

# GENERAL TERMS AND CONDITIONS

01.07.2023

## 1. APPLICABILITY OF THESE TERMS

Services of RENT4EVENT GmbH (hereinafter referred to as Lessor) shall be provided exclusively on the basis of these terms of contract. Hence, the former shall also apply to all future business relationships, even if they are not repeatedly expressly agreed upon. Deviations from these terms of contract shall be effective only if they have been confirmed by the Lessor in writing.

Information about the prices of items from other sources (such as websites, catalogs, etc.) as well as technical information is non-binding; only the written order confirmation is authoritative and binding.

## 2. OFFER AND EXECUTION OF THE CONTRACT

The Lessor offers event and tradeshow equipment products for rent. The depiction on the website and in the catalog shall be subject to change. By stipulating the desired rental period and the required quantity, the customer may submit an inquiry. The Lessor shall subsequently check the availability of the requested items for lease and shall send the customer a quotation subject to the reservation of availability.

If the customer would like to accept this quotation subject to reservations, the customer may make a written declaration to the Lessor to that effect; a contract shall be executed only upon a written order confirmation from the Lessor. Emails shall satisfy the written form requirement.

If there is no written agreement between the parties that deviates from the General Terms and Conditions, but only a verbal contract is concluded, the rental period begins with the handover of the rental items.

Unless otherwise stipulated, all prices shall be net prices subject to the addition of sales tax/VAT.

Services such as transport, delivery or similar are not included in the item prices. They will be charged separately according to the expense. Other services (such as Construction or Dismantling, procurement of materials, etc.) can also be commissioned by the client. There is no fundamental entitlement to such additional services.

## 3. HANDOVER AND RETURN

The Lessor shall provide the rented items no later than at the beginning of the agreed upon lease period at the Lessor's business domicile. The lessor is obliged to provide the ordered rental items to deliver in medium style and quality. He is still entitled to order items through to replace equivalent or better items if it is not possible for the ordered items to be delivered with reasonable effort.

If delivery by the Lessor has been agreed upon, such deliveries shall principally be made on even ground to behind the first door. Unless otherwise agreed upon between the Parties, the Lessor shall owe neither assembly nor dismantling nor commissioning, connection or disconnection services of the rental property. Special features regarding delivery (e.g. spatial restrictions and special features) must be communicated by the customer at the latest when the offer is confirmed. The delivery requires that the delivery location can be reached by truck of 7.5 - 12 tons. If delivery to the building has been arranged, the required minimum door width must be 1.20 meters, the minimum height 2.20 meters.

The customer is obliged to check that the rental items are delivered immediately and that they are complete to check for defects. Any short deliveries or defects must be reported in writing before the beginning of the customer's event / the use of the items by the customer - otherwise the delivery is deemed to be free of defects and complete.

The customer may not pass on the rental item to third parties. The usage by the customer is carried out exclusively for the agreed contractual purpose.

If the rental property should be damaged during the term of the rental, the customer shall be liable for replacement if and to the extent that such damages were caused culpably (even slight negligence is sufficient) by the Customer (or his vicarious agent, etc.). Significant soilage of the rental property shall be equivalent to damages, whereby glassware, cutlery and china may be returned unwashed with food residues simply removed without any further cleaning. Returns must be sorted by categories.

Returning fewer quantities or failing to return shall also result in customer's obligation to replace. The customer is responsible for damage or theft/embezzlement by third parties from handover to return. The customer is liable for compensation of these. For deliveries of cutlery, glasses and crockery in a simple design is a breakage or loss amount of a maximum of 3% included in the rental price. For higher quality porcelain and cutlery series (such as KPM porcelain, silver cutlery) a complete return is mandatory, a breakage or amount lost is not included in these items.

Unless otherwise agreed upon, the return by the customer shall occur at the domicile of the Lessor. In the event of pick-up by the Lessor, the customer shall provide the rented property on flat ground in transportation ready and sorted condition.

The lessor is entitled to check that the delivered items are complete and free of defects after the items have been returned. He commits himself to report and communicate any shortages or defects immediately after discovery to the customers.

For damages caused by agents or help or respective third parties whose handling of the rental property must be allocated to the customer, the customer shall be held liable in the event that the customer violates the care and diligence obligations the customer has.

If a replacement is necessary due to damage, omission or incomplete return, the replacement price is largely used to determine the claim for damages.

## 4. RENTAL PERIOD

Unless otherwise stipulated or agreed upon, the rental period for the provided rental rate shall be three business days including the receipt and return date. If returns are made late, a surcharge of 50% of the net rental rate shall be levied for each additional day.

## 5. LIABILITY OF THE LESSOR

- (1) The Lessor shall pay damage compensation or replace expenditures incurred in vain, regardless of the legal grounds (e.g. for legal business transactions or legal business transaction equivalent debtor relationships, breach of duty and illegal acts) only to the following extent:
  - a) Liability in the event of acts of intent or based on warranties shall be unlimited.
  - b) In the event of gross neglect, the Lessor shall assume liability in the amount of the typical damages that were foreseeable when the contract was executed vis-à-vis corporations and companies. Vis-à-vis consumers, the Lessor shall assume unlimited liability.
  - c) ) The liability of the Lessor shall be excluded in the event of simple negligence vis-à-vis companies and corporations of public law, however, this shall be subject to the following exemption: In the event of a breach of an obligation the fulfillment of which is of cardinal importance for the performance of the contract and makes it even possible, the Lessor shall assume liability for the damages that are typically foreseeable upon execution of the contract. The Lessor shall assume unrestricted liability vis-à-vis consumers.
- (2) If Lessor's liability is excluded or restricted, this shall also apply to the personal liability of employees, representatives and agents of the Lessor.
- (3) For damages arising from the culpable injury to life, physical injury or health damages and in the event of claims based on the product liability act, the statutory provisions subject to the exclusion of the above limitations shall apply.
- (4) If the customer should advise of any deficiency that significantly impairs the usability of the rental property for the contractual use, the Parties shall clarify in each individual case whether the deficiency can be eliminated through the delivery of an at least equivalent replacement. The customer shall be required to make a respective notification of deficiency right away.
- (5) The lessor is not responsible for any delivery delays or cancellations due to force majeure liability.

## 6. PREMATURE TERMINATION

Prior to the start of the contract, the Lessor shall grant the customer a special right to terminate. This special right to terminate may be exercised vis-à-vis the Lessor by way of a written declaration (an email shall suffice). Depending on the time of receipt of the termination notice, a cancellation fee in the following sliding scale amounts shall apply:

- Up to 90 days prior to the start of the rental period 20% of the agreed upon rental rate.
- Up to 60 days prior to the start of the rental period 40% of the agreed upon rental rate.
- Up to 30 days prior to the start of the rental period 50% of the agreed upon rental rate.
- Up to 48 hours prior to the start of the rental period 80% of the agreed upon rental rate.

If the customer should terminate upon expiration of the special termination option, i.e. within 48 hours prior to the start of the contract, the Lessor shall charge the customer for the regular rental rate at 100 %.

Damage compensation may be set at a higher or lower rate if the Lessor proves higher damages or the customer proves that lesser or no damages were incurred.

## 7. ANCILLARY OBLIGATIONS OF THE CUSTOMER

The customer shall undertake to observe all required provisions and government agency impositions and to obtain the necessary permits. To that end, the customer shall indemnify the Lessor against any and all claims. It shall be the customer's obligation to obtain insurance coverage for the rental property; the Lessor has not obtained any insurance coverage.

## 7. ANCILLARY OBLIGATIONS OF THE CUSTOMER

The place of jurisdiction and fulfillment shall be Berlin/Düsseldorf. German law shall govern this contract subject to the exclusion of the UN Convention on International Sales Contracts (CSIG).