



## **General terms and conditions of business of HPS Rental GmbH (status: 04/2020)**

### **§ 1 Scope and general information**

(1.) These general terms and conditions (GTC) apply to all rentals and other contracts concluded by HPS Rental GmbH vis-à-vis entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or with special funds under public law.

(2.) Deviating or conflicting terms and conditions of the lessee and / or purchaser (hereinafter referred to as "customer") only apply if and insofar as we expressly acknowledge them in writing. Our silence on such deviating conditions is in particular not an approval or recognition, not even in future contracts.

(3.) Our general terms and conditions apply instead of any purchase conditions of the customer even if the acceptance of the order is intended as unconditional acceptance of the purchase conditions or we deliver or hand over to the customer upon reference to the validity of his general purchase conditions, unless we have expressly waived our terms and conditions.

(4.) The exclusion of the customer's general terms and conditions also applies if these general terms and conditions do not contain any separate provisions.

(5.) By accepting our order confirmation, the customer expressly acknowledges that he waives his legal objection derived from the purchase conditions.

### **§ 2 offer and conclusion of contract**

(1.) Our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period.

(2.) Relevant for the legal relationship between us and the tenant is the contract concluded in writing, including these terms and conditions and the delivery note with handover protocol.

(3.) Verbal commitments on our part before the conclusion of a contract are legally non-binding and will be replaced by the written contract unless the written contract expressly states that these verbal commitments remain binding.

(4.) Information and explanations regarding our products and services are provided solely on the basis of previous experience. They do not represent any properties or guarantees in relation to our products. The stated values are to be regarded as average values of our products.

(5.) The customer must notify us in writing of any special requirements for our products in good time before the contract is concluded. However, such notices do not expand our contractual obligations and liability. Unless otherwise expressly agreed, we are not responsible for the fact that our products and / or services are suitable for the purpose pursued by the customer.

(6.) Additions and changes to the agreement, including these terms and conditions, must be in writing to be effective. This also applies to a change to the agreed written form requirement itself. With the exception of our managing directors, our employees are not authorized to make verbal agreements that differ from this. In order to maintain the written form, transmission by email is sufficient, provided the copy of the signed declaration is sent.

(7.) The contract is only concluded in the course of business if we confirm the order in writing or in text form with an order confirmation. The order confirmation only applies on the condition that any outstanding arrears are paid by the lessee and that a credit check by the

customer made by us remains without negative information.

### **§ 3 Our services**

(1.) Our service consists of the provision of rental objects (especially high-pressure pump units and accessories) for self-use for the tenant at a location specified by the tenant and for a period specified by the tenant (rental agreement). The additional assignment of qualified operating personnel by us requires a separate agreement.

(2.) The tenant is entitled, in accordance with the order confirmation, to use the rented object within the scope of its contractual use and its technical uses and any operating personnel we may have made available in terms of type, location and time by means of specific instructions given by the tenant in the context of the free use of contractually agreed use.

(3.) Our service relates exclusively to the transfer of use of the rental object specified in the order confirmation, if necessary with operating personnel. We do not owe any specific performance success beyond the assignment, unless otherwise agreed in an individual contract.

(4.) If we agree with the tenant to provide a rental object with operating personnel, this is a vicarious agent with regard to the specific operation of our rental object. With regard to the concrete use of the rental equipment on site, the operating staff we provide is under the organizational sovereignty of the lessee and is only active as a vicarious agent of the lessee.

### **§ 4 rental period / appointment**

(1.) The rental period of the rental object provided by us is determined according to the order confirmation. If a rental period is not defined in the order confirmation, the rental period begins on the day the rental item is handed over to the tenant. This is the day on which the rented item is loaded on the HPS Rental GmbH premises or at the location specified by us for transport to the customer or handed over to a carrier.

(2.) If the rental object is not in a usable condition at the time of arrival at the place of installation and the tenant has notified HPS Rental GmbH of this immediately (obligation to give notice of defects), the rental period only begins when the defect has been remedied. This point in time and the contractual usability of the rented property are to be determined jointly by the contracting parties. Agents can also be authorized to do this. If the tenant refuses to participate in determining the fitness for use after the defect has been remedied, the rental period begins on the day after the defect has been remedied.

(3.) The rental period ends on the day the rental object arrives on the HPS Rental GmbH premises.

### **§ 5 delivery time and consequences of default**

(1.) Delivery dates are only binding if we have confirmed them in writing (making an appointment). The beginning of the specified delivery time requires the clarification of all technical questions, in particular the submission of any documents, permits and releases to be obtained from the tenant.

(2.) There is no missed deadline on our part if the customer is responsible for the timely and proper fulfillment of agreed advance payments, in particular the provision of an agreed rental deposit, and as a result the rental object is not made available in good time. The exception of the unfulfilled contract remains reserved.

(3.) Exceeding deadlines of up to 24 hours, in particular due to technical defects or unpredictable failure of the operating personnel provided by us (illness), do not entitle the tenant to withdraw from the contract. The tenant is only entitled to withdraw from the contract in accordance with the statutory provisions if the 24-hour period has expired and we were unable to remedy the situation within this period.

(4.) In the event of circumstances that are unforeseeable or unavoidable for us, which complicate, delay or make impossible the granting

of the use of the rented property (official intervention, operational disruptions, industrial disputes, pandemics, export bans, failure of supply systems, delays due to traffic disruptions, bomb alarm, unavoidable events in third-party companies, in particular for the delivery of spare parts or repairs), entitle HPS Rental GmbH to extend the use license for the duration of the disability. In the event that it is impossible to grant the use, we are entitled to withdraw from the rental agreement in whole or in part. In this case, the lessee's consideration will be returned.

(5.) If the tenant is in default of acceptance or culpably violates other cooperation obligations, we are entitled to demand compensation for the damage incurred, including any additional expenses. Further claims remain reserved. In these cases, we are entitled to dispose of the rental device elsewhere after a reasonable period has been set and has expired without result.

(6.) If the underlying rental agreement is a fixed transaction, liability is assumed according to the legal provisions, §§ 326 V, 326I 1, 275 I BGB. Likewise, liability is based on the general statutory provisions if, as a result of a delay in delivery for which the lessor is responsible, the purchaser is entitled to assert that his interest in the further fulfillment of the contract has ceased.

(7.) HPS Rental GmbH is also liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which we are responsible. The fault of our representatives or vicarious agents is attributable to HPS Rental GmbH. If the delay in delivery is not due to a breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.

(8.) In addition, in the event of a delay in delivery, we are liable for every full week of delay in the form of a flat-rate compensation for delay in the amount of 5% of the daily rent, but limited to a maximum of 10% of the agreed order amount.

(9.) Other mandatory legal claims and rights of the tenant are reserved by the aforementioned.

(10.) Unless otherwise agreed, liability for the consequences of delayed delivery is excluded.

## **§ 6 remuneration**

(1.) The remuneration is based on the contractual agreement. The order confirmation is decisive.

(2.) The rent is measured according to calendar days, weeks or months. The minimum rents are mandatory. The minimum rental period is 7 days for daily rentals, 2 weeks for weekly rentals and 2 months for monthly rentals. The applicable VAT is added to the contractually agreed rent. If there is no explicit rent calculation, the current list price plus statutory VAT at the time of delivery is deemed to be agreed.

(3.) If there are more than four months between the order confirmation and the execution of the order, we are entitled to adjust the agreed rent accordingly, in particular in the case of internal cost increases (personnel, supplies), but not higher than 10% of the net rent originally agreed in the order confirmation.

(4.) The tenant bears the freight costs for the delivery and return delivery of the rental item in addition to the rent. Likewise, any loading and unloading costs, as well as connection assembly costs. In addition, the tenant bears the costs for all operating materials and wearing parts. This does not apply if the freight costs are caused by a defect for which the lessor is responsible and if nothing else has been agreed in individual cases. In the case of repairs on the rental object that are to be represented by HPS Rental Personnel, the lessee bears the costs for the arrival and departure, accommodation costs and additional meals.

(5.) HPS Rental GmbH has the right to exchange the rental object during the tenancy for a rental object that is equally suitable for the contractual use. The exchange must be announced to the customer at least 24 hours in advance. In this case, the purchaser is obliged to provide access and loading options for device replacement. In the aforementioned case,

the freight costs are borne by HPS Rental GmbH.

(6.) If the rental object is rented with operating personnel, Section 6 (1) applies accordingly, with the proviso that the tenant has to bear the costs incurred in connection with a weekly personnel exchange in addition to the rent and personnel costs.

(7.) All prices are ex works or ex warehouse and generally in EURO net excluding sea and air transport packaging, freight, postage, plus customs and other fees and public charges for the delivery / service.

(8.) Invoice amounts are payable immediately and without any deduction, unless otherwise agreed. The date of receipt of payment by us is decisive. Payment by check is excluded. The regulation of § 286 Abs. 3 BGB, according to which a delay in payment occurs within 30 days after the due date and receipt of an invoice, remains unaffected. We are entitled to claim default interest and default damage in accordance with the statutory provisions.

(9.) If the customer is more than 7 calendar days in arrears with the payment of a due amount, the landlord is entitled to collect the rental objects at the expense of the tenant, who must allow access, and to dispose of them otherwise without having to terminate without notice. The claims to which the landlord is entitled from the contract remain, unless they have become irrelevant through the collection. HPS Rental GmbH must, however, take into account that which, after deducting the costs incurred by the retrieval and further disposal, through malicious use of the rental object, in particular through new letting, has acquired or has maliciously failed to acquire.

(10.) The tenant is contractually prohibited from exercising a right of retention against the claims of HPS Rental GmbH, provided that the right of retention is not based on the same contractual relationship.

(11.) The tenant can only offset claims that are undisputed or legally established.

(12.) We are entitled to perform or provide our contractual services only against advance payment or security if, after the conclusion of the rental agreement, circumstances become known which are likely to significantly reduce the tenant's creditworthiness and through which the payments of our open claims are endangered by the tenant from the specific contractual relationship or other contracts.

#### **§ 7 Defects in the rental items**

(1.) The rental items are dispatched by HPS Rental GmbH in a perfect and ready-to-use condition or made available for collection.

(2.) After receiving / taking over the rental objects, the lessee must check them immediately and notify the lessor of any visible defects immediately, at the latest before commissioning. After the notice period has expired, the rental items are deemed to have been delivered in accordance with the contract. The tenant can carry out a test run before use. Any malfunctions or defects must be reported to us immediately by telephone or in writing.

(3.) If there are defects, damage or malfunctions during the rental period, the tenant must report them to the landlord immediately after discovery.

(4.) If there is a defect during commissioning or during the rental period, which the tenant is not responsible for and which necessitates the decommissioning of the rented property, the rental period will be notified immediately after notification of the defect in accordance with § 7 (3). Gels interrupted until it is remedied. Otherwise, Section 5 (4) applies.

(5.) Insofar as there is a defect in the rental object for which we are responsible, we are entitled, at our own discretion, to provide supplementary performance in the form of remedial measures or by delivery of another non-defective rental object. In the event of a defect being rectified, we are obliged to bear all expenses required for the purpose of remedying the defect, in particular transport, labor and material costs, provided that these do not increase due to the fact that the rented item is located at a location other than the place of

performance has been spent. In order to remedy the defect as quickly as possible, the tenant must give us the opportunity to repair it immediately and, with due consideration for his operating procedures, ensure free access to the rental object. Furthermore, the lessee is obliged, if necessary, to interrupt his work for the duration of the repair, provided that this is reasonable. The lessee is liable to us for consequential damage from knowing how to work with a defective device.

(6.) If the subsequent performance fails, the lessee is entitled to choose to withdraw from the contract or to reduce the rent.

(7.) HPS Rental GmbH is liable according to the statutory provisions if the tenant asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as no intentional breach of contract is proven, the defect-related liability for damages is limited to the foreseeable, typically occurring damage.

(8.) HPS Rental GmbH is also liable in accordance with the statutory provisions if we have culpably violated an essential contractual obligation. In this case, too, liability for damages is limited to the foreseeable, typically occurring damage.

(9.) Insofar as the tenant is entitled to compensation for the damage instead of the service, HPS Rental GmbH's liability is also limited to compensation for the foreseeable, typically occurring damage.

(10.) Statutory liability for culpable injury to life, limb or health remains unaffected.

(11.) Unless otherwise stipulated above, further liability is excluded. The exclusion of liability also applies if third-party devices are stored on the premises of HPS Rental GmbH. In particular, no liability is assumed for damage to devices that result from incorrect or inadequate precautions by the customer or owner (e.g. lack of frost protection) or that are caused by other third parties or by weather influences.

(12.) Insofar as the liability for damages for HPS Rental GmbH is limited or excluded, this also applies with regard to the personal liability for damages of the employed managing directors, employees, employees, representatives and agents of the lessor.

(13.) The limitation period for deficiency-related claims is 12 months from the transfer of risk.

## **§ 8 transfer of risk**

When the rented object is handed over to the tenant or picked up by the tenant or if the lessee defaults on acceptance, the risk of accidental loss and accidental deterioration of the rented object passes to the lessee.

## **§ 9 Obligations of the tenant**

(1.) The lessee will carefully plan the use of the rental object that we have made available for use in his area of business and will expertly review the service we offer and state his technical performance requirements for the product to be rented. We do not review the customer's requirements. On request, we can hold a consultation about the use and safety regulations of our devices. The tenant will be informed of any processing obstacles that become known to us as soon as we become aware of them.

(2.) Upon transfer of risk, the rented item is in the care of the lessee. The intended use of the rental device that we have left at the installation site itself is the sole responsibility of the lessee.

(3.) The tenant has to comply with his obligation to give notice of defects if he finds damage.

(4.) The lessee is entitled to give instructions to the operating personnel provided by us regarding the specific use of the rental object provided by us, beyond the operation and function of the device. The operating personnel provided by us may only be used to operate the rental device that we have left for use. The above does not apply to service employees of HPS Rental GmbH. The tenant will inform the staff provided by us about the condition of the

construction site and instruct them about specific local conditions, in particular safety precautions. Instructions from the tenant to operating personnel are at the tenant's own risk. The lessee remains responsible for incorrect use of our rental device during the execution, even if any damage caused is due to errors caused by the operating personnel we have provided. The staff provided by us is entitled to object to the tenant's instructions being followed if this instruction leads to improper use of the rental object or if it does not comply with occupational safety regulations, including working hours.

(5.) The tenant is responsible for the usability of the rental objects at the location determined by him. The tenant ensures compliance with the general rules of occupational safety on the construction site. In addition, the tenant must carry out the maintenance and care properly and professionally at his own expense. Required spare parts can be obtained from HPS Rental GmbH. In particular, he is obliged to comply with the operating and maintenance regulations and to carry out operational tests in accordance with the accident prevention regulations (UVV). The tenant may not make any changes to the rental object unless he has the express written approval of HPS Rental GmbH.

(6.) The tenant must allow access to HPS Rental GmbH and all persons determined by us to the rental object at all times, provided that reasonable consideration of its operating procedures is reasonable.

(7.) The tenant is obliged to refrain from overloading the rental objects. The tenant must observe the operating instructions and any separately agreed performance limits.

(8.) If repairs or repairs to the rental object become necessary, HPS Rental GmbH must be informed immediately by the lessee. It is to be agreed with HPS Rental GmbH who will carry out the repair at whose expense taking into account § 7. Required replacement parts are always available from HPS Rental GmbH.

(9.) The tenant may not grant third parties rights to the rental object (e.g. rent, loan), nor

assign rights under the respective contract with HPS Rental GmbH. Renting or lending to third parties requires written consent. Should a third party assert rights to the rented property through confiscation, attachment or the like, the lessee is obliged to notify HPS Rental GmbH immediately in writing and to notify the third party in writing about the ownership right of HPS Rental GmbH. The costs of any third-party lawsuit brought by HPS Rental GmbH will be borne by the lessee.

(10.) The tenant will provide suitable insurance protection that covers any environmental, property and personal damage during operation and during transportation with a liability of at least 5 million euros and especially during the rental period when operating the -insured damage or legal property violations at the expense of our staff or third parties and insured against the rental object.

(11.) The tenant guarantees that the rental device will be operated by trained personnel, provided that he has not ordered any operating personnel from HPS Rental GmbH. At the request and at the expense of the lessee, HPS Rental GmbH can instruct the lessee's staff before putting the rental property into operation. The operating instructions and warnings are mandatory.

(12.) The tenant is responsible for obtaining the public law permits required for the operation of the rental device at the installation site. If, upon arrival at the installation site, it can be determined that the necessary public permits are not or not fully available, we are entitled to refuse our performance until the necessary public permits are provided by the tenant. During this time, we are entitled to charge the full agreed rental price.

(13.) The lessee is not entitled to pump acid, radioactive or contaminated substances and other abrasive media, unless he has the express written approval of HPS Rental GmbH before delivery of the rental item.

(14.) The tenant takes appropriate measures to ensure that there is no pollution of the environment, in particular the soil, from the operation of the rental property. The removal of pollution

caused by the rental object, in particular by leaking operating materials and media to be pumped, is at the expense of the lessee. The tenant ensures the removal of dirt and environmental damage by means of suitable specialist personnel and bears the costs for this. The lessee must also inform the relevant authorities immediately if necessary.

### **§ 10 return delivery**

(1.) The rental period subject to rent ends after the lease expires on the day the rental items are returned to HPS Rental, provided that the rental items are available in a completely cleaned condition and with all the rented accessories. If the rental items are delivered by HPS Rental GmbH after close of business, the next day is deemed to be the rental date. The usual business hours of HPS Rental GmbH are decisive here.

(2.) If the rental objects are returned in a condition that shows that the tenant has not fulfilled their obligations, the rental period is extended by the time that is required to carry out the necessary repairs and cleaning. In addition, the tenant bears the cost of repairs.

(3.) The tenant bears the costs for the removal of defects and damage, as well as contamination due to use contrary to the contract, inadequate maintenance and cleaning of the rental objects. The repairs required to remedy the defects and damage must be announced to the lessee before the start of the repairs, depending on the scope and costs. If the parties cannot agree on the scope and costs, an expert must be consulted. The repairs are carried out by HPS Rental GmbH.

(4.) If the purchaser is unable to meet the obligation to return the rented property, the tenant is primarily obliged to provide equivalent replacement in kind. This also applies if the impossibility is due to reasons for which the tenant is not responsible or in cases of force majeure. If a replacement in kind is not possible, the tenant must provide replacement in cash. However, HPS Rental GmbH has the right to refuse a payment in kind offered by the tenant and to immediately demand compensation in cash. For the replacement service in cash,

the amount to be paid by the tenant, which is necessary for the procurement of an equivalent device. If an equivalent device is not available on the market, the lessee also bears the costs that are necessary to purchase a new device that is equally suitable. Until the full replacement service has been received, which must be recognized by HPS Rental GmbH as such in writing, the renter must continue to pay the agreed rent.

### **§ 11 termination**

(1.) A rental contract concluded for an indefinite period can be terminated by both parties on the day after the end of the following day.

(2.) The right to extraordinary termination of the rental contract for an important reason remains unaffected. An important reason exists in particular if the tenant violates an essential contractual obligation and this violation has not been remedied after setting a grace period, the tenant is in arrears with agreed payments, an application is made to open insolvency proceedings against the tenant's assets, the tenant uses the rental property improperly, the tenant violates his duty of care in a gross manner, circumstances arise which give rise to considerable doubts about his creditworthiness and there are considerable security deficiencies at the place of installation.

(3.) The right to extraordinary termination of a rental contract concluded for a specific or indefinite period is determined by the law in addition to the aforementioned of the other for both contracting parties.

### **§ 12 Purchase of equipment after prior lease**

(1.) If the tenant decides to purchase a new or used rental object while a rental agreement exists, the previous rental agreement ends on the day of transfer of ownership in accordance with the purchase contract, provided HPS Rental GmbH receives one when purchasing one New equipment returned on that day from the tenant the rental object in the contractual condition.

(2.) The costs incurred for the return delivery, in particular transport and loading costs, are borne by the lessee.

(3.) The property to be transferred remains the property of HPS Rental GmbH until the full contractual consideration, in particular the full payment of the purchase price (retention of title).

(4.) In the event of the purchase of equipment after pre-rental, these conditions apply accordingly to the processing of the purchase contract, unless otherwise agreed in an individual contract between the parties.

### **§ 13 liability and exemption**

(1.) Subject to the aforementioned and following exceptions, we are not liable, especially not for claims by the tenant for damages or reimbursement of expenses, regardless of the legal reason, for obligations arising from the contractual relationship.

(2.) HPS Rental GmbH is only liable for damage to the lessee if it was caused by intent or gross negligence on the part of HPS Rental GmbH. Further liability is excluded - regardless of the legal nature of the asserted claim.

(3.) HPS Rental GmbH is only liable for damage caused by gross negligence insofar as it was foreseeable for us at the time the contract was concluded, taking into account all relevant and known circumstances.

(4.) The liability of HPS Rental GmbH is limited to the amount of the contract value, unless the damage was caused by intent or gross negligence on our part.

(5.) HPS Rental GmbH's liability vis-à-vis the lessee for indirect or consequential damage, including but not limited to loss of production and use, loss of profit, business interruption, financial loss, regardless of the legal basis is excluded.

(6.) The lessee's liability towards HPS Rental GmbH for indirect or consequential damage, including but not limited to loss of production and use, lost profit, business interruption, financial loss, regardless of the legal basis, is excluded.

(7.) The tenant and HPS Rental GmbH indemnify and hold each other harmless, as do their

staff, their organs, directors and representatives, from and against any liability, loss or damage, claims, lawsuits, processes and associated costs (including appropriate attorney fees) and judgments in favor of third parties due to personal injury, property damage of all kinds caused by the actions or omissions of others, their staff, their organs, directors or representatives up to the amount of the liability insurance policy by HPS Rental GmbH. The tenant releases HPS Rental GmbH from all losses, claims and damage that go beyond the amount of the liability insurance policy of HPS Rental GmbH.

(8.) The parties are released from their contractual obligations if they cannot be met in whole or in part due to force majeure. Force majeure is considered to be unforeseeable events that prevent or delay the fulfillment of the contract due to war, threat, revolution, unrest, labor conflicts, infectious diseases, accidents, fire, strong wind, flood, landslide, or due to a law, an order, a notice, a government regulation or any other circumstance beyond the control of the party affected by force majeure that affects the performance of the contractual obligations. The other party must be informed immediately of force majeure. The parties undertake to keep the costs resulting from force majeure as low as possible. If the force majeure lasts longer than three days, both parties endeavor to find a mutually acceptable solution. If such a solution is not reached within fifteen days, either party can terminate the contract with 48 hours' notice. The aforementioned provisions in § 5 apply accordingly.

### **§ 14 final provisions**

(1.) German law applies between the contracting parties, Union law, in particular UN sales law, is expressly excluded. It is expressly made clear that this choice of law as such within the meaning of Art. 14 Para. 1 b. VO (EG) No. 864/2007 is to be understood and should therefore also apply to non-contractual claims within the meaning of this regulation. If foreign law is mandatory in individual cases, our terms and conditions must be interpreted in such a way that the economic purpose pursued by them is preserved as far as possible.



(2.) Subsidiary agreements, contract changes, assurances and agreements are only valid if they have been agreed in writing. This also applies to the waiver of the written form agreement itself.

(3.) If the tenant is not a consumer, the place of jurisdiction is always Celle.

(4.) Unless otherwise stated in the order confirmation, the place of performance is always at the HPS Rental GmbH headquarters in Eicklingen.

(5.) In the event of a breach of contract, the other party can waive its legal remedies. Such waiver must be in writing. It means no waiver of legal remedies in the event of a subsequent or similar breach of contractual obligations.

### **§ 15 data protection notice**

Information on data collection in accordance with Article 13 DSGVO: HPS Rental GmbH collects your data for the purpose of executing the contract, to fulfill your contractual and pre-contractual obligations and for direct advertising. The data collection and data processing is necessary for the execution of the contract and for direct advertising and is based on Article 6 Paragraph 1 b), f) GDPR. With direct advertising, we want to inform you about current services and news about our company. In principle, the data will not be passed on to third parties. If necessary, the data will be passed on to a tax advisor for the fulfillment of tax law obligations and to service providers in the case of pending payments for collection purposes. The data will be deleted as soon as it is no longer required for the purpose of processing it. You have the right to object to the use of your data for direct marketing purposes at any time. In addition, you are entitled to request information about the data we have stored about you and to request correction if the data is incorrect or deletion of the data if the data is not permitted. You can contact our data protection officer at [in-fo@hps-rental.de](mailto:in-fo@hps-rental.de). You also have the right to lodge a complaint with the supervisory authority.

### **§ 16 severability clause**

Should individual provisions of this agreement be or become ineffective, this does not affect the validity of the remaining provisions. In such a case, the parties endeavor to replace the ineffective provision with an economically equivalent provision.

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