

## **General Business Terms of Event Rent GmbH**

### **1. General information**

- 1.1 The offers of the lessor are without obligation; the right is reserved to interim rental.
- 1.2 The terms and conditions of the lessor shall apply exclusively to all business. These are deemed as recognised when the order is placed.
- 1.3 All rental agreements with the lessor shall be exclusively concluded based on the following General Business Terms. They shall also apply to future rental agreements between the contractual parties even if they are not expressly agreed upon once again. Orders outside of pure rental agreements shall be treated as contracts for work and service within the legal framework.
- 1.4 The lessor undertakes to supply ordered rental objects of an average type and quality. The lessor is entitled to replace ordered rental objects by equivalent or better rental objects in case – no matter for what reasons – it is not in the position to supply the ordered rental object.
- 1.5 All details concerning the rental object albeit contained in brochures, lists or documents of all kinds are – insofar as they relate to technical performance, operational features or usability – non-binding insofar as the individual details have not been confirmed in writing by the lessor.

### **2. Rental periods / structure of rent / terms of payment**

- 2.1 The valid rental prices can be seen from the respective actual price list. The prices do not include costs for transport, installation, assembly, disassembly, cleaning, waste disposal or other services, which go beyond the pure provisions of the rental objects.
- 2.2 The rental prices of the rental price list shall apply, insofar as not otherwise regulated by contract, for three days incl. day of delivery and return. Adjusted rental period factors with the calculation are used accordingly as a basis for extensions to rental periods.
- 2.3 The rent is due and payable strictly net without any deduction 14 days after invoicing. Special regulations are to be agreed in writing. New customers receive the first two deliveries against advance payment, strictly net.

### **3. Start of the rental relationship**

The rental relationship shall begin with the receipt of the order confirmation or signing of the rental agreement insofar as no deviating time has been agreed between the parties in the rental agreement. The rental relationship shall begin no later than when the rental object is handed over.

### **4. Deposit**

Before the rental object is handed over the lessor is entitled to request a deposit in a reasonable amount. The amount of the deposit is oriented to the rental period on the one hand and to the value of the rental object on the other hand and secures all claims of the lessor. The deposit secures both the rent as well as the value of the rental object. The lessor can satisfy its claims from the deposit during the rental relationship already based on its due claims. In this case the lessee is obligated to increase the deposit to the original amount again. An offsetting of the lessee with the repayment claim from the deposit against due claims of the lessor during the rental period is excluded. The lessor undertakes to settle as soon as possible after the end of the rental relationship and to reimburse the deposit which is not necessary for security purposes.

### **5. Termination of the rental relationship**

- 5.1 The lessee can terminate the rental agreement after receipt of the order confirmation and before taking-over the rental object. In this case the lessee undertakes to pay the following compensation payments depending on the time at which the termination is received:
  - 5.1.1. 50 % of the net rent plus VAT in the respective applicable rate if the termination is carried out between the 59th and the 30th day before start of the rental.
  - 5.1.2. 75 % of the net rent plus VAT in the respective applicable rate if the termination is carried out between the 29th and the 10th day before start of the rental.
  - 5.1.3. 80 % of the net rent plus VAT in the respective applicable rate if the termination is carried out less than ten days before start of the rental.
- 5.2 The termination must be carried out in writing. The lessee reserves the rent to prove less damages on the part of the lessor.

### **6. Notification obligation of the lessee/ quality control**

- 6.1 The lessee must inspect the delivered goods immediately for completeness and recognisable defects. The lessee must report defects to the lessor in writing immediately, however by no later than within the period of 48 hours.
  - 6.2 The lessee must report the theft of a rental object to the lessor immediately after it is discovered.

### **7. Duties for care and attention and duties for assistance of the lessee**

- 7.1 During the rental period the lessee undertakes to treat the rental object carefully. It is in particular obligated to service the rental object to the necessary extent, properly and in a qualified manner during the rental period and protect the rental object against the access of third parties.
- 7.2 In the event of damage to the rental object the lessee undertakes to inform the lessor immediately. Insofar as the damages are the responsibility of the lessee it undertakes to have the necessary repair work carried out at its costs by the lessor. The lessee is entitled to have the repairs carried out by a selected specialist company if the repair can be carried out faster and cheaper and this has been approved by the lessor in advance. In any case the repair must be exclusively carried out by using original spare parts.
- 7.3 Should third parties access or take possession of the rental object with authorization or without authorization through attachment, seizure or owing to other rights during the rental period the lessee undertakes to inform the lessor immediately either by fax or registered letter with return receipt, however by no later than within three days since the access and to point out the

lessor's property to the third party or third parties in advance.

- 7.4 If the parties agree upon a certain place of use for the rental object then the lessee is not entitled to transport the rental object to another place of use during the rental period without the lessor's prior consent.
- 7.5 Insofar as the rental object requires a certain service owing to its technical conditions and in order to retain the object or however maintenance to avoid risks, the lessor is also entitled to inform itself of the obligations in this respect during the rental period. The lessor undertakes to announce such a control by giving reasonable prior notice.
- 7.6 Insofar as claims of third parties arise from the proper or improper use of the rental object (taxes, administrative fines, etc.) the lessee undertakes to indemnify the lessor from possible claims of third parties insofar as direct compensation is not carried out or cannot be carried out by the lessee towards the requesting third party .

#### **8. Indemnification from liability for fire, burglary, theft and destruction of the rental object**

- 8.1 The lessee is informed that the rental objects are not insured against theft, damages or accidental loss.
- 8.2 The lessee is on its part obligated to insure the rental object to the same extent for the benefit of the lessor and hereby now already assigns all claims from this insurance to the lessor. The lessor hereby now already accepts the assignment.
- 8.3 Floor coverings will be charged to the customer at the new price if these are cut up at the customer's request or contaminated to such a substantial extent that cleaning is no longer possible (chewing gum, fats, oils, sand, etc.)

#### **9. Return of the rental object**

- 9.1 The lessee undertakes to return the rental object including all possible accessories free of defects and cleaned at the agreed time. If the rental object has been contaminated the lessor can charge the cleaning costs to the lessee.
- 9.2 If the delivery consists of a large number of single parts or if the full control is not possible at the lessee's registered seat (return transport by third party) then the lessee accepts that the final inspection and determination of damages will only take place in the lessor's rooms. The lessee is entitled to be present during this inspection. This must then be carried out in the next 48 hours after arrival at the lessor. If the lessee does not take advantage of the possibility to be present during the inspection then it shall be bound to the lessor's findings.
- 9.3 If it is not possible for the rental object to be returned for a circumstance for which the lessee is responsible or if necessary repair measures exceed the current market value by more than ten per cent then the lessee undertakes to pay the current market value plus a replacement – cost flat rate in the amount of 12.5 per cent.
- 9.4 In addition, the lessee undertakes to pay compensation for use for a maximum period of two weeks insofar as the lessor proves that it could have rented the rental object during this period of time.
- 9.5 Further claims for damages of the lessor remain unaffected. The lessee reserves the right to prove lower damages.

#### **10. End of the rental agreement**

- 10.1 The rental relationship shall end with the expiry of a fixed agreed rental period.
- 10.2 The lessor is entitled to an extraordinary right of termination if
- the lessee is in default with the payment of not just slight liabilities within the meaning of § 320 Par. 2 BGB [German Civil Code],
  - enforcement measures are carried out against the lessee,
  - the lessee suspends its payment within the meaning of §§ 29 ff. Bankruptcy Act.
  - the lessee uses the rental object in a technically damaging manner or other manner which substantially breaches the contract despite a warning by the lessor,
  - the lessee hands over the rental object to third parties without authorization or takes it to a location which is not agreed as per contract.

#### **11. Delivery and pick-up**

The delivery and pick-up by the lessor must be carried out on time as coordinated in advance. The lessor cannot be held liable for delayed delivery based on force majeure. The rental object shall be delivered on ground floor directly behind the first door. The delivery route must be suitable for a lorry (up to 40 t. / semi-trailer or lorry with trailer) and free. Should this not be possible the lessee must report this in writing before the contract is concluded.

#### **12. Damages**

- 12.1 Claims for damages of the lessee owing to fault of the lessor with contractual negotiations, positive breach of contract, tortious act and non-foreseeable damages are excluded insofar as they are not due to gross negligence of the lessor or its vicarious agents, the lessor cannot indemnify itself according to § 138 BGB and with the existence of simple negligence to the extent that the claims for damages do not refer to the breach of cardinal duties (essential contractual duties) and no health damages are the object of the disputed claim and the assertion of claims from the Product Liability Act are not in question.
- 12.2 The lessor's liability is principally limited to the respective directly occurring damages.
- 12.3 A further liability of the lessor shall only remain to the extent that the damages are covered by a statutory liability of the lessor or could have been covered within the framework of General Insurance Terms approved by the insurance supervisory authorities at premiums and premium surcharges in line with the tariff are not based on exceptional circumstances at an insurer which is authorized for business operation in the domestic country and there is or would not be any case of exemption from payment of the insurer.

#### **13. Offsetting and retention**

The lessee is only permitted to offset against counter-claims or to assert a right of retention because of those claims which are undisputed or have been determined final and binding.

**14. Miscellaneous**

- 14.1 Amendments and addendums to the contract must be made in writing. This shall also apply to the waiver of the written form requirement.
- 14.2 The place of performance and place of jurisdiction for all disputes arising between the contractual parties from the contract is the registered seat of the lessor.