

Additional Contractual Terms and Conditions for Leasing Agreements of Herchenbach Industrial Buildings GmbH (ZVB Miete)

Status November 2023 | Page 1/2



1. Scope

The Parties additionally and supplementarily agree in accordance with no. 1 (1) of the General Terms and Conditions of Herchenbach Industrial Buildings GmbH (GTC) upon the following Additional Terms and Conditions for Leasing Agreements of Herchenbach (ZVB Miete).

2. Leased property, connection merely for temporary purpose, risk

(1) Unless expressly warranted and pledged in the offer, Herchenbach shall be free to utilise used parts in whole or in part when constructing the hall. Hence Herchenbach must only ensure that the leased property is suited to meet leasing requirements.

(2) The Parties agree that the hall shall only be connected to the land for a temporary purpose (Section 95 (1) German Civil Code). The hall shall continue to be deemed a movable object even after it has been constructed.

3. Terms of payment, adjustment of lease due to inflation

(1) Unless agreed otherwise, the lease is payable in advance for the respective period and is due and payable no later than the third working day at the beginning of the respective period.

(2) Insofar as the Parties have agreed upon a fixed contractual term of at least ten years, the net lease shall change automatically on 1 January of each year if the consumer price index for Germany published by the Federal Statistical Office has changed compared to the level at the time the lease commences or after a change in the lease has occurred in accordance with this provision compared to the level on 1 January of the previous year. The lease shall be raised or decreased in the same percentage ratio as the change in the consumer price index.

4. Reservation of title

If the leased item is purchased by Customer during or after the leasing period, the retention of title rules laid down in the GTC shall apply.

5. Security deposit

(1) Unless agreed otherwise, Customer is obligated to provide Herchenbach with a security deposit of three months' lease (net) two weeks before commencement of the leasing period by remitting such amount to Herchenbach's business account.

(2) Customer shall not be entitled to be granted possession before providing the leasing security. The obligation to pay the lease shall nevertheless apply in this case.

(3) If Herchenbach does not receive the security deposit for the lease despite a reminder and the expiry of a 14-day grace period to remit the security deposit, Herchenbach shall be entitled to terminate the Lease Agreement without notice for good cause.

(4) In such case, Herchenbach shall be entitled to dismantle and remove the subject of lease at Customer's expense and claim damages. Damages shall amount to a lump sum of half the lease for the remaining term plus the costs of dismantling that are customary in the local area. Each party shall be free to demonstrate that the actual damage is lower or higher, however. This shall not affect additional claims on the part of Herchenbach; the lump-sum compensation stipulated in this Subsection shall be credited to the damages.

6. Claims for defects and liability, maintenance and repair

(1) In addition to the provisions set out in the GTC, Herchenbach's

fault-based warranty liability for initial material defects is excluded. Statutory rules pertaining to initial defects of title remain unaffected.

(2) Customer shall be liable for all changes, damage and destruction of the leased property to the extent that Customer is responsible for such and insofar as any such changes, damage and destruction are not due to normal wear and tear.

(3) Customer shall bear the costs of maintenance and repair of the subject of lease to the extent that the damage has been caused by Customer's use of the subject of lease or is due to circumstances attributable to Customer's domain of risk. Repairs to the roof and structures as well as initial defects are expressly excluded from the maintenance and repair obligation.

(4) The maintenance and repair obligation shall be deemed to include all measures that must be taken during the useful life to uphold and maintain the intended use in order to properly eliminate structural or other defects caused by wear and tear, ageing and the effects of weather.

(5) The maintenance and repair obligation includes all measures that must be taken during the period of use to restore the leased property to its contractual and proper condition.

7. Changes to the leased property

Customer is not authorised to make any changes to the subject of lease without the prior express written consent of Herchenbach.

8. Subletting

(1) Any and all subletting or any other transfer of use to third Parties shall be subject to the prior written consent of Herchenbach.

(2) Herchenbach may require that Customer immediately terminate an unauthorised sublease without undue delay. If Customer fails to do so, Herchenbach may terminate the tenancy without notice unless Customer has a claim to consent to such sublease being granted.

9. Period of lease, renewal of the Agreement

(1) The pure leasing period shall commence - insofar as Herchenbach only owes delivery of the subject of lease - on the day of handover.

(2) If Herchenbach also assumes the task of installing the subject of lease, the period of lease shall commence on the day beginning on which Customer can use the subject of lease for its intended purpose. Delays in installation that do not restrict use or defects (such as subsequently delivered rolling doors or subsequently attached skirting profiles (Sockelprofile)) shall not cause the leasing period to begin at a later point in time. If installation is delayed for reasons for which Customer is responsible, the pure leasing period shall commence on the day upon which Customer could have used the hall for its intended purpose without such delay.

(3) The lease shall be payable from the beginning of the actual leasing period. If the leasing period does not commence at the beginning of a month, the lease shall be paid on a pro rata basis.

(4) After expiry of the agreed leasing period, the tenancy shall be continued for an indefinite period unless one of the Parties objects to the continuation at least one month before the end of the Agreement. Cancellation shall then be possible with a six-month period of notice prior to the end of the month. Objection and cancellation must be in writing. If in the event of cancellation Customer continues to use the leased property after the end of the leasing period, the Lease Agreement shall not be deemed to have been renewed for an indefinite period. Section 545 of the German Civil Code is

Additional Contractual Terms and Conditions for Leasing Agreements of Herchenbach Industrial Buildings GmbH (ZVB Miete)

Status November 2023 | Page 1/2



thus waived in this connection.

10. Return of the leased property, costs of dismantling, no restoration of the ground by Herchenbach

(1) Before dismantling the hall, Customer must remove any fixtures, in particular signage or advertising. The hall must be completely cleared by Customer.

(2) The dismantling of the hall that is to be performed at the end of the lease shall be executed by Herchenbach.

(3) Unless agreed otherwise, Customer shall bear reasonable and customary costs of dismantling the hall.

(4) Herchenbach is not obliged to restore the ground to its original condition after dismantling the hall. Customer shall not be entitled to restoration or repair of the ground or to the closing of soil nail holes. Soil nails, severed nails, dowel pins or similar may remain in the ground.

11. Time-barring

Herchenbach's claims for compensation due to changes or deterioration of the leased property shall become time-barred 12 months after the return of the leased property unless a longer statute of limitations period applies. Claims on the part of Customer for reimbursement of expenses or for permission to remove a facility shall become time-barred 12 months after termination of the lease.

12. Insurance

(1) Customer must maintain comprehensive liability/company liability and environmental liability insurance for the entire leasing period, for personal injury, property damage and environmental damage with insurance cover for actual use by Customer with a minimum insured sum that is commensurate with the replacement value of the leased hall.

(2) Customer must demonstrate that it has taken out the insurance policies stated in subsection 1 and submit the respective documents as proof thereof to Herchenbach.