

Version 02/2024

General Terms of Business for Rental Plants

The conditions set out below form part of all offers and contracts for rental plants of EnviroChemie GmbH.
In addition, the General Terms of Delivery and Sale in their currently valid version apply.

I. Property and the assignment of rights

The plant remains the property of EnviroChemie. It is placed at the disposal of the lessee exclusively for the purpose of the correct and contractually agreed use. The assignment of rights to third parties is only permissible with the express written permission of EnviroChemie. The lessee must disclose these General Rental Terms to the sub-lessee and must impose on the sub-lessee the same obligations which were imposed on the lessee with these General Terms of Business and the rental agreement. On account of performance, the lessee hereby assigns to EnviroChemie all claims against third parties arising from admissible or inadmissible relinquishment. Should the lessee make the rental object available to a third party, the lessee shall bear responsibility for any act of negligence on the part of the latter during its use. In the case of unauthorised transfer for use to a third party, the lessee shall be liable for all resultant loss and damage in as far as he is only responsible for the unauthorised transfer for use.

II. Delivery item

The scope and detailed properties of the contractual object are defined by the written order confirmation of EnviroChemie. EnviroChemie reserves the right to supply plants which deviate from those described in the offer text or in the applicable technical descriptions but are comparable in their technical function. No entitlement to the delivery of new plants exists. Unless agreed otherwise, the performance of EnviroChemie comprises the delivery/collection of the rental plant to/from the factory gates as well as the assembly/disassembly and commissioning of the rental plant. The lessee is responsible for in-company transport of the rental plant, for providing an appropriate installation location, for supplying the plant with media and operating substances at the installation location, the removal from the installation location and disposal of residual substances, for ensuring correct operation and for obtaining any operating permits required. On termination of use, the lessee will drain the rental plant. Final cleaning and inspection of the plant for damage will be carried out by EnviroChemie at the installation location and is included in the rental price. Compliance with specific outflow values and performance data is not subject matter of the rental agreement.

III. Handover

The plant will be handed over to the lessee in cleaned and inspected state. Unless otherwise contractually agreed, transfer of risk and the beginning of the rental period take place after assembly of the plant. Return of the plant is always subject to inspection by EnviroChemie. If damage caused during use is ascertained, EnviroChemie will notify the customer and have repairs carried out at the expense of the contractual partner or claim a corresponding amount for the depreciation in value.

IV. Commissioning and instruction

EnviroChemie will render the plant operational for the lessee. Following commissioning, the personnel who will be entrusted by the lessee with the operation of the plant will receive instruction. Responsibility for operation of the plant after completion of commissioning and instruction of the operating personnel lies solely with the lessee.

V. Use

Unless otherwise agreed, the plant is operated exclusively at the risk of the lessee. At all times, the lessee must operate the plant in such a way that there is no danger to the life and limb of personnel, no risk to the environment or of damage to the rental object or to the property of third parties. Legal and official provisions and regulations as well as the information in the operating manual and instructions for use of the plant must be complied with. The lessee may only use the rental object with the attachment devices and accessories provided by us.

The lessee is not entitled to make modifications to the rental object, in particular to attach or install equipment or permit it to be attached or installed or to remove or render illegible any signage/labelling affixed by us, without our previous written consent.

The rental object must never under any circumstances be used if it is damaged and no longer complies with the legal provisions or if the operation of the rental object poses a risk to the life and limb of third parties or the environment.

VI. Damage, repairs and wear parts

EnviroChemie will replace wear parts free of charge - provided that the plant is operated correctly.

Should a defect arise in the rental object during the rental period, if the rental object is damaged or lost or if a measure for protection of the rental object against an unforeseen danger becomes necessary, the lessee is under obligation to notify us immediately in writing of any damage, stating the time at which it occurred, the cause and extent of the damage. The same applies should a third party lay any claim to the rental object (in particular in cases of seizure or confiscation) or if the external or internal operating conditions change (for example due to external factors such as ambient temperature, humidity, installation location etc. and internal factors such as water temperature, flow volume etc.). The lessee must ensure the protection of the rental object without delay and at own cost. The lessee is under obligation to compensate us for the loss incurred in the above-mentioned cases.

Any measures to remedy damage to the rental object will be effected by rectification or replacement delivery, at the discretion of EnviroChemie.

VII. Right to inspect the rental object

The lessee must notify us in writing and in a timely manner of the location of the rental object. This applies whenever the location of the rental object changes. Upon prior notice, we are entitled to inspect and examine the rental object ourselves or to have it inspected or examined by an authorised representative. The lessee is under obligation to permit and facilitate inspection by us or our authorised representatives in every way. After prior consultation, the lessee will grant EnviroChemie access to the plant and provide all necessary support during inspection.

VIII. Water chemicals and laboratory analyses

Water chemicals and laboratory analyses will be invoiced in accordance with the unit rates specified in the rental agreement.

IBC tanks are rental containers and can be collected free of charge. The lessee will be invoiced for the cost of any IBC tanks which are not returned.



IX. Payment

Unless other contractual arrangements have been made, the agreed rental fees and payments for further services such as transport, water chemicals and laboratory analyses fall due within 14 days of receipt of the invoice, without deductions. This also applies to the delivery of operating materials or laboratory analyses.

X. Liability of the lessee

The lessee shall be liable for damage to the rental object and loss of the rental object. Exempt from liability requirements is damage occurring from natural wear and tear on the rental object during appropriate use.

XI. Liability of EnviroChemie

EnviroChemie shall only be held liable for damage resulting from defects in the rental object which are culpably caused by EnviroChemie. This liability does not include natural wear and tear, damage resulting from incorrect or negligent use or caused by the use of unsuitable operating materials and which occurs without any fault on our part.

We have taken out liability insurance to cover damage. We assume liability for damage culpably caused by us, within the scope of our liability insurance and up to the following maximum amounts:

The lump sum of 2.5 million euros for personal injury/2.5 million euros for damage to property. Liability for consequential damage such as loss of profit and production downtimes is expressly excluded, irrespective of cause.

Liability for damage not covered by our liability insurance is restricted to the amount of two months' rental fee.

XII. Third party-patent claims - intellectual property

Plans, instructions, patents and the entire know-how as well as any other documents placed at the disposal of the lessee remain our property and may not be copied or reproduced, handed over to third parties or made accessible or disclosed in any other way without our express written consent. This also applies to this offer.

In particular, the Client must not use the documents received from us for the purpose of procuring similar deliveries or spare parts.

XIII. Force majeure

We accept no liability for events of force majeure which significantly hinder the performance of the contractual services or which make it more difficult or temporarily impossible for us to fulfil our contractual obligations. Force majeure shall include any unforeseeable circumstances occurring after conclusion of the contract and which are beyond our control and that of the lessee, including, but not limited to, natural disasters, blockades, war and other military conflicts, mobilisation, strikes or lockouts.

In as far as we are prevented by force majeure from fulfilling our contractual obligations, this shall not be deemed to be a breach of contract, and the time limits agreed upon in the contract shall be extended accordingly by the duration of such impediment.

XIV. Applicable law, court of jurisdiction

The governing law is the substantive law of the Federal Republic of Germany. Place of jurisdiction is Darmstadt.

XV. Severability clause

If any provision of these General Business Conditions is or becomes invalid, the validity of the remaining provisions shall remain unaffected.