

§ 1 General - Scope

1. These general terms and conditions apply to all present and future business relationships in the context of which we act as lessor..
2. Any terms and conditions of the customer in departure from, in conflict with or in supplement to these general terms and conditions, even if notified to us, are not a part of this contract excepting where their validity is explicitly agreed in writing..

§ 2 Contract conclusion / Rental period / Contract termination

1. Our quotes are non-obligational and non-binding, excepting where explicitly characterised as binding. We reserve the right to make technical changes, as well as changes in shape, colour and/or weight, within reasonable limits.
2. An order placed by the customer constitutes a binding offer of a rental contract for the rental of the goods ordered. This contractual agreement may be accepted by us within two weeks of receipt. Acceptance will be confirmed either in writing by means of an order confirmation, or by delivery of the rental goods to the customer. If acceptance is confirmed by order confirmation, the customer must check this order confirmation immediately. If any irregularities in the order are observed, the customer must notify us in writing immediately.
3. The rental period starts when the rented item leaves our factory/warehouse, at the latest however at the point of time specified in the order acknowledgement. The rental period ends when the rented item is received back at our factory/warehouse, at the earliest however at the point in time specified in the order acknowledgement.
4. The customer is entitled to cancel the rental contract by submitting a written declaration of such before the rental period expires. In the event of such a cancellation, the hirer owes flat-rate compensation for expenses and damages calculated as follows:
(a) Cancellation up to 60 calendar days prior to delivery of rental object from our factory/warehouse; 20% of the contract sum specified in the order acknowledgement;
(b) Cancellation up to 14 calendar days prior to delivery of rental object from our factory/warehouse; 40% of the contract sum specified in the order acknowledgement;
(c) Cancellation less than 14 calendar days prior to delivery of rental object from our factory/warehouse; 50% of the contract sum specified in the order acknowledgement;
(d) Cancellation after delivery of rental object from our factory/warehouse; 100% of the contract sum specified in the order acknowledgement.
It is up to the customer to prove that any expenses and/or damages were not incurred or are significantly lower than the flat-rates.

§ 3 Price, payment conditions

1. Insofar as not stated otherwise on the order confirmation, our prices include the costs of delivery and removal and are inclusive of assembly and disassembly.
2. Statutory value added tax is not included in our prices; VAT will be billed at the rate applicable on the date of issue of the invoice and will be indicated on the invoice separately.
3. Deduction of any discounts will be by separate agreement in writing only.
4. All prices given are in euro. Payment in foreign currency is only allowed if agreed separately in writing. If paying in foreign currency, the customer must compensate us for any losses we suffer due to exchange rate changes from the date of the order confirmation. A claim for such compensation is exigible at the same time as the payment of the rental price.
5. Unless otherwise agreed, we are entitled to invoice 30% of the purchase price upon order confirmation and 30% after successful assembly of the rental goods and, if the rental period is less than one month, 40% of the rental price after the end of assembly or, if the rental period is longer than one month, the remainder of the rental price in equal monthly instalments. Insofar as not indicated otherwise on the order confirmation, the rental price is due, without deduction, 10 calendar days after the date of invoice.
6. If the customer is in default of payment of an invoice amount by more than one month, we are entitled to, at our discretion, either block the rental goods from use by the client for the duration of default, or to summarily cancel the rental contract and have the rental goods disassembled and returned to us at the customer's expense. We accept no liability for the consequences and losses of the customer resulting from these measures. For the rest, the statutory default scheme applies..
7. The customer is entitled to offsetting of any claims on its part only where such counterclaims have been upheld at law, are undisputed or are acknowledged by us. The customer can only exercise a right of retention where its counterclaim pertains to the same contractual relationship.
8. We are entitled to deduct our claims from claims of customers. Further, we are entitled to deduct claims of other companies within our corporate group from claims of customers, where such claims pertain to their business relations with the customer or any other right against the customer. Decisive for the determination of the businesses entitled under this clause is the annual report most recently published at the time the contract was concluded.

§ 4 Terms and conditions of delivery, assembly and disassembly

1. Compliance with the delivery period(s) specified in the order confirmation is contingent on complete and timely clarification of all technical issues in advance. Further, compliance with the delivery period(s) is contingent upon timely and complete fulfillment of the customer's cooperation obligations. We reserve the right to invoke non-fulfilment of the contract on the customer's part.
2. Any building permit or other approval by competent authorities required will be obtained by the customer prior to delivery of the rental goods. The customer is solely responsible for obtaining all necessary approvals of the competent authorities, at its own cost, prior to the start of its use of the rental goods. Upon the written request of the customer, we will provide an inspection log (structural analysis). The inspection log will contain an original certified structural calculation with the inspection report of a competent inspection authority for constructional analysis, execution and (if applicable) completion protocol, as well as forms for completion and acceptance. The inspection log may only be used for filing with the competent authorities. Any conditions imposed by the competent authorities must be fulfilled solely by the renter, at the renter's expense.
3. The customer warrants sufficient loadbearing capacity and related properties of the ground, in accordance with our specifications, in the area in which the rental goods are to be erected, as well as warrants the accessibility of the access routes to the construction area and the accessibility of the construction area for work vehicles up to a payload of 40 T or an axle load of 2 to 7.5 T.
4. If due to unforeseen, non-attributable or extraordinary events on our part, a delivery to us by a supplier or transport company is delayed, the delivery time(s) as specified in the order confirmation will be deferred accordingly. The same applies in the event of strike and/or lockout. If such non-availability lasts a period of one month or longer, we are authorised to withdraw from the contract, so long as the customer was immediately informed of the non-availability. In such cases, any payment already made will be immediately refunded.
5. If the customer is in default of acceptance or attributably fails in other cooperation obligations, we are authorised to demand compensation of the damages we suffer thereby. If the assembly location for the rental goods as stipulated in the order confirmation is not or is only partially available at the agreed delivery period, we are authorised to store the rental goods or correspond-

ing portion thereof, at the expense and risk of the customer. For this storage, as from the start of the default of acceptance, we will charge a fixed fee of 0.2% of the value of the stored rental goods. This storage fee is maximised at 5% of the total order value. We reserve all further rights and claims.

6. In the event of default of delivery, we will be liable as determined in the provisions of law insofar as the default of delivery is attributable to gross negligence or intent on our part.
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Insofar as assembly and disassembly of the rental goods is agreed in the order confirmation as part of our performance, we will inform the customer of the assembly and disassembly times in advance. The customer must hire the auxiliaries for both the assembly and disassembly, and the loading and unloading, as specified in the order confirmation, in advance. If the required auxiliaries are not available or not available in the required numbers at the agreed time for reasons not attributable to us, we are not responsible for any expenses resulting from the delays in assembly and/or disassembly caused thereby. Additionally, in such cases we are authorised to either provide our own auxiliaries or engage the auxiliaries of third parties, in either case at the customer's expense.

§ 5 Use/Return

1. The customer may use the rental goods only for the purpose specified in the order confirmation, and only during the time frame specified in the order confirmation. The customer may only take the object installed into use after a written release from us.
2. The customer bears sole responsibility for the use of the rental goods. Any unauthorised changes to the rental goods, and in particular removal or relocation of anchoring material and supports, the installation of elevators, the placement of tarpaulins or signs, excavating underneath, structural changes, etc. by the customer are not permitted. Our warranty does not cover improper or injudicious use, faulty assembly or engagement of the goods by the customer or third parties, wear-and-tear, incorrect or negligent handling, improper operating resources and replacement materials, and chemical, electro-chemical or electrical influences, insofar as not attributable to us.
3. The customer warrants that the rental goods will be treated with due care. As from the delivery of the rental goods (i.e. the individual parts in disassembled state), the customer is fully liable for loss and damage of any kind that would cause any value diminishment, barring normal use/wear-and-tear. Insofar as on the basis of such losses or damages the customer obtains claims against third parties, whether these claims are under an insurance or not, the customer will assign these claims to us upon request.
4. During the rental period, the customer bears the duty of care and the duty of public safety in regard to the rental goods. From the moment of delivery until the moment of return of the rental goods, the renter must provide for appropriate and reliable security for the rental goods, at its own expense.
5. The customer may only sublet the rental goods with our written permission.
6. We are authorised to use the rental goods for our own advertising purposes at no cost.
7. At the moment of start of disassembly of the rental goods as specified in the order confirmation, the customer must grant us access to the rental goods in full, undamaged and in a clean state, at its own expense and risk. The customer will be liable for the full replacement cost of any damaged or not fully returned components of the rental goods. We reserve all other rights in regard to further claims for losses. Rental goods not cleaned will be cleaned by us or a third party engaged by us, and the costs of this cleaning will be charged to the customer.

§ 6 Warranty

1. Immediately after receiving the rental goods, the customer must inspect them for completeness and for defects. Obvious defects must be reported to us in writing within four calendar days.
2. Only the qualities of the rental goods identified explicitly as qualities of the rental goods in the order confirmation are warranted. Any technical advice and recommendations by us, as well as any promotional statements/claims are made outside of contractual obligations. Specifically, the customer is solely responsible for testing whether the rental goods ordered by the customer or recommended by us are suitable for the customer's intended purpose.
3. We warrant the repair or replacement, at our option, of defects in the rental goods (subsequent performance).
4. Insofar as we provide personnel for the purposes of the use of the rental goods by the customer, these personnel are provided solely in an advisory capacity, and no liability for this provision is accepted.

§ 7 Limitations of liability

1. Our liability extends no further than intent or gross negligence. This includes breach of duty by our legally authorised agents or supervisory personnel, as well as ordinary auxiliaries, including specifically our workers, employees and labourers.
2. The limitation of liability stipulated above does not apply to default of essential obligations (material obligations), product liability claims of the customer, or personal injury claims of the customer.
3. Labourers or auxiliaries sourced from the customer or from third parties at the customer's request for the assembly and/or disassembly or for the use of the rental goods are not qualified as our labour/auxiliaries provided in the performance of this contract. The customer bears the expense and risk for any such labourers or auxiliaries.
4. In all cases, our liability is limited to the amount of contractually typical, reasonably foreseeable damages.

§ 8 Final provisions

1. We are authorised to use the customer's company and the occasion of the rental (event) as well as, in coordination with the customer, video and audio material of the event, for advertising purposes, specifically for the purpose of references. This use will be unrestricted and free of cost.
2. This contract is governed by the law of the Federal Republic of Germany. The provisions of the CISG (UN Convention on Contracts for the International Sale of Goods) do not apply.
3. The place of performance and place of legal jurisdiction of any disputes resulting from this contract, to the exclusion of all other fora, is the place where our company has its official seat. This is without prejudice to our entitlement to elect to litigate against the customer in the customer's local court.
4. If any provision of the contract with the customer, including these general terms and conditions, is or becomes fully or partially invalid, this does not affect the validity of the other provisions. The fully or partially invalid arrangement will be replaced by an arrangement approaching the same economic consequence as the invalid provision as closely as possible.
5. These general terms and conditions are available in English and German. In case of any divergence in the interpretation, the text in German shall prevail.