

# GENERAL TERMS AND CONDITIONS FOR TOWER CRANE RENTAL

WASEL TURMDREHKRANE GMBH

LAST UPDATED 02/2026



## 1. General information

These General Terms and Conditions of Wasel Turmdrehkrane GmbH for Tower Crane Rental apply to all – including future – rental agreements with entrepreneurs, legal entities, legal entities under public law, and special funds under public law in accordance with Section 310(1) of the German Civil Code (BGB). If Wasel Turmdrehkrane GmbH also provides assembly services to the lessee in connection with the rental, the General Terms and Conditions of Wasel Turmdrehkrane GmbH for Tower Crane Assembly and Disassembly and the supplemental sheet on preparation work for the jobsite shall apply in addition to the General Terms and Conditions for Tower Crane Rental.

## 2. Intended use, property rights and copyrights

2.1 Without the prior consent of the lessor, the lessee is not entitled to use the rental equipment for any construction project other than that specified in the rental agreement and for any purpose other than that specified therein or to move it to another location.

2.2 Technical specifications, drawings, plans, and written documents labeled as confidential remain the property of Wasel Turmdrehkrane GmbH. Wasel Turmdrehkrane GmbH also reserves the rights to all copyrights in this regard. The disclosure of such documents to third parties requires the prior express consent of Wasel Turmdrehkrane GmbH. Insofar as these documents are made available to the client, they shall be used for the sole purposes of assembly, commissioning, operation, and maintenance in connection with deliveries and services provided by Wasel Turmdrehkrane GmbH.

## 3. Offer and technical changes

3.1 All offers made by Wasel Turmdrehkrane GmbH are subject to change. If a client's order qualifies as an offer to enter into a contract pursuant to Section 145 of the German Civil Code, Wasel Turmdrehkrane GmbH may accept this offer within two weeks of receipt. In this case, the agreement shall become binding for Wasel Turmdrehkrane GmbH upon dispatch of the written order confirmation.

3.2 In any case, the conclusion of the agreement is subject to correct and timely delivery to Wasel Turmdrehkrane GmbH by the suppliers of Wasel Turmdrehkrane GmbH, unless Wasel Turmdrehkrane GmbH is responsible for the incorrect or delayed delivery from its own suppliers.

3.3 Technical and operational information on weight, dimensions, and other performance and consumption data in brochures, drawings, and publications of Wasel Turmdrehkrane GmbH are for general information only, unless reference is made to them in the order confirmation; however, even in this case, there is no express guarantee.

## 4. Commencement of rental agreements

4.1 The rental agreement commences upon provision and notification thereof at the site location, at the earliest on the contractually agreed handover date, unless the lessee uses the rental equipment before the contractually agreed handover date. In this case, the rental period shall commence upon first use. If it has been agreed that the rental equipment shall be collected at Wasel Turmdrehkrane GmbH, the rental agreement shall commence upon provision of the rental

equipment and notification of readiness for collection to the lessee or a third party commissioned by the lessee (for example, a carrier), at the earliest on the contractually agreed handover date, unless the lessee collects the rental equipment before the contractually agreed handover date or has it collected before the contractually agreed handover date. In this case, the rental period shall commence upon collection.

4.2 If equipment is rented as a set of components, the rental period shall commence upon the contractually agreed delivery, handover, provision, or collection of the last component belonging to the overall set of equipment. If the lessee uses parts of this set of equipment at an earlier point in time, the rental period shall commence at the time of the first use of these components.

4.3 If the mutually agreed handover date is postponed by more than fourteen (14) calendar days due to circumstances for which neither the lessee nor the lessor is responsible, the lessee shall be obliged to pay 50 percent of the agreed rental fee, plus the applicable value added tax from the 15th calendar day until the final handover. As of the 45th calendar day, the lessee is obliged to pay the agreed rental fee in full. As of the 90th calendar day, the contracting parties have the extraordinary right to terminate the agreement without notice.

## 5. Termination of rental agreements

5.1 Return delivery shall take place no later than the last day of the agreed rental period. If the equipment is not returned by this date, the rental agreement shall be converted into a rental agreement without an expiration date and shall expire on the date on which the rental equipment, together with all parts required for its operation, arrives at the lessor's premises or at another agreed location in proper condition and in accordance with the terms of the agreement.

5.2 The lessee may terminate a rental agreement without an expiration date in writing with two weeks' notice. Notification of the intended return of the rental equipment, which must be made in writing two weeks in advance, is equivalent to notification of termination. After receipt of the notice of termination/notification of the intended return of the rental equipment by the lessor, the contracting parties shall agree on a date for the return of the rental equipment, which may fall on a date up to two weeks following the termination date of the agreement.

## 6. Termination

In addition to the termination options granted by law, Wasel Turmdrehkrane GmbH may terminate the rental agreement extraordinarily without notice if:

- a) the mutually agreed handover date is delayed by more than forty-five (45) calendar days;
- b) the lessee's financial situation has deteriorated significantly, or the opening of insolvency proceedings against the lessee's assets has been rejected due to lack of assets, or the lessee has made a statutory declaration;
- c) the lessee is in arrears with the payment of an amount corresponding to a two months' rental fee;
- d) the lessee moves the rental equipment to a location other than the location established by the agreement without the lessor's consent;
- e) the lessee sublets the rental equipment or allows third parties to use it free of charge without the lessor's consent;

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- f) the lessee repeatedly violates their obligation to care for and maintain the rental equipment to a considerable extent despite formal warnings;
- g) the lessee repeatedly uses the rental equipment – despite formal warnings – in breach of the agreement;
- h) the lessee repeatedly employs operating personnel – despite formal warnings – to operate the rental equipment who are not sufficiently trained and qualified and there is a risk of personal injury, financial loss, or damage to the rental equipment or to third parties or third-party property.

The right to claim damages in the event of extraordinary termination is reserved.

## 7. Rental fee payment

- 7.1 The contractually agreed rental fee is a monthly net fee, plus the statutory value added tax.
- 7.2 Any additional hours and overtime are not included in the monthly fee.
- 7.3 Unless otherwise agreed, the rental fee is due on a monthly basis in advance upon submission of a corresponding invoice and must be paid to the lessor within fourteen (14) calendar days.
- 7.4 Should the rental agreement not start or end exactly at the beginning or end of a month, each calendar day of the current month will be charged at 1/30th of the agreed monthly rental fee.
- 7.5 The lessee's right of retention or right to offset shall only exist in the case of counterclaims by the lessee that have been undisputed or recognized by the lessor, or legally established, based on the same contractual relationship.
- 7.6 The monthly rental fee is understood to be the simple machine rental fee excluding the costs for the installation and dismantling or assembly and disassembly of the rental equipment, the provision of operating materials (temporary jobsite service power, etc.), and crew. The freight/shipping charges from the place of dispatch or collection of the rental equipment as well as the freight/shipping charges for the return delivery shall be borne by the lessee, provided that collection and return to the lessor's machinery depot in Bergheim, Germany, have been agreed. In the event of agreed delivery and collection free of charge to the jobsite, the freight/shipping charges shall be borne by the lessor.

## 8. Shutdown clause and assignment to secure rental fees owed

- 8.1 If the lessee is more than three (3) calendar days in arrears with the payment of the owed rental fee, or if a bill of exchange or check given by the lessee is protested, the lessor is entitled, at their discretion, to:
  - a) shut down all equipment/machinery rented by them to the lessee until the claims due up until that point in time have been settled in full, whereby the lessor must be granted access to the specific item immediately and without objection;or
  - b) collect all equipment/machinery rented by them to the lessee after giving notice, without recourse to the courts, at the expense of the lessee, who must allow access to the rental equipment and its removal, and to have full use of it elsewhere.
- 8.2 The claims to which the lessor is entitled under the rental agreement shall remain in force if the lessor exercises

the rights specified in Section 8.1. However, the amounts that the lessor has accrued within the period stipulated by agreement, for example, by renting out the equipment/machinery elsewhere, shall be offset after deduction of the costs incurred for retrieval and re-rental.

- 8.3 The lessee assigns to the lessor their claims against their client, for whose order the equipment/machinery are used, in the amount of the agreed rental fee. The lessor accepts the assignment.

## 9. Provision period

- 9.1 The calculation of the contractually agreed monthly rental fee is based on the normal provision period of up to a maximum of 170 operating hours per month.
- 9.2 The rent is payable in full even if the lessee does not make full use of the normal provision period as specified in the agreement. The lessee therefore bears the risk of use and utilization for the rental equipment.
- 9.3 The operating hours per month in excess of a provision period of 170 operating hours are considered additional or overtime hours and are to be remunerated at 1/170th of the agreed monthly rental fee based on the number of additional or overtime hours.
- 9.4 The additional hours or overtime hours must be reported by the lessee at the end of each month. These will then be retrieved by the lessor. The lessee may request the lessor to provide the overtime hours retrieved within four weeks of their report. Any objections by the lessee to the accuracy of the per-hour statement transmitted in the process must be raised within eight (8) calendar days of notification. If no objection is made within this period, the overtime hours retrieved shall be deemed to have been accepted. If the lessee fails to notify the lessor of overtime or additional hours, the lessor may demand a contractual penalty from the lessee in the event of a breach of agreement amounting to three times the contractually agreed monthly rental fee.

## 10. Downtime

- 10.1 The time during which the rental equipment cannot be used at the place of use for which it was rented as a result of circumstances for which neither the lessee nor the lessor is responsible (such as high winds, frost, snow, flooding, strikes, civil unrest, acts of war, official orders) is considered downtime.
- 10.2 The rental period for an agreement without an expiration date or the minimum rental period shall not be automatically extended by the downtime. If the lessee wishes to extend the contractually agreed rental period by the downtime or by a longer period, a new rental agreement between the contracting parties (or an agreement extension) is required.
- 10.3 Periods of downtime continue to be considered part of the rental period. The lessee must pay the full agreed monthly rental fee for periods of downtime and, if a period of downtime is less than one (1) month, the daily pro rata monthly rental fee (1 day equals 1/30) shall be owed. No proof is required for periods of downtime; a reduction in the owed rental fee due to periods of downtime affecting the rental equipment is excluded.

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## 11. Liability for loss

The lessee is liable for loss of the rental equipment or parts of the rental equipment due to theft, burglary, or robbery, and damage caused by third parties (such as vandalism or property damage).

## 12. Special obligations of the lessee

12.1 The lessee is obliged to protect the rental equipment from damage, in particular from excessive strain in any way, and to avoid any excessive demands to the technical components of the rental equipment. In the vicinity of live overhead power lines or underground cables, the lessee shall take the necessary precautions to prevent damage to the rental equipment due to electrical arcing or short circuiting. If necessary, live power lines must be switched off by the operator during operation of the rental equipment if the required safety distance cannot be maintained.

12.2 The lessee is obliged to

- a) ensure regular, proper, and professional maintenance, servicing, regular inspections in accordance with the relevant accident prevention regulations and care of the equipment in accordance with the manufacturer's operating instructions provided, at their own responsibility and expense;
- b) use lubricants, cleaning agents, and other operating materials only in perfect condition and as specified by the manufacturer;
- c) exercise responsibility in carrying out repairs and bearing the costs thereof if these are caused by external influences or improper handling of the rental equipment by the lessee themselves or by third parties for whom the lessee is responsible.

12.3 The materials required for maintenance and care must be obtained from Wasel Turmdrehkrane GmbH, unless Wasel Turmdrehkrane GmbH declares that the materials can be procured elsewhere.

12.4 The lessee is obliged to protect the rental equipment against weather influences as far as possible and to ensure adequate monitoring and sufficient protection against unauthorized interference by third parties.

12.5 The lessee is obliged to keep a logbook for the crane and to submit it to the lessor when returning the crane.

12.6 The lessee shall not be entitled to make any structural alterations or engineering changes to the rental equipment, in particular additions and built-in components, without the prior written consent of the lessor, nor to remove any labels attached by the lessor.

12.7 The lessee may not grant third parties any rights to the rental equipment (sublease agreement, lending, transfer of use, etc.) or assign rights under this agreement.

12.8 If a third party asserts rights to the rental equipment through confiscation, seizure, or similar rights, the lessee shall be obliged to notify the lessor in writing without delay and to inform the third party in writing that the rental equipment is not the lessee's property.

12.9 The lessee shall not be entitled to attach third-party advertising to the rental equipment without the lessor's prior

written consent.

12.10 The lessee ensures the protection of the rental equipment from exposure to any special hazards, such as electrical arcing, sandblasting, or painting work, or work in the immediate vicinity of bodies of water.

12.11 The use of the rental equipment near bodies of water, on bridges, pontoons, or offshore drilling platforms is only permitted with the lessor's prior consent.

## 13. Lessee obligations regarding insurance

13.1 The lessee shall procure insurance for the rigging, cables, remote control, and glass parts of the rental equipment at their own expense

- a) covering impact or crash of an aircraft, its parts, or its cargo;
- b) covering frost, moving ice, and flooding;
- c) covering loss as a result of theft, burglary, or robbery; and
- d) covering damages to property due to operating errors, clumsiness, intentional actions, or intentional actions by third parties (vandalism, property damage, etc.).

The lessee is aware that this insurance coverage can be claimed under the 2008 General Conditions for the Machinery and Comprehensive Insurance of Mobile or Transportable Equipment (ABMG 2008).

13.2 The lessee must also maintain business liability insurance that adequately covers personal injury and damages to property caused by the lessee, their representatives, or vicarious agents when using the rental equipment.

13.3 Upon request, the lessee must provide Wasel Turmdrehkrane GmbH with proof of the conclusion and/or existence of the above-mentioned insurance policies. In the event of damage, the lessee shall already assign their claims against the insurers to Wasel Turmdrehkrane GmbH. Wasel Turmdrehkrane GmbH hereby accepts the assignment.

## 14. Lessee obligations in the event of damage

14.1 In the event of damage, the lessee shall notify Wasel Turmdrehkrane GmbH and the insurer immediately, stating the time and cause of the damage and the extent of the damage. The lessee shall preserve any recourse claims against third parties and otherwise comply with their legal obligation to mitigate loss.

14.2 In the event of damage, Wasel Turmdrehkrane GmbH shall be commissioned with the repair work unless Wasel Turmdrehkrane GmbH agrees to another method of repair.

14.3 The lessee must ensure that Wasel Turmdrehkrane GmbH has access to the rental equipment at all times for the purpose of assessing and repairing the damage.

## 15. Right to inspect and examine the rental equipment

15.1 The lessor shall be entitled to inspect the rental equipment at any time or to have it inspected by an agent, and, after prior agreement with the lessee on the date and time of the inspection, to inspect it themselves or have it inspected by an agent at any time. The lessee shall be obliged to facilitate

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this inspection for the lessor in every way possible. The costs of the inspection shall be borne by the lessor.

- 15.2 The lessor and lessee shall be entitled to inspect the rental equipment themselves or have it inspected by an agent before handing it over at the beginning of the rental agreement and before returning it at the end of the rental agreement, and to have a handover report drawn up. The costs of the inspection shall be borne by the contracting party who initiated the inspection.
- 15.3 Both contracting parties shall carry out a joint final inspection of the rental equipment and draw up a return receipt before the rental equipment is returned at the end of the rental period.
- 15.4 If there is disagreement between the contracting parties about the condition of the rental equipment, the rental equipment shall be inspected by an expert in construction cranes at the request of one of the parties. If the parties cannot agree on an expert, the expert shall be appointed by the Cologne Chamber of Industry and Commerce (in Germany). The expert shall determine the extent of the defects and damage, the estimated costs of repair, and the time required for the work; this person shall record this information in an expert opinion. The costs of the expert opinion shall be borne by the lessee, insofar as the lessee is responsible for the costs of repairing the damage. The expert opinion shall be binding for both contracting parties.

## 16. Defects

- 16.1 The lessee shall give notice to the lessor of any externally visible defects immediately, but no later than five (5) calendar days after notification of operational readiness of the rental equipment.
- 16.2 If a defect becomes apparent during commissioning or during the rental period of the rental equipment, the lessee shall notify the lessor immediately, but no later than five (5) calendar days after discovery of the defect.
- 16.3 Notifications of defects shall be made in writing. If the notification is made in person or by telephone, the lessee shall confirm it in writing within three (3) calendar days. The date of receipt by the lessor shall be decisive for compliance with the deadlines for notification of defects or their written confirmation.
- 16.4 After expiry of the complaint periods, the rental equipment shall be deemed to be in accordance with the agreement.
- 16.5 In the event of a notification of defects, the lessor shall be entitled to remedy the defect or to provide a piece of functionally equivalent rental equipment. The lessee must ensure that the lessor can perform any repairs without hindrance. The lessee cannot assert any warranty or damage claims if the lessor does not have access to the rental equipment.
- 16.6 No warranty is provided for defects arising from the following reasons:
  - a) unsuitable or improper use of the rental equipment;
  - b) incorrect assembly or commissioning by the lessee or third parties not engaged by the lessor for this purpose;
  - c) incorrect or improper handling of the rental equipment, in particular failure to comply with the lessee's obligations as set out in these General Terms and Conditions;

d) use of unsuitable operating materials.

- 16.7 It cannot be ruled out that the remote control will fail due to radio interruptions or cancellation of the radio signal due to reflection or other external circumstances that may be within the transmission range; these are not the responsibility of the lessor. This does not constitute a malfunction of the remote control.

## 17. Limitations of liability

- 17.1 The lessor's liability for minor negligence in carrying out insignificant contractual obligations is excluded. Insofar as the lessor is liable for minor negligence of contractual duty, this liability shall be limited to the average direct damage typical for the agreement and foreseeable according to the nature of the breach of duty. The above limitations of liability do not affect the lessee's claims arising from product liability. Furthermore, the limitations of liability do not apply in the event of physical injury or damage to health that can be attributed to the lessor or in the event of loss of life that can be attributed to the lessor. Insofar as the lessor's liability is not excluded, claims for damages shall become time-barred within one (1) year of the lessee becoming aware of the circumstances giving rise to the claim or of the grossly negligent ignorance thereof. This shall not apply if the lessor can be accused of malice.
- 17.2 If the lessee insists on performance in the event of default by the lessor, the lessee may demand compensation from the lessor for the damage demonstrably caused by the default up to a maximum of twice the monthly rental fee. This limitation shall not apply in the event of culpable intent or gross negligence on the part of the lessor.

## 18. Return of rental equipment – statute of limitations

- 18.1 The rental equipment shall be returned at the end of the rental period by collection of the rental equipment by the lessor, if delivery free to the jobsite was agreed, or by return delivery by the lessee to the lessor's machinery depot, if collection from there by the lessee was contractually agreed.
- 18.2 If the lessor wishes the rental equipment to be returned to a different location, they shall notify the lessee of this in good time, at least ten (10) days before the end of the rental period. The lessor shall be obliged to inform the lessee of the assembly site of the rental equipment when passing it on to a subsequent lessee. In this case, the lessee is obliged to transport the rental equipment to the specified location. The lessor shall reimburse the lessee for any additional costs incurred by the lessee for returning the rental equipment to a location other than the place of collection. This does not apply to costs that would have been incurred for returning the rental equipment to the place of collection (also referred to as "inevitable costs"). Any savings in transport costs shall benefit the lessee.
- 18.3 The lessee is obliged to notify the lessor of the intended return of the rental equipment in writing two (2) weeks before the return date. Notification may also be made in person or by telephone. If the notification is made in person or by telephone, the lessee must follow it up in writing within three (3) calendar days.
- 18.4 The lessee must return the rental equipment to the lessor in the condition in which it was delivered, taking into account the wear and tear resulting from contractual use and in

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accordance with the principles set out in Section 11 – Special obligations of the lessee.

18.5 Notwithstanding Section 548 of the German Civil Code, the limitation period for claims for compensation by Wasel Turmdrehkrane GmbH and the lessee's right of removal shall be extended to one year.

## 19. Operating personnel

19.1 Unless otherwise agreed, the lessor shall not provide operating personnel for the rental equipment. If the lessor provides their own assembly personnel or crane specialists for the installation and dismantling or assembly and disassembly and/or commissioning of the rental equipment, the separate agreements between the contracting parties on the assembly of tower cranes (General Assembly Terms and Conditions) shall apply.

19.2 The lessee is obliged to select, train, and supervise their operating personnel in accordance with the applicable regulations of the construction trade association on the operation of construction cranes and tower cranes. In this regard, the lessee shall undertake to comply with the VDI 2194 Guideline from the German Association of German Engineers on the selection and training of crane operators and the accident prevention regulations for cranes (German Social Accident Insurance regulations, BGV, D6).

19.3 In addition, the lessee shall observe the relevant technical rules, the machine manufacturer's operating instructions, and any special operating instructions provided by the lessor.

19.4 Furthermore, the manufacturer's load capacity tables and all relevant accident prevention regulations of the construction trade association for the operation of construction cranes and tower cranes, including the accident prevention regulations for load-bearing equipment in hoisting operations (VGB 9a), insofar as they apply to tower cranes, as well as the trade association principles on selection, training, and certification of crane operators (Principles of the German Employers' Liability Insurance Association, BGG, Sect. 922) apply exclusively and as binding conditions to the lessee and their operating personnel.

19.5 In addition, the lessee shall be liable for compliance with the jobsite regulations and all other legal provisions relevant to the operation of their business; in particular, the lessee shall be liable for the stability of the subsoil for the crane locations at the jobsite and the design situation of the corner foundations regarding load-bearing capabilities and proper size in accordance with DIN 1054: Permissible Loading of Subsoil.

19.6 If, in exceptional cases, the lessor provides operating personnel for the rental equipment, this does not release the lessee from their other obligations under the underlying rental agreement or their additional employer obligations.

19.7 The agreed hourly rates plus any overtime surcharges for the actual working hours of the operating personnel provided by the lessor shall apply. In addition, there are collectively agreed travel allowances, travel expenses, additional meal expenses, costs for trips home to visit family, and travel expenses for journeys to and from the jobsite – all at the customary and reasonable rates for the industry. In the absence of collectively agreed remuneration, the usual remuneration for comparable operating personnel (machine operators or crane operators

for construction cranes and tower cranes) at the place of work shall apply.

19.8 The lessee must provide the lessor with the working hours of the lessor's operating personnel in a suitable form (reports logs) on a weekly basis and at the time requested by the lessor, ensuring that they are accurate and complete.

19.9 The lessee shall be entitled to assign the operating personnel provided by the lessor to other reasonable, comparable work during the period of decommissioning or downtime of the rental equipment, while continuing to pay the agreed remuneration. This shall not apply if the operating personnel are granted leave for the duration of the decommissioning or downtime after consultation with the lessee or can be deployed elsewhere by the lessor. In this case, the lessee's obligation to pay remuneration under Section 18.7 shall not apply.

19.10 Maintenance and repair work for maintenance and repair measures for which the lessee is responsible shall be subject to separate remuneration if the maintenance and repair work is carried out by the lessor's operating personnel outside the actual operating hours.

## 20. Final provisions

20.1 Any amendments to this agreement or any subsequent agreements must be made in writing in order to be deemed legally effective. This also applies to amendments to this written form requirement.

20.2 Applicable law/place of jurisdiction:  
The law of the Federal Republic of Germany shall exclusively apply to the contractual relationship with the exclusion of the conflict of law rules of private international law. The exclusive place of jurisdiction for both contracting parties and all current and future claims arising from the business relationship is Cologne (in Germany), including for actions relating to checks and bills of exchange.

20.3 Severability clause:  
Should any provision of this agreement be or become invalid, or should the agreement contain any loopholes, this shall not affect the legal validity of the remaining provisions which will remain in full force and effect.  
In case of an invalid provision, the parties oblige to agree upon a provision which corresponds to the meaning and purpose of this agreement.

**Please note:** The German version of these General Terms and Conditions, which formed the basis of the English language translation provided here as a courtesy, is the legally binding version.