

General Terms and Conditions for Rental, Lease and Sale of Mattson Containers GmbH / Mattson Containers AB (Mattson Containers) Parts 1, 2 and 3. These are also applied for Oulun Konttivuokraus Oy as general. In case of dispute the German original version apply.

Part 1: General information

I. Scope

1. The General Terms and Conditions for Rental, Lease and Sale (GT&Cs) of Mattson Containers GmbH (Mattson Containers) are integral parts of the Agreement concluded with the renting, leasing or purchasing party (customer). These GC&Cs apply for all offers, supplies and services between Mattson Containers and the customer.
2. Individual written agreements (including subsidiary agreements, changes and additions), also by email, take precedence over these GT&Cs.
3. The GT&Cs shall apply in their respectively current version and also for all follow-up transactions, without requiring express referral or agreement upon conclusion of such transactions.
4. Mattson Containers hereby objects to any and all general terms and conditions of the customer contradicting these GT&Cs; deviating terms and conditions of the customer shall only apply if these have been previously confirmed by Mattson Containers in writing.

II. Subject matter of the contract

Depending on the type of transaction, the GT&Cs shall also apply to the rental of containers as well as for the lease (Part 2 below) and sale of containers (Part 3 below). The specification and quality of the contractual object result from the respective written agreement between the contracting parties.

III. Offer and contract conclusion

1. A contract comes into force by way of written confirmation of acceptance. An order confirmation or invoicing of an order as well as the provision of services or delivery of items is considered equivalent to a declaration of acceptance.

2. Any and all subsidiary agreements, changes and additions to this agreement must be defined in writing and signed by the contracting parties.

Contracts and declarations send by email are also accepted.

3. In offers, specifications and qualities of the contractual items as well as prices stated in brochures, advertisements and other marketing material are non-binding.

4. Used items are sold in the state applicable at handover. The contractual quality includes so-called wear damage.

5. Mattson Containers shall not assume any procurement risk, unless expressly agreed in writing. This also applies to so-called purchases of unascertained goods

IV. Prices and payment

1. The prices are determined on the basis of the relevant contractual agreement.

The stated costs are excluding the respectively applicable VAT.

2. Unless otherwise expressly agreed in writing, our prices are for collection ex warehouse.

3. The agreed costs are due immediately and in advance without deduction any payable by bank transfer, SEPA direct debit or in cash.

4. Payments of the customer can be offset in accordance with the German Social Code (BGB). Offsetting is however only possible in case of uncontested and legally binding claims.

5. An assignment of claims is only possible with the consent of Mattson Containers.

6. In case of a default in payment on part of the customer, Mattson Containers can prohibited the further use of the contractual object after previously submitting a warning. Also, Mattson Containers is entitled to declare all outstanding claims immediately payable one week after service of the warning and the dunned default in payment, and to withhold any services and deliveries not yet executed, to withdraw from the contract in accordance with the statutory periods and to assert rights based on retention of title. In addition, default interest shall become due in accordance with the statutory provisions. Mattson Containers is entitled to assert a dunning charge.

V. Other

1. Place of performance and place of jurisdiction for all disputes resulting from the contractual relationship is Hamburg, where the contracting partner is an entrepreneur/merchant entered in the commercial register, legal entity under public law or special fund under public law, as well as in the case that the customer does not maintain a general place of jurisdiction in Germany and no deviating terms have been agreed between the contracting parties.

2. The contract is subject to the law of the Federal Republic of Germany.

3. Mattson Containers has stored any customer data in accordance with the data protection regulation.

The customer consents to the collection, storage, use, forwarding and were applicable alteration of their personal data, so the extent required for the processing of the contract with Mattson Containers. Mattson Containers is in particular entitled to collect and pass on data from and to third parties for the purpose of credit assessment. Furthermore, Mattson Containers has the right to commission third parties with the delivery of the ordered goods and with the collection of debts where the customer is in default and to pass on all data required for this to the commissioned parties.

The customer can withdraw their consent at any time - either in full or in part - with future effect or demand the correction of their personal data stored by Mattson Containers. In this case, Mattson Containers commits to erase the personal data immediately, as soon as the contractual relationship has been fully completed.

4. The invalidity of individual provisions of these General Terms and Conditions does not affect the validity of the remaining provisions. Invalid provisions shall be considered as replaced by valid provisions which come as close as possible to the economic purpose of the no longer applicable provision

Terms and Conditions of Rental

Mattson Containers GmbH / Mattson Containers AB (Mattson Containers). These are also applied for Oulun Konttivuokraus Oy as general. In case of dispute the original German version applies.

I. Rental period

1. The rental period commences at the agreed time.
2. Where the renting party does not collect the rental object at the agreed time, Mattson Containers may withdraw from the contract in accordance with the statutory regulations and rent the rental object to another party.
3. The rental period shall end at the agreed time, at which the rental object has been fully returned to the warehouse of Mattson Containers. Necessary repairs on the rental object and/or cleaning shall extend the rental period where Mattson Containers has approved the stipulated return.
4. If the renting party exceeds the agreed rental period, this shall not extend the rental agreement. Where it is apparent that the renting party has ceased to use the rental object and/or leasehold, Mattson Containers, their employees and vicarious agents may inspect the rental object and collect it and access the place of use of the rental object for this purpose. In this case, the renting party waives to assert any claims based on unlawful interference. The additional costs resulting from this are borne by the renting party.
5. Mattson Containers, their employees and vicarious agents are entitled to access and inspect the rental object during the rental period.

II. Handover of the rental object

1. The rental object is handed over in the warehouse of Mattson Containers, unless otherwise agreed. The renting party is responsible for transporting the rental object at their own risk and expense. The renting party must ensure that the officially stipulated safety measures are complied with.
2. Mattson Containers shall only transport the rental object to the contractually agreed handover location, if this has been separately agreed. The risk of transport shall be transferred to the renting party upon hand over of the rental object.
3. The renting party shall prudently prepare the installation location of the rental object. Mattson Containers shall not assume any liability for damages suffered by the rental object due to a not properly prepared installation location.
4. The renting party must ensure that qualified personnel are assigned on their part at the time of handover and where applicable for the installation of the rental object. Where it has been agreed that Mattson Containers will transport the rental object to the handover location and if this is also the final installation location, the renting party will ensure that access to the installation location

is not obstructed.

5. The renting party must provide any required tools and aids required for installation at their own expense.
6. Where an expected delivery date is stated in the rental agreement, this shall be binding.

III. Obligations of the renting party; liability

1. The renting party undertakes to report any damage to the rental object of Mattson Containers in due time during the rental relationship. Where the renting party has acted with due care, Mattson Containers shall bear the costs for any repairs resulting from normal wear and tear. Apart from that, the renting party shall be liable for any damage, unless they can prove that they are not responsible for the damage. Furthermore, the renting party shall be liable for any consequential damages incurring for Mattson Containers resulting from the damage.

Please note that tank containers will always require gasket changes and cleanings. These are always on the clients' account and excluded from normal wear and tear.

2. The renting party shall promptly report the loss/theft of the rental object or damages caused by third parties to the police and ensure that there is a written documentation thereof for Mattson Containers.
3. The renting party is obligated to report the relevant place of use/places of use to Mattson Containers.
4. The renting party shall ensure that - where required - any official permits are obtained such as a building permit for the installation of the rental object, for example. The costs for obtaining such permits shall be borne by the renting party. Any data required for obtaining the permits shall be provided to the renting party possibly against a charge, were these are available at Mattson Containers.
5. The renting party undertakes to ensure the necessary safety of the persons handling the rental object.
6. The renting party commits to return the rental object in a cleaned and completed state. If this is not the case, Mattson Containers has the right to recover the previous state at the expense of the renting party.
7. The rental object is not insured. The renting party undertakes to duly insure the rental object.
8. The rental object is the property of Mattson Containers. Rental objects may not be sublet or passed on to third parties without the written consent of Mattson Containers. Any rights based on this agreement may not be assigned without the agreement of Mattson Containers. In the event that third parties assert rights in the form of seizures or other rights on the contractual object, the renting party undertakes to notify Mattson Containers accordingly without delay and to disclose the ownership situation to the third party.

9. The renting party must ensure that the labelling of the rental object consisting of a combination of letters and numbers is clearly visible and legible for official purposes. The attachment of other labels and marks without the written consent of Mattson Containers is not permitted.

IV. Return of the rental object

1. The return of the rental object is conducted in the warehouse of Mattson Containers, unless otherwise agreed. Unless otherwise agreed, the renting party is responsible for transporting the rental object at their own risk and expense. The renting party must ensure that the officially stipulated safety measures are complied with.

2. Mattson Containers shall only transport the rental object to the contractually agreed return location, if this has been separately agreed.

3. The renting party shall report any damage and defects of the rental object to Mattson Containers directly when returning the object.

4. The rental object must be returned in a clean and good state.

5. The renting party must communicate the intended return to Mattson Containers 7 days before the actual return date, where no exact return date has been contractually agreed between the contracting partners.

V. Defects, notice of defects and claims relating to the rental object

1. And defects to the rental object, which are obvious, must be reprimanded to Mattson Containers directly at handover; any claims due to obvious defects are otherwise excluded. Where the reprimand was promptly made, Mattson Containers will rectify the defect at their own expense. It can also be agreed in writing, that the renting party shall rectify the defects themselves, whereby Mattson Containers shall be any costs incurring for this.

2. Defects occurring during the rental period must be promptly reported to Mattson Containers.

VI. Rent and terms of payment

1. The rent as well as any additional costs for cleaning, transport and relocation are determined in accordance with the contractual agreement. The stated costs are excluding the respectively applicable VAT.

2. The contractually agreed costs for cleaning the rental object after return shall be borne by the renting party.

3. Any additional costs resulting due to the conduct of the renting party shall be borne by the renting party.

4. It is also referred to the regulation in the general part of the Mattson Containers' terms and conditions.

VII. End of rental period and lease

Where the rental object is leased, the renting party can purchase the rental object at the end of the rental period in accordance with the lease regulations agreed to in writing. In this case, the renting party will pay the agreed purchase price to the party renting out the object.

VIII. Liability of Mattson Containers

1. Mattson Containers shall not assume any liability if the rental object does not meet the original rental purpose of the renting party.

2. Any damage compensation claims against Mattson Containers, their statutory representatives and/or vicarious agents or assistants is excluded, unless their conduct is grossly negligent or wilful and/or these have infringed essential contractual obligations. In accordance with the statutory regulations, Mattson Containers shall be liable for the loss of life and damage to limb or health and pursuant to the product liability act.

3. Where the infringement of essential contractual obligations is not due to gross negligence or wilful intent, the scope of liability shall be limited to the compensation of the foreseeable losses that are typical of the contract.

IX. Termination of the rental agreement by Mattson Containers

Mattson Containers can terminate the rental agreement for cause after announcing this and without compliance with a notice period, if

- the renting party is in default with the payment of the rent and other agreed costs for 20 days or more,

- the renting party does not maintain the rental object in accordance with the contract,

- the renting party does not use the rental object in accordance with the contract,

- the renting party modifies the rental object or has it modified,

- the renting party infringes the contractual obligations,

- it may be expected that the renting party will or can not meet their payment obligations, for whatever reason,

- it may be expected that the rental object could get lost or damaged, for whatever reason.

In case of the termination of the rental object from the above specified reasons, the renting party must ensure that the rental object is returned to Mattson Containers without delay. Mattson Containers is authorised to collect the rental object at the expense of the renting party. The renting party shall ensure that the rental object is cleaned in advance and emptied. Any and all incurring costs shall be borne by the renting party.