GENERAL TERMS AND CONDITIONS

OF THE FRAMEWORK PROPERTY INSURANCE OF GRENKE COMPANIES

A. GENERAL SECTION

1. As the owner of the object, GRENKE has concluded a Framework Property Insurance policy with an insurance company that is duly registered and licensed. The following conditions are deemed to be agreed upon and accepted as soon as the object that has been handed over to the client for use is included in this Framework Property Insurance.

2. Insurance benefits in general are intended to cover the costs of restoring an object and providing an equivalent replacement for the object in the event of damage, based on the object's value at the time when the loss occurred.

3. The insurance generally grants subsidiary insurance protection, i. e. it grants protection only when insurance coverage is not provided by any other source.

4. The excess payable by the client will be EUR 150.00 per loss event.

B. INSURED LOSS / DAMAGE AND RISKS, DISCLAIMER

1. The insurer will pay compensation when insured objects are damaged or destroyed due to unforeseen events and when the insured objects are lost due to theft, burglary or looting.

Damage is unforeseen if neither the policyholder nor his representatives foresaw the same in due time or would have been able to foresee the same with the specialist knowledge necessary for the work carried out in the business; in this respect, only gross negligence is detrimental, and this will entitle the insurer to curtail its payment proportionate to the severity of the fault by the policyholder.

Compensation will be paid when objects are damaged or destroyed (material damage) especially as a result of the following cases:

a) handling or operating errors, lack of skill, negligence;
b) excess voltage, electromagnetic induction, short circuiting;
c) fire, stroke of lightning, explosion or implosion (including damage caused by water for fire fighting, demolition, clean-up work or loss of property in the course of these events);
d) water, humidity, flooding;
e) wilful intent by a third party, sabotage, vandalism;
f) force majeure;
g) faulty design, faults in the material, faulty workmanship.

2. For electronic components (units) that are part of the insured objects, compensation will be paid only if it is proven that an insured risk has externally affected the replacement unit (in case of repair this is usually the unit to be replaced) or has affected the insured objects as a whole. If proof cannot be brought forward, the predominant probability is sufficient that the damage is attributable to an external insured risk. Consequential damage on further replacement units will be covered.

3. If not otherwise agreed, the insurer will pay compensation for tubes, (e. g. picture tubes, high-frequency tubes, laser tubes) and photo conductors (e. g. selenium cylinders) only in cases when the damage was caused by one of the following items:

a) fire, stroke of lightning, explosion and only to the extent that these risks can be covered by fire insurance;
b) burglary, robbery, vandalism and only to the extent of coverage by a burglary and robbery insurance;
c) burst pipes and only to the extent that this risk can be covered by do mestic water damage insurance.

Items 4 and 5 remain unaffected.

4. Irrespective of possible concurrent causes, the insurer will not pay compensation for damage that was brought about in any of the following manners:

a) by the client's wilful intent;
b) by acts of war of any type or civil insurrection;
c) by nuclear energy;
d) as a result of wear due to normal or operational wear or abnormal operational wear or deterioration; however, compensation will be paid for consequential damage in further replacement units. Item 2 remains unaffected.

5. If proof cannot be delivered for one of these causes in accordance to 4.b) to d), the predominant probability that the damage is the result of one of these causes is sufficient.

C. INSURED OBJECTS / UNINSURED OBJECTS

1. Insurance coverage exists for the following objects that have been designated in the agreement for use:

a) facilities and equipment of information technology, communication technology, medical technology;
b) other electrotechnical or electronic facilities and equipment;
c) machinery and other technical facilities and equipment of domestic engineering, bulk material handling technology and transport technology;
d) office furnishings and equipment;
e) software and related accessories.

2. If not agreed otherwise, insurance coverage includes data (machine readable information) only if they are necessary for the basic functions of the insured objects (system program data from operating systems or other data of equal status)

3. Objects in motor vehicles

Due to the high risk of theft, objects in motor vehicles are only insured if they are incorporated in the vehicle interior or have been inconspicuously placed in the closed and if possible locked glove compartment or in the boot of the vehicle so that they are not visible and if the vehicle has been properly locked before leaving it.

4. Exempt from insurance coverage are such items as follows:

a)) auxiliary and operating supplies, consumable supplies and work equipment, e. g. developing liquids, reagents, toners, cooling and extinguish-ingagents, ink ribbons, films, picture and sound carriers, foil combinations, prepared paper, type face carriers, ratchet discs, pipettes, replaceable cuvettes, reagent tubes;
b) tools of any sort, e. g. drills, milling cutters;
c) other parts that from experience have to be replaced during the life cycle of the insured objects, e. g. fuses, light sources, batteries (both rechargeable and non-rechargeable), accumulators, filter compounds and cartridges;
d) maintenance (Expenditure that is part of regular maintenance is not the object of the insurance. In particular, this expenditure refers to the exchange of structural elements, assemblies and components, provided the damage has not been caused by an insured event that externally affected the insured objects and can be verified.)

Object of maintenance within the meaning of this stipulation are the following services:

:: safety check;
:: preventive maintenance;
:: removal of defects due to ageing;
:: repair of damage that is the result of normal operation and has not been brought by an external cause.

D. INSURANCE LOCATION

For appropriately employed objects, the client's location that is quoted in the agreement for use is the insurance location. Apart from that the insurance location is worldwide.

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MT 05/16

E. THE EVENT OF DAMAGE / OBLIGATIONS

1. In the event of damage the client is obliged to immediately notify GRENKE by means of a notification of loss as soon as he or she has gained knowledge of the damage. In order to make notification of damage, the damage claim form is to be used which can be requested from GRENKE at any time.

2. The notification of loss must include the following information:

:: **name and address of the client**
:: **contract number**
:: **location and time of damage occurrence**
:: **detailed description of the event of damage**
:: **number of the damaged objects**
:: **detailed description of each damaged object**
:: **type of damage**
:: for partial damage: the cost estimate for the repair of the defective object;
:: for total loss: the designation "total loss";
:: for damage caused by third-party intent (e. g. theft) and damage caused by fire: in this case the client must immediately file a charge and specify the investigating authorities and their file number to GRENKE.

3. Storage

The damaged objects must be stored and the damage scene must remain unaltered until the insurer or GRENKE inspects the damage or expressly foregoes the inspection or has settled the damage.

4. Delayed notification of loss

If the client does not report the damage immediately after he or she has gained knowledge of it in the form required in item E.1 and 2 and if GRENKE does otherwise not receive notification of the ins ured event, the insurance benefits will not be paid.

F. PAYMENT OF INSURANCE COSTS / TERMINATION BY GRENKE / EXEMPION FROM LIABILITY

1. The client's obligation to bear the insurance costs and the due date for payment are determined by the provisions in the agreement for use and the acceptance letter by GRENKE. The client is entitled to insure himself with an insurer of his choice in compliance with the provisions in the agreement for use.

2. If the first insurance costs have not been paid yet when the insured event occurs, the client will not be entitled to insurance benefits.

3. If the insurance costs are not paid on time, GRENKE can set a payment deadline of two (2) weeks. After this period has expired, GRENKE can terminate the acceptance of the object in its Framework Property Insurance without notice, provided a termination threat had been pronounced at the time when the deadline was communicated to the client.

If an insured event occurs after the agreement for use was terminated by GRENKE, no entitlement to insurance benefits exists.

4. Irrespective of the above-mentioned provisions, GRENKE is at all times entitled to request the conclusion of the client's own insurance in accordance with the agreement for use.

G. FINAL PROVISIONS

1. According to the agreement for use, the client who insures the objects himself is obliged to obtain from the insurer a confirmation of insurance coverage for leasing companies in favour of GRENKE. As long as the client has not yet submitted this evidence of insurance, GRENKE is entitled, but not obliged, to include the object in this Framework Property Insurance.

2. There is no insurance certificate issued for individual clients with regard to the objects that are included in this Framework Property Insurance.

3. The occurrence of an event of damage does not release the client from obligations that arise from the agreement for use.

4. The settlement of a damage claim occurs in compliance with the provisions set out in the contract.

5. No verbal ancillary agreements have been made.

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