

## Terms and Conditions Plasmatrete SAS

### 1. Scope of the Terms

- 1.1. We conclude our contracts exclusively in accordance with our General Terms and Conditions of Hire and the general provisions set out below. These terms and conditions also apply to all future business dealings, even if they are not specifically agreed upon again. Deviations from our terms and conditions are only valid if confirmed in writing by us. The customer's own terms and conditions, even in written form, will not be accepted by us and are not binding on us, even if we do not expressly object to them.
- 1.2. The requirement for written form, within the meaning of these terms, is also met by means of emails and faxes.

### 2. Conclusion of the contract, Subject matter of the contract

- 2.1. Our quotations are non-binding. Verbal and telephone agreements shall only be valid if confirmed in writing by us
- 2.2. Documents relating to our offers, such as brochures, illustrations, etc., are to be regarded as approximate unless we explicitly state that they are binding. Our order confirmation alone is decisive for the quality/performance of the rental equipment.
- 2.3. The rental equipment is CE-certified and complies with the standards and regulations in force within the EU. It is the customer's responsibility to assess any potential use outside the EU.

### 3. Condition of the rental equipment and notification of defects

- 3.1. The rental equipment we supply to the customer is free from defects and in a clean and operational condition.
- 3.2. The customer is obliged to inspect the hired equipment upon receipt for defects and, if a defect is detected, to notify us in writing. The costs of repairing defects in hired equipment provided in a condition that is not free from defects and not in working order shall be borne by us.
- 3.3. If the hired equipment is not in perfect working order and we fail to remedy the defect within a reasonable time, the customer may terminate the contract. The assertion of other legal rights shall not be affected by this provision.

### 4. Customer's obligations

- 4.1. The customer undertakes to follow the operating and maintenance instructions correctly and to ensure that the equipment is used only by personnel with the necessary knowledge and skills – in particular regarding the operation of high-voltage plasma systems. All costs arising from damage caused by improper handling of the rental equipment shall be borne by the customer.
- 4.2. The customer is liable for their own wilful misconduct and intentional or negligent acts of their employees and other third parties throughout the duration of the rental of the equipment within the operational area.

### 5. Calculation of the rental fee

The calculation is based on a weekly basis. Invoices will be issued at 14-day intervals and are payable upon receipt.

### 6. Right to inspect and check the rental equipment

- 6.1. We are entitled, at any time, to inspect the rented equipment or to have it inspected by an authorised third party.

- 6.2. The customer is entitled to inspect the rented equipment themselves or to have it inspected by an authorised third party before returning it to us. This inspection must be recorded in a report to be signed by both parties. The cost of this inspection shall be borne by the customer.

## **7. Risks and insurance**

- 7.1. The customer must ensure that damage to and/or destruction of the hired equipment and/or negligence on the part of the principal are covered by their third-party liability insurance. They must also insure the hired equipment at replacement value against fire, burglary, water damage and any mechanical breakdown. The insurance company must be based in Germany. The customer undertakes to provide proof of their existing insurance cover at our request by presenting a confirmation from the insurance company or the insurance policy. If the customer fails to comply with this obligation or if we find that the existing insurance cover does not meet our requirements, we shall be obliged to take out insurance covering our requirements at the customer's expense. In such cases, the customer assigns to us all insurance claims arising from damage to or loss of the hire equipment caused by the customer's negligence.
- 7.2. Any loss of equipment due to break-in, theft or other causes at the place of use shall be borne by the customer.
- 7.3. In the event of damage to or loss of the hired equipment, the customer must inform us immediately, stating the time and cause of the incident as well as the extent of the damage.
- 7.4. The customer must ensure that damage to and/or loss of the hire equipment resulting from the customer's actions and/or omissions is covered by their commercial liability insurance policy. The customer must also insure the equipment for its replacement value against fire, burglary, water damage and any mechanical breakdown. The insurance company has its registered office in Germany. The customer undertakes to provide proof of their existing insurance cover at our request by presenting a confirmation from the insurance company or the insurance policy. If the customer fails to comply with this obligation or if we find that the existing insurance cover does not meet the requirements of our request, we shall be obliged to obtain insurance covering our requirements at the customer's expense. In such cases, the customer assigns to us all insurance claims arising from damage to or loss of the hire equipment.
- 7.5. Any loss of equipment due to break-in, theft or other causes at the place of use shall be borne by the customer.
- 7.6. In the event of damage to the hire equipment, the customer must inform us immediately, stating the time and cause of the incident as well as the extent of the damage.
- 7.7. Following an accident or loss of rental equipment, the customer's obligation to pay rental fees ceases on the day the incident occurred. In the event of loss of rental equipment due to the customer's fault, the customer undertakes to reimburse us for the current value of the rental equipment at the time of its loss. In the event of damage to the hire equipment due to the customer's fault, the customer undertakes to bear the cost of repair. We hereby reserve the right to assert claims for additional damages.

## **8. Maintenance and replacement of wear parts**

- 8.1. The customer undertakes to keep the hired equipment in good condition and working order by following our instructions for use and maintenance, and to protect it from overloading of any kind. The customer is obliged to clean the hired equipment of any operational residues before returning it.
- 8.2. All repairs, including the fitting of spare parts necessary for the proper functioning of the rental equipment, must be carried out exclusively by us. Cleaning costs shall also be borne by the customer.
- 8.3. The cost of repairs resulting from normal wear and tear shall be borne by us.

## **9. Protection of property**

- 9.1. The customer is not permitted to make irreversible alterations to the hired equipment, including fixed or non-fixed accessories, nor to remove the hire labels without our consent.
- 9.2. The lessor may grant rights to third parties in respect of the hired equipment or assign the rights under this contract.
- 9.3. If a third party asserts a right of attachment, opposition or in rem right to make claims against the rented items, the customer is obliged to notify us of this and to inform the third party of our ownership rights.

## **10. End of the lease, termination of the rental**

- 10.1. Unless a specific term has been agreed, the lease shall end upon expiry. However, the contract may be terminated for practical reasons at any time, subject to 30 days' notice. Notice of termination must be given in writing.
- 10.2. Regardless of when the termination takes effect, we are entitled to claim payment of the rental charges up to the date of return of the rental equipment.
- 10.3. The return date is defined as the day on which the rental equipment is received by us. This provision applies regardless of whether bears the cost and risk of transporting the rental equipment.

## **11. Return of Rental Equipment**

- 11.1. The customer shall bear the costs of returning the rental equipment to the destination.
- 11.2. In the event that the rental equipment is returned in a condition where it is evident that the customer has failed to comply with their maintenance and servicing obligations, payment of the rental fees shall be extended for the entire period necessary to carry out the repairs that were omitted due to the breach of contract. These repairs shall be carried out by us at the customer's expense.

## **12. Limitation of Liability**

- 12.1. Our liability for defects in the rental equipment is subject to the limitations set out below: The customer shall have no right to claim compensation for defects in the rental equipment, unless such defect is attributable to wilful misconduct or gross negligence on our part, or if the rectification of the defects is delayed by us through wilful misconduct or gross negligence. Our liability for consequential damages is excluded, except in cases of wilful misconduct, gross negligence or breach of contract. To the extent that we are liable for any damage caused by a defect, our liability is limited to foreseeable damage not attributable to exceptional circumstances. The above limitation of liability shall not limit the customer's right to claim damages for injury to life, limb or health, or in the event of the death of the customer or their agents. This is without prejudice to the customer's warranty rights as provided by us, as well as in cases of fraudulent concealment of a defect.
- 12.2. The following restrictions apply to our contractual and non-contractual (tortious) liability and liability for breach of duty of care. The burden of proof to justify a limitation of liability or a defence of s lies with us.  
We shall not be liable for the culpable breach of essential contractual obligations. Claims for damages arising from the breach of essential contractual obligations shall be limited to the typically foreseeable contractual damage, provided that the breach of essential contractual obligations was not caused intentionally or through gross negligence.  
A limitation of liability shall not apply if we are liable for injury to life, limb or health.
- 12.3. The limitations set out below apply to our contractual and non-contractual (tortious) liability and to liability for defects at the time of conclusion of the contract. The burden of proof for the facts justifying a limitation of liability or exclusion of liability lies with us.

We shall not be liable for negligent breaches of minor contractual obligations. Claims for damages arising from breaches of essential contractual obligations are limited to the typically foreseeable contractual damage, provided that the breach of essential contractual obligations was not caused intentionally or through gross negligence. No limitation of liability shall apply insofar as we are liable for injury to life, limb or health.

### **13. Miscellaneous**

13.1. The contractual relationship between us and the customer is governed by German law.

13.2. The place of jurisdiction is Évry, France. We are entitled to bring proceedings against the customer at their place of business.

13.3. Neither party shall be entitled to set off claims against counterclaims arising from the contractual relationship, unless the claim is undisputed or legally established. The same applies to the exercise of any rights of retention. Any right of the customer to a reduction in rental charges in accordance with Section 536 of the German Civil Code (BGB § 536) remains unaffected.

13.4. The contractual relationship between us and the customer is governed by French law.

13.5. We shall be entitled to bring legal proceedings against the customer at the place of its registered office.