: (i) continue to pay the rental rate applicable to the Equipment as specified in the Agreement; (ii) for periods of less than 24 hours, pay the full daily rate applicable to the Equipment; (iii) pay the increased rental rate(s), if any, in effect at the time of or after the expiration of the Rental Period; or (iv) charge a recovery fee if the Tanks are not empty in accordance with the provisions of the Agreement. Customer agrees that United Rentals reserves the right to charge any amount due by Customer under this Section for the late return of Equipment to Customer's credit card and/or account.

14. RENTAL PERIOD / FEE CALCULATION

14.1 Rental charges begin when the Equipment leaves the Rental Site and end either the day after the Equipment is returned to the Rental Site during United Rentals' Normal Business Hours or the day after the Equipment is picked up by United Rentals after Customer has notified United Rentals during Normal Business Hours that the Equipment is no longer being rented and United Rentals has provided an 'end of rental' confirmation. Rental charges shall continue to accrue until the Equipment has been properly cleaned in accordance with the provisions of the Agreement and made available for pickup.

14.2 For collection and delivery by United Rentals, a "Delivery and Collection Fee" will be charged, the amount or amounts of which are set forth in the Agreement. Notwithstanding the foregoing, the Rental Period shall continue until Customer has completely emptied and cleaned the Tank in accordance with all applicable Regulations and all other provisions of the Agreement. Rental charges do not include the Refueling Service Charge (as defined below), any Taxes, delivery and collection charges, transportation surcharges, environmental charges or other miscellaneous charges, the amount of which is set forth in the Agreement. In addition, United Rentals will charge Customer for any additional cleaning or repair costs, including: (i) removal of modifications made to the Equipment by Customer; (ii) restoration of the Equipment to its original configuration; (iii) reconditioning or painting of the Tanks; (iv) removal of contents remaining in the Tanks; or (v) transportation to and from an authorized repair facility.

14.3 Rental charges are due also for Saturdays, Sundays and public holidays. Rental rates are based on normal, "one-shift" use, on the basis of eight (8) hours per day, 56 hours per week and 224 hours per four-week period. For diesel driven equipment (such as, but not limited to, generators, compressors, pumps, and light towers), operations in excess of one shift will be charged as follows: 125% of the rental rate for a double shift and 150% of the rental rate for a triple shift. Customer shall truthfully and accurately declare to United Rentals the number of shifts worked with the Equipment. Customer's right to possession of the Equipment shall terminate at the expiration of the rental period and retention of possession after that date shall constitute a material breach of the Agreement.

15. REFUELLING SERVICE CHARGES

Customer acknowledges that a "**Refueling Service Charge**" of EUR 50 plus 150% of the cost of fuel will be applied to any Equipment returned without a full tank of fuel. The exact amount of the Refueling Service Charge may vary depending on the rate charged by the Rental Site on the date the Equipment is returned by Customer. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge by returning the Equipment to United Rentals with a full tank of fuel.

16. DEPOSIT & PAYMENT

16.1 Deposit. United Rentals shall be entitled to charge Customer with a deposit for up to the amount of the estimated rental charges. In addition to securing the payment of the rental charges hereunder, Customer agrees that such deposit and any other guarantee signed by or on behalf of Customer shall be considered a guarantee by Customer of the full performance of all terms and conditions of this Agreement to be performed by Customer. In the event of any breach by Customer, the amount of any damages, costs or expenses incurred by United Rentals as a result of the breach will be deducted from the deposit.

16.2 Payment. All amounts due under the Agreement are payable in full within 30 days of Customer's receipt of invoice. Customer acknowledges that timely payment of rental and service fees is essential to the operation of United Rentals and that it would be impractical and extremely difficult to determine actual damages caused by late payment. Customer and United Rentals agree that all unpaid rental charges will be increased by a late payment charge equal to two percent (2%) per month (24% per annum) on such unpaid payments after 30 days, or the maximum amount allowed by applicable law, whichever is less. Rental rates do not include Taxes; they shall in particular, without limiting the generality of the foregoing, be understood exclusive of VAT. Customer agrees that United Rentals reserves the right to charge any amounts owed by Customer under this Section due to late or pending payments or rental charges or Taxes to Customer's credit card and/or account. In the event Customer claims that a transaction is tax exempt, Customer agrees to provide a valid tax exemption certificate. If the transaction is later determined to be taxable, Customer is obligated to reimburse United Rentals for any Taxes that may be charged to Customer.

17. OWNERSHIP / NO PURCHASE OPTION

17.1 With the exception of Specialized Media, the Agreement is not a sales contract, and the Equipment remains the property of United Rentals at all times. Unless covered by a specific supplemental agreement signed by United Rentals, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all liens and encumbrances.

17.2 Customer warrants that no third party can or shall assert any rights and/or claims on the Equipment. Customer shall inform all third parties (including the owners of the premises where the Equipment is to be used and/or stored and any administrators) that the Equipment is the sole property of United Rentals.

18. DEFAULT

18.1 Customer shall be deemed in default within the meaning of this Section 18 if Customer fails to pay any amount due when due hereunder, if Customer gravely fails to perform, observe or maintain any provision of the Agreement, if Customer becomes "insolvent" (as defined hereinafter), or if United Rentals can reasonably foresee that Customer may become insolvent, or if Customer is otherwise in default, however in all cases only after receiving a reminder by United with the exception of the cases mentioned in Section 286 para. 2 BGB .

18.2 If Customer is in default, United Rentals may take one or more of the following actions: (i) terminate the Rental Period; (ii) declare all amounts due under the Agreement to be immediately due and payable and institute legal proceedings to that effect; (iii) permit United Rentals' employees or agents, with notice but without legal process, to enter the premises where the Equipment is located and to take any action necessary to recover and repossess the Equipment, and Customer hereby consents to such entry, recovery and repossession and hereby waives all claims for damages and losses, physical and monetary, caused by such action and shall pay all costs and expenses incurred by United Rentals in recovering and repossessing the Equipment; or (iv) exercise any other remedies available under applicable law.

18.3 Customer shall be considered "insolvent" if there are grounds for opening insolvency proceedings pursuant to Section 16 of the German Insolvency Act, if Customer systematically fails to pay, or is unable to pay, or acknowledges its inability or anticipated inability to pay its debts as they fall due; makes a transfer for the benefit of creditors, or files an application with a court for the appointment of a receiver, curator or administrator for itself or for a substantial part of its assets ; commences any bankruptcy, reorganization, safeguard, reorganization, dissolution or liquidation proceeding under any law or statute of any jurisdiction, now or hereafter in force; has filed any such petition or proceeding against it in which a determination or appointment has been made; or takes any action indicating its consent, approval or acquiescence to any such petition, proceeding or appointment of a receiver, curator or administrator for all or a substantial part of its assets.

19. CUSTOMER INSURANCE COVERAGE

Customer agrees to maintain and purchase, at its own expense, the following insurance: (i) commercial automobile liability insurance with limits per occurrence of at least two (2) million euros; (ii) commercial general liability insurance with limits of insurance of at least two (2) million euros per occurrence and four (4) million euros in the aggregate; and (iii) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Any deductibles or retentions are the sole responsibility of Customer. All insurance required under the Agreement shall contain a waiver of the right of recourse against United Rentals or its insurers by Customer and its insurers, and a waiver of subrogation against United Rentals or its insurers. Policies required under the Agreement shall provide that United Rentals shall be notified at least 90 days in advance of any termination. FOR RENTAL OF UNLICENSED EQUIPMENT FOR ON-ROAD USE, CUSTOMER MUST ELECT TO NAME UNITED RENTALS AS BENEFICIARY PROVING PROPERTY INSURANCE COVERAGE. Customer shall provide a certificate of insurance as proof of insurance coverage prior to delivery of the Equipment. If Customer fails to comply with the aforementioned insurance obligation, United Rentals shall have the right to immediately terminate the Rental Period and/or the Agreement without any compensation to Customer.

20. NO TRANSFER, LOAN OR SUBLEASE

20.1 Customer shall not sublet, assign or loan the Equipment without the prior written consent of United Rentals, and any such action by Customer, without the prior written consent of United Rentals, shall be null and void. Customer agrees to use and maintain the Equipment at the work site specified in the Agreement, unless otherwise approved in writing by United Rentals.

20.2 Customer hereby expressly agrees in advance and without notice to the transfer or assignment by United Rentals of the Agreement or any Equipment or any monies or other benefits due or

becoming due hereunder. Customer may not assign the Agreement or any claims under the Agreement without the prior written consent of United Rentals, and such approval shall not relieve Customer of its obligations under the Agreement.

21. SERVICES PROVIDED BY UNITED IN CONNECTION WITH EQUIPMENT RENTAL.

21.1 TRENCHING SERVICES. "Trenching Services" means services related to retaining and trenching systems, including (i) configuration, (ii) repair and/or (iii) delivery and collection of the retaining and trenching system (the "**System**"). The System shall be used in full compliance with the tabulated data provided by the manufacturer. United Rentals makes no representations or warranties with respect to such data and shall not be liable therefor. If United Rentals provides an observer on site (the "Observer") to observe the installation of the System, neither the presence of the Observer on site nor the provision of Trenching Services by United Rentals shall relieve Customer of responsibility, and Customer accepts full responsibility for the means of construction, methods, sequences, techniques and procedures necessary for the use of the Equipment, including, but not limited to, the erection, installation, welding, maintenance, detour, drainage and removal of the System in accordance with the requirements of the Agreement and all applicable provisions of occupational safety and health regulations and all other applicable provisions of regulations in the Country of Regulation.

21.2 SCAFFOLDING SERVICES. "**Scaffolding Services**" are services related to scaffolding, including the installation and/or dismantling of scaffolding. Unless otherwise agreed to in writing between the parties, Customer shall (i) provide a clean, clear and safe environment to perform the Scaffolding Services; (ii) move planks, lateral supports and guardrails as necessary for the completion of the Scaffolding Services; (iii) install baseboards, netting and/or plaster in holes; (iv) maintain and use the Equipment in accordance with applicable laws and regulations of the Country of Regulation and the manufacturer's safety rules and instructions; (v) keep all persons (other than United Rentals' employees) away from the Equipment during its erection and dismantling; (vi) take reasonable steps to protect all buildings, property and grounds, including, but not limited to, lawns and landscaping; (vii) be solely responsible for providing all necessary and required fall protection for employees and others using the Equipment in accordance with applicable regulations and laws; and (viii) be solely responsible for determining whether the soil, slab, roof or structure on which the Equipment is placed is capable of supporting the loads, persons and materials used and placed on the Equipment. In addition, Customer shall be responsible for obtaining all permits required for the Scaffolding Services. Upon completion of the installation, Customer shall sign the acceptance form provided by United Rentals.

21.3 PORTABLE SANITATION SERVICES (provided by United Rentals' subsidiary (the "**PSS Subsidiary**")). "**Portable Sanitation Services**" may include: periodic disposal of household septic waste, cleaning of mobile toilets, storage tanks and other Equipment, and provision of toilet paper rolls. Portable Sanitation Services are provided once a week for toilets and once every four (4) weeks for storage tanks. Additional services beyond the normal services are available on request and will be charged per unit. If PSS Subsidiary personnel are unable to service the Equipment during regularly scheduled service hours for a reason for which Customer is responsible, additional fees may be charged to return to perform these services. Additional charges may be levied for tipping of the Equipment, relocation of the Equipment to the same site and vandalism/graffiti. Customer shall ensure that the Equipment is accessible to PSS Subsidiary personnel and is in a clean, clear and safe location. Customer shall not place hazardous materials in the Equipment, move the Equipment, or attach materials to the Equipment (including, but not limited to, tape, adhesives, posters, staples, netting, etc.) without the prior written consent of the PSS Subsidiary. Customer is responsible for anchoring the Equipment to the ground or attaching the Equipment to immovable objects.

21.4 FLUID SOLUTIONS SERVICES.

21.4.1 "Fluid Solutions" means the storage, transfer and/or treatment of fluids, and includes, but is not limited to, the rental of tanks, pumps, filtration systems, and any accessories, attachments or other items provided to Customer, as well as any associated services. Fluid Solutions may include the design, installation, operation, ongoing maintenance, monitoring and decommissioning of the Fluid Solutions system

("Fluid Solutions Services"). Customer will provide accurate measurements, specifications and all supporting documentation necessary to support the Fluid Solutions Services, as well as any information requested by United Rentals. Unless otherwise agreed by the parties, Customer shall (i) have sufficient lifting equipment on site to load and unload during installation and dismantling; (ii) install, remove and maintain sewer plugs and suction screens as necessary; (iii) provide all required fencing and mats; (iv) obtain all necessary rights of way, permits and easements; (v) provide adequate locations, water sources and access thereto; (vi) provide the necessary erosion, odor and traffic control, including site restoration, if required; (vii) provide fuel and/or adequate power supply, including cables and an electrician, if required; (viii) perform daily inspections and maintenance of the Equipment during the Rental Period; and (ix) provide access to the Fluid Solutions system and a clean, clear and safe space to perform Fluid Solutions Services at all times.

21.4.2 Scope of Services and Emergency Change Orders. The scope of services provided for each engagement will be included in the Agreement. Unless specifically agreed in the Agreement, Customer, at its own expense, shall obtain all required building and construction permits, inspections or certificates, and all necessary approvals and authority to perform the Fluid Solutions Services. If the type of fluid, including components and other characteristics (e.g., viscosity, turbidity), volume or flow rate (whether due to weather conditions or other factors not specifically under United Rentals' control), or any other material information upon which United Rentals has relied in designing the Fluid Solutions Services changes significantly at any time, United Rentals will notify Customer and request an emergency change order ("Emergency Change Order"). Customer acknowledges that, due to the nature of Fluid Solutions Services which are tailored to specific information and data, it is absolutely necessary for Customer to respond immediately to an Emergency Change Order request to avoid a leak or other incident. Therefore, Customer will designate one or more authorized representatives who will be available to United Rentals at all times to respond to such requests. Customer agrees that the oral or written approval (by e-mail or SMS or other text form) of such designated representative shall be binding and subject to the terms and conditions of the Agreement. Further, if Customer's authorized representative does not immediately respond to such a request, Customer agrees that United Rentals, at its discretion, may take such action as it deems most effective to mitigate any leak, incident or accident, and Customer further waives the right to contest such action and agrees that United Rentals shall not be liable to Customer in connection with any such action, and Customer shall be responsible for any additional costs resulting therefrom.

21.4.3 Specialized Media. Specialized Media are deemed to be purchased under this Agreement on an "AS IS" basis and, once delivered to Customer, are non-refundable. At the end of the rental period, Customer is responsible for emptying and removing all Specialized Media in accordance with applicable regulations. All used Specialized Media generated by Customer are subject to an acceptance test by the disposal facility, at Customer's expense. The disposal facility may periodically test used Specialized Media to ensure that they remain acceptable for disposal. If testing of used Specialized Media reveals that they are not acceptable for a designated disposal facility, the use of an alternative disposal facility may result in additional costs and Customer shall pay such additional costs. Customer shall provide all information requested by the disposal facility or United Rentals concerning the evaluation of the acceptance of used Specialized Media.

21.4.4 Regulated Materials. If Customer intends to use the Equipment for the storage and handling of Regulated Materials, the following conditions of this section apply. Customer shall bear all costs associated with testing, cleaning and sampling.

21.4.5 Tank testing, pump and filter handling. Customer acknowledges that the Equipment may have contained Regulated Materials in the past. Customer may, at its own expense, test the Equipment for residues of Regulated Materials prior to taking possession of the Equipment. If a prior test reveals residues of Regulated Materials in the Equipment, Customer may notify United Rentals and request new Equipment or terminate the rental. If Customer elects to continue to use the Equipment or not to test it, Customer shall be bound by the terms and conditions set forth herein and waives any right to dispute the presence of Regulated Materials in the Equipment due to prior use, and agrees that the Equipment is suitable for Customer's intended use. At the end or termination of the Rental Period, but prior to

returning the Equipment to United Rentals, Customer, at its own expense, shall remove all Regulated Materials from the Equipment and clean the Equipment in accordance with the standards required by any Regulations applicable to the operation of the Equipment or the handling, storage or transportation of the Regulated Materials concerned.

21.4.6 Cleaning.

21.4.6.1 With respect to **Category A Regulated Materials**: Prior to return, Customer shall empty and clean the Equipment in accordance with the following requirements: (i) the cleaning shall be performed by Customer; (ii) the cleaning shall be documented to the satisfaction of United Rentals and demonstrated by sampling in accordance with the applicable cleaning provisions of the Agreement below; (iii) the cleaning shall comply with all Regulations relating to the cleaning of equipment containing or having contained the Regulated Materials concerned, including, but not limited to, those governing maximum residue levels ("**Cleanliness Standard**"); and (iv) Customer shall certify in writing that the cleaning meets the above specifications.

21.4.6.2 For **Category B Regulated Materials**: Prior to return, Customer shall empty and clean the Equipment in accordance with the following requirements: (i) the cleaning must be performed by Customer; (ii) the cleaning must be documented to United Rentals' satisfaction with a cleaning statement in the form of a cleaning certificate; (iii) the cleaning must comply with all Regulations relating to the cleaning of equipment containing or having contained the Regulated Materials concerned, including, but not limited to, the Cleanliness Standard; and (iv) Customer must certify in writing that the cleaning meets the above specifications.

21.4.7 Sampling.

21.4.7.1 For **Category A Regulated Materials**: After cleaning, Customer shall confirm that the Equipment meets the required standard of cleanliness by obtaining a written professional laboratory analysis of representative sampling taken from various internal parts of the Equipment. Customer agrees that the sampling analysis shall be: (i) performed by an independent service provider acceptable to United Rentals; (ii) documented to the satisfaction of United Rentals; (iii) taken from various internal parts of the Equipment, including at least the floor, the bottom of various cross members and each wall ("**Representative Samples**"); (iii) performed in the presence and under the direction of a designated United Rentals employee. In connection with (iii), Customer agrees to contact United Rentals to make an appointment for an United Rentals employee to witness the sampling at least ten (10) business days prior to the end of the Rental Period. For intermodal, roll-off or vacuum container equipment, in addition to the above requirements, Customer agrees that: (a) initially, 20% of the intermodal, roll-off or vacuum container equipment rented by Customer (such percentage to be measured by the relevant monthly rental fee) will be tested by the third party laboratory acceptable to United Rentals. Based on satisfactory initial sampling results, and at United Rentals' sole discretion, this figure may be reduced to 10%, random sampling; (b) if no coating is used, or if any intermodal, roll-off or vacuum container equipment fails to pass the testing procedures described above, 100% sampling of all intermodal, roll-off or vacuum container equipment will be required.

21.4.7.2 Sample analysis. With respect to **Category A Regulated Materials**: Customer agrees that the sample analysis shall: (i) be performed by an independent service provider acceptable to United Rentals and certified to perform such analyses by the Country of Regulation in which the Equipment is located; (ii) be documented and include a chain of custody report of Representative Samples to the satisfaction of United Rentals; (iii) meet or exceed the protocols, if any, established under the Regulations for the Regulated Material concerned.

21.4.7.3 Return. Customer shall return the Equipment empty and in accordance with the conditions set out in the Agreement and in accordance with any applicable Regulations (collectively, the "**standards**"). If the Equipment does not meet the standards, Customer shall additionally clean the Equipment to comply with the standards, and provide written proof thereof to United Rentals. United

Rentals will not reclaim the Equipment and Customer shall continue to pay the rental charges until the Equipment is cleaned to the standards. In the event Customer is unable to clean the Equipment in accordance with the conditions set forth herein, United Rentals shall be authorized to have the Equipment cleaned on Customer's behalf and Customer shall pay United Rentals for all resulting costs (including, but not limited to, cleaning and/or sampling costs and any Consequential Damages). In the event that cleaning of the Equipment is no longer possible and/or the standards can no longer be achieved by cleaning on behalf of Customer, Customer shall pay the full replacement value of the Equipment, plus any applicable taxes and/or charges. In such event, Customer agrees to assume full ownership of, and responsibility for, the unusable Equipment and any residual contents, as well as any liability associated with the management, transportation and disposal of such Equipment in accordance with any applicable Regulations. Customer agrees that it shall be the generator of all hazardous, solid or radioactive waste generated as a result of Customer's failure to return the Equipment empty (in accordance with the conditions set forth herein), and of all residual materials resulting from Customer's attempt to clean the Equipment. Customer further agrees to indemnify, defend and hold United Rentals harmless from any liability incurred by United Rentals as a result of Customer's failure to comply with its obligations in this section if United Rentals should be deemed a generator under applicable environmental legislation. The foregoing indemnification obligation shall survive the termination or expiration of the Agreement.

21.4.8 Non-Regulated Materials

21.4.8.1 Cleaning. With respect to Non-Regulated Materials: Prior to return, Customer shall empty and clean the Equipment in accordance with the following requirement: Cleaning shall be performed by Customer and shall be visually clean upon inspection by United.

21.4.8.2 Return. Section 21.4.7.3 shall apply in substance.

21.5 POWER AND HVAC SERVICES. "Power and HVAC Services" are services related to temporary power and HVAC system Equipment, including (i) start-up assistance, (ii) installation and removal of low voltage cables, (iii) installation and removal of temporary cooling water lines, (iv) on-site training of Customer's employees, (v) on-site support, and/or (vi) supervision of selected installers. Customer hereby agrees that United Rentals may engage a third party technician to perform the Equipment installation and connection services if Power and HVAC Services are requested by Customer. Unless otherwise agreed in writing by the parties, Customer shall (a) perform daily inspections and maintenance of all Equipment during the Rental Period; (b) sanitize the Equipment of all chemical or hazardous liquids; (c) obtain all necessary permits and regulatory inspections; (d) replace dirty air filters on all air handling units and air conditioners; (e) load and unload all Equipment from trailers (if applicable); (f) remove all fuel from all extra tanks prior to taking the Equipment out of service; (g) supply and/or refill all generators, boilers or fuel tanks with fuel in accordance with Regulations; (h) check and record the oil level in the generator daily; (i) allow United Rentals to perform 250-hour maintenance on all Equipment; and (j) provide a qualified electrician to connect and disconnect the Equipment from the electrical grid.

21.6 TOOL SERVICES. "Tool Services" may include tool tracking services, tool tracking software, usage data (via printed/electronic reports), an on-site technician to manage tools and other Equipment, and a tool room, if required. Unless otherwise agreed by the parties, Customer shall (i) provide a secure location for the trailer where it can be installed for the duration of the project; (ii) provide power to the trailer (generator or factory power); (iii) install scaffolding around the trailer if the site does not use the trailer stairs; (iv) provide United Rentals with information on access requirements, including, but not limited to, site specific courses, drug testing requirements, etc.; and (v) provide United Rentals with a list of personnel authorized to check in and out tools and/or request addition/removal of stock. The scope of Tool Services will be agreed to in writing by United Rentals and Customer and the terms of the Agreement will govern the Tool Services described therein.

21.7 RENTING OF VEHICLES

21.7.1 Accidents, theft and vandalism. Customer shall immediately and properly report any accident, theft or vandalism involving the Vehicle to United Rentals and to the police in the jurisdiction where the incident occurs. Wherever possible, Customer shall obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurance. If Customer receives any documentation relating to such an incident, such documentation must be immediately provided to United Rentals. Customer shall cooperate fully with United Rentals' investigation of any such incident and with the defense of any resulting claim. If Customer fails to cooperate fully, Customer shall indemnify United Rentals for all damages suffered as a result. Customer authorizes United Rentals to obtain any documents or information relating to an incident, accept the jurisdiction of the courts of the jurisdiction where the incident occurs and waives any right to contest such jurisdiction.

21.7.2 Third-party charges. Taxes, tax refunds, vehicle license fees, government surcharges or other similar surcharges and fees are charged/recovered at the rates set forth in the reservation quote, Agreement or as otherwise required by applicable law of the Country of Regulation. Customer is responsible for payment of such amounts to United Rentals.

21.7.3 Cleaning. Upon return, if the Vehicle requires more than a standard United Rentals cleaning, United Rentals may charge Customer for the actual costs incurred to have the Vehicle professionally cleaned. Customer shall also pay a reasonable charge for cleaning the interior of the Vehicle upon return if stains, dirt, odors or contamination attributable to Customer's use cannot be cleaned with United Rentals' standard procedures after the Rental Period, as determined by United Rentals in its discretion.

21.7.4 Smoking. United Rentals maintains a non-smoking fleet, including a prohibition on the use of electronic cigarettes in the Vehicle. Customer shall pay additional charges if the Vehicle is returned and smells of smoke or is contaminated by smoke or fumes of any kind.

21.7.5 Collection Costs. Customer shall be responsible for collection costs, consisting of all costs (including attorneys' fees and court costs) incurred by United Rentals to recover the Vehicle (i) under the Agreement; or (ii) if the Vehicle is seized by governmental authorities as a result of Customer's or another operator's use of the Vehicle with Customer.

21.7.6 Lost keys / key boxes / locks. If Customer loses the keys and/or key fobs to the Vehicle, United Rentals may charge Customer for the cost of replacing the keys and/or key fobs and delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Rental Site to open the Vehicle. If Customer locks the keys and/or key fobs in the Vehicle and requests assistance from United Rentals, United Rentals may charge Customer for the costs of delivering replacement keys and/or key fobs and/or towing the Vehicle to the nearest Rental Site to open the Vehicle.

21.7.7 Parking and traffic violations. CUSTOMER IS RESPONSIBLE FOR, AND SHALL PROMPTLY PAY, ALL FINES FOR PARKING AND TRAFFIC VIOLATIONS, AS WELL AS ALL FEES AND FINES, ALL TOWING, STORAGE AND SEIZURE CHARGES AND ALL FINES INCURRED WHILE THE VEHICLE IS RENTED TO CUSTOMER. IN CASE OF A TRAFFIC VIOLATION FOUND BY AN AUTOMATED CONTROL SYSTEM, CUSTOMER AGREES TO PAY A "TRAFFIC VIOLATION FEE" CONSISTING OF THE AMOUNT OF THE VIOLATION PLUS A FIXED AMOUNT OF 15 EUR WHICH IS UNITED RENTALS' ADMINISTRATIVE FEE FOR ITS TRAFFIC VIOLATION MANAGEMENT SERVICE. THIS FEE WILL BE INVOICED TO CUSTOMER WHEN THE VIOLATION INFORMATION AND ASSOCIATED CHARGES ARE RECEIVED BY UNITED RENTALS, AND MAY BE INVOICED AT A LATER DATE.

21.7.8 Tolls, violations and fees. CUSTOMER IS RESPONSIBLE FOR, AND SHALL PAY, ALL TOLLS AND TOLL VIOLATIONS. IF CUSTOMER USES A SYSTEM WHICH CHARGES TOLL BASED ON THE VEHICLE PLATE (A "**TOLL BY PLATE SYSTEM**"), OR COMMITS A TOLL VIOLATION, CUSTOMER AGREES TO PAY A "**TOLL SERVICE CHARGE**" FOR THIS SERVICE. THE TOLL SERVICE FEE IS THE AMOUNT OF THE TOLL PLUS A FIXED AMOUNT OF 15 EUR WHICH IS UNITED RENTALS' ADMINISTRATIVE FEE FOR ITS TOLL SERVICES. EXACT COSTS WILL BE CALCULATED AND INVOICED BASED ON ACTUAL USE OF A TOLL BY PLATE SYSTEM OR ACTUAL TOLL OR TOLL VIOLATION INCURRED. THESE CHARGES WILL BE BILLED TO CUSTOMER WHEN INFORMATION REGARDING THE USE OF A TOLL BY PLATE SYSTEM AND/OR THE TOLL OR TOLL VIOLATION

INCURRED, AND THE ASSOCIATED CHARGES, IS RECEIVED BY UNITED RENTALS, AND MAY BE BILLED AT A LATER DATE. CUSTOMERS MAY AVOID TOLL SERVICE CHARGES BY PAYING TOLLS WITH THEIR OWN TRANSPONDERS, BY USING ANOTHER TOLL PAYMENT SYSTEM, OR BY AVOIDING TOLL ROADS ALTOGETHER.

21.7.9 Distance charges; Additional distance charges. For certain types of Vehicles authorized on the road, the rental rate invoiced to Customer includes a certain number of kilometers per billing cycle. The number of kilometers in excess of the specified number (the "**Additional Distance Charge**") will be billed to Customer upon return of the Vehicle. The Additional Distance Charge will be calculated by multiplying the number of additional kilometers driven, as determined by the Vehicle's odometer or telematics system (where applicable), by the rate per kilometer. For greater clarity, the number of kilometers allowed per billing cycle and the rate of the Additional Distance Charge will be indicated in the Agreement.

21.7.10 Other charges; Miscellaneous. All other charges specified in or on the Agreement will be charged at the prevailing rates specified therein. Such charges specified in the Agreement as a daily rate shall be due and payable for each full or partial day of rental. Vehicle rental fees will continue to be charged until the Vehicle is returned to United Rentals or, if the Vehicle has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction where the theft occurred and to United Rentals.

21.7.11 Vehicle return. SOME VEHICLES MAY HAVE TELEMATICS, TRACKING AND RELATED SERVICES, IN WHICH CASE CUSTOMER UNDERSTANDS THAT HIS OR HER ACCESS TO, AND USE OF, THE VEHICLE OR SERVICES IS SUBJECT TO THE TERMS AND PRIVACY STATEMENT OF THE VEHICLE, SERVICE PROVIDER AND/OR DEVICE MANUFACTURER, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, OTHER TERMS, LIMITATIONS OF SERVICE, WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES.

22. PRIVACY

22.1 United Rentals and Customer shall treat all information and data, including but not limited to operating instructions, plans, drawings and calculations, as confidential, which are communicated to them in the course of their business relationship and which are marked as confidential or must be regarded as confidential due to the circumstances of their disclosure and, except as necessary to achieve the purpose of the contract, or except as required by applicable mandatory legislation, shall not store or transmit such information to third parties or use it in any way whatsoever, unless provided for in a separate written confidentiality agreement.

22.2 The operating instructions, plans, drawings and calculations provided by United Rentals to Customer are confidential and intended for personal use only and must not be distributed in whole or in part. They remain the property of United Rentals.

22.3 These confidentiality obligations end three (3) years after termination of the applicable Rental Period or the fully executed agreement between Customer and United Rentals covering the Equipment, whichever is longer.

23. INTELLECTUAL PROPERTY RIGHTS

Intellectual property used by United Rentals for or during the performance of the Agreement, in the supply of materials, or which is in any way related to materials supplied by United Rentals, shall remain the property of United Rentals. Nothing in the Agreement shall be deemed to have granted Customer a license or any other right to use United Rentals' intellectual property.

24. MISCELLANEOUS PROVISIONS; APPLICABLE LAW; JURISDICTION ; LANGUAGE

24.1 Any failure by United Rentals to insist upon strict compliance by Customer with any provision of the Agreement shall not be construed as a waiver of United Rentals' right to demand strict compliance.

24.2 Customer shall pay the rental charges without any deduction and under exclusion of any rights of retention.

24.3 Where United Rentals acts as the data controller of Customer's personal data, Customer agrees to the collection, use and disclosure of Customer's personally identifiable and financial information as described in the Agreement and in United Rentals' Privacy Policy, in accordance with applicable law including but not limited to the General Data Protection Regulation ("**GDPR**").

24.4 United Rentals shall have the right to immediately terminate any Rental Period and immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the Rental Site; (ii) declaration of an emergency, disaster or similar situation by a governmental or local authority, to the extent the Equipment is affected thereby; or (iii) as otherwise set forth in the Agreement.

24.5 Applicable law and venue: The Agreement is governed by German law and any dispute relating to the interpretation or performance of the Agreement shall be construed in accordance with German law, without reference to its conflict of laws principles and without reference to the United Nations Convention on Contracts for the International Sale of Goods. United Rentals and Customer hereby agree and submit to the exclusive jurisdiction of the courts in Frankfurt am Main, provided that in all cases United shall be entitled to sue the Customer in any other venue available by law.

24.6 Language: The German version of these Rental and Service Terms shall prevail.

25. PENAL WARNING

The use of false identification to obtain Equipment or failure to return Equipment at the end of the Rental Period entitles United Rentals to terminate the Agreement and to prosecute the perpetrator in accordance with applicable criminal law.

26. GPS TRACKING

Customer and United Rentals each agree to the collection and monitoring of electronic information, including global positioning system ("GPS") data generated by or in connection with Customer's use of the Equipment or the location of the Equipment. Customer agrees that United Rentals owns the data described in this paragraph and may use such data, including GPS data, for any purpose, including commercial purposes, only in accordance with United Rentals' Privacy Policy and applicable law including but not limited to GDPR.

27. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations hereunder, with the exception of payment obligations, due to an event that constitutes force majeure, including but not limited to: strikes and/or illness of United Rentals' employees, breach of contract and/or force majeure on the part of its suppliers, transporters or other third parties involved in the Agreement, traffic jams, natural disasters, war or mobilization, shortage of materials, governmental blocking measures, fire and other accidents in the business of United Rentals, as well as other circumstances by reason of which it cannot reasonably be required to continue performance of the Agreement or to perform it in full. In addition, an event of force majeure is deemed to have occurred if it can reasonably be assumed that the impediment will render all or part of the Agreement definitively impossible. If an event of force majeure occurs and one of the parties is permanently prevented, hindered or delayed in the performance of its obligations under the Agreement, either party shall have the right to terminate the Agreement in whole or in respect of the part to which the force majeure applies. In the latter case, the parties shall be obliged to perform the undissolved part of the Agreement. Customer's right of rescission under the preceding sentence shall not apply if Customer has no legitimate interest in immediate rescission. In this case, Customer must provide United Rentals with the necessary information and state the reasons for termination. If the Agreement is terminated in accordance with this Section, neither party shall owe any compensation to the other party in respect of the terminated part of the Agreement, provided that it remains liable for compliance with the obligations incumbent upon such party as a result of the termination.

28. DIVISIBILITY

Each clause of the Agreement is severable and distinct from the others, and if at any time one or more clauses are invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining clauses shall not be affected or impaired thereby.

29. REASONABLENESS / ORDER OF PRECEDENCE

29.1 Customer acknowledges that the Agreement contains provisions that are fair, balanced and reasonable in light of the Agreement as a whole. Customer accepts the Agreement and acknowledges that United Rentals would not have entered into the Agreement without these terms and conditions.

29.2 These Rental and Service Terms and the Agreement shall prevail over any terms and conditions contained in Customer's purchase order or similar documents, and such other terms and conditions are hereby rejected by United Rentals. In the event that United Rentals signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging receipt of the order. The parties agree that unless specifically agreed otherwise these Rental and Service Terms shall govern all rental and service transactions between the parties.