

Leaflet Limitation of Liability in the Event of Machine Breakage

In accordance with the general conditions for machinery and comprehensive insurance of mobile and transportable devices pursuant to ABMG 2008, the liability of our customers towards us is limited in amount if a corresponding agreement is concluded against payment. The following list contains only the essential inclusions and exclusions for a quick overview and is therefore only an excerpt from the ABMG 2008.

§ 1 A limitation of liability shall in principle apply in the event of

a) unforeseen damage or destruction (property damage) of a rental object, in particular due to operating errors, clumsiness, intent on the part of third parties (vandalism), lack of water, oil and lubricants, fire, lightning, explosion, storm, frost, ice, earthquake, flooding;

b) loss of rented object with a replacement value of € 2,500.00 or more, also in the event of loss of the rented object due to theft, burglary or robbery.

§ 2 A limitation of liability does not occur

a) in the event of property damage caused by gross negligence or intent. Gross negligence may exist in particular if

- the maximum clearance height of bridges, subways, tunnels or similar is not observed;
- the rental object is moved with the boom not fully retracted and lowered (if present);
- the rental object is put into operation on ground that is not sufficiently stable;
- the maximum load-bearing capacity of the rental object is exceeded;
- the rental object is used contrary to its intended purpose, e.g. a working platform for lifting loads;
- the rental object is operated by untrained or uninstructed personnel;
- the rental object is driven or operated in a state of intoxication-induced driving incapacity.

b) in the event of property damage due to tunnel work, underground work, nuclear radiation, war, civil unrest;

c) in the event of property damage due to soiling that cannot be removed by normal cleaning with HD cleaners (e.g. concrete splashes, paint splashes, resin);

d) in the event of material damage to tyres, conveyor belts, caterpillars, cables, chains, rubber tracks, ropes, hoses, tools of all kinds, insofar as the material damage to one of the aforementioned items is not merely the consequence of the material damage to other parts of the rental object;

e) on parts that experience has shown must be replaced several times during the service life of the rental object, e.g. batteries;

f) in the event of property damage to the contents of room containers (office, crew or material/storage/sea containers) as well as construction trailers.

§ 3 Limitation of liability/own share

The responsibility of the renter is – provided that a corresponding agreement has been concluded – limited to their own share to be borne by them. The own contribution is

a) in the event of machine breakage, € 1,900.00 as a matter of principle, with the exception of bigger working platforms, lorry mounted platforms and telescopic forklifts € 3,000.00 - € 5,000.00, in the event of glass damage € 250.00 per object and claim.

b) in the event of damage caused by theft, burglary or robbery for rented objects whose replacement value is at least € 2,500.00, 10 % of the current value of the object concerned, but at least € 1,000.00 and at most € 15,000.00. If the replacement value is less than € 2,500.00, a limitation of liability does not apply.

AMRENT will gladly provide the ABMG 2008 on requirement.

Version: March 29, 2023