

General Terms and Conditions (GTC I)

Rental & other goods and services

1. Scope

The contractor works exclusively according to these General Terms and Conditions (GTC), which apply to additional and subsequent orders. The customer's General Terms and Conditions are hereby expressly excluded.

2. Offers & conclusion of contract

- 2.1. The contractor's offers are not binding.
- 2.2. Reservations are not legally binding and do not constitute an order confirmation.
- 2.3. An order made by the customer must be in writing and is binding on the customer as soon as the order is received by the contractor.
- 2.4. The contractor is free to decide whether to accept the order.

3. Rental period

The rental period includes the agreed day on which the rental items are made available at the contractor's warehouse (start of rental) and the agreed day of return of the rental items at the contractor's warehouse (end of rental). This applies irrespective of whether the customer, the contractor or a third party carries out transport.

4. Prices & additional services

- 4.1. Unless agreed otherwise, the rental price on the contractor's valid price list at the time of conclusion of the contract shall be treated as agreed.
- 4.2. If the price for additional services, such as delivery, installation and support by qualified personnel, is not specified by contract, the usual price shall be treated as agreed.
- 4.3. The customer shall also reimburse the contractor or its personnel for all necessary additional costs for which evidence is provided, such as the cost of packaging, the cost of transport, transport insurance, travel costs, cash expenses, food and accommodation costs and costs for customs clearance, which are incurred by the contractor or its personnel for contractual performance, plus a fixed administrative charge of 15% of the order total. These additional costs are indicated separately on the order confirmation.

5. Transport & transfer of risk

5.1. Unless agreed otherwise, the contractor shall not be responsible for transport of the rental items.

The customer must therefore itself collect and return the rental items from/to the contractor's warehouse.

The risk of loss of, deterioration or damage to the rental items shall pass to the customer as soon as the rental items are moved by the customer for the purpose of loading and the customer shall bear the risk during unloading when returning the rental item, until the rental items touch the contractor's floor in entirety at the place provided for this purpose.

The customer shall insure transport with insurance cover for the current value of the rental items and shall enclose corresponding proof with the order confirmation upon request.

5.2. If transport to the destination is agreed in writing between the contractor and the customer, the following applies:

for **business customers**, FCA (Free Carrier) according to INCOTERMS as amended from time to time, which are hereby incorporated into the contract. FCA (Free Carrier) is 85095 Denkendorf, Keltenstr. 3. The customer is responsible and has liability for unloading.

for **consumers**, the risk shall pass upon reaching the destination specified by the customer. The customer is responsible and has liability for unloading.

5.3. If the contractor has transport carried out by a third party, the customer must first claim against the third party for any loss, to the extent permitted by law. For this purpose, the customer may demand that the claims to which the contractor is entitled against the third party are assigned to the customer, to the extent to which the contractor is liable to the customer under clause 9.

6. Cancellation by the customer

6.1. Early cancellation by the customer is possible in accordance with the following provision. In order to be effective, cancellation must be made in writing within the meaning of clause 18.

6.2. In the event of cancellation, the customer shall pay the costs incurred, but not less than the price under clause 4, as compensation, according to the following scale:

Cancellation from order confirmation up to 30 days prior to contractual start of rental 20 % of the total amount

Cancellation 29 days to 10 days prior to contractual start of rental 50 % of the total amount

Cancellation 9 days to 4 days prior to contractual start of rental 80 % of the total amount

Cancellation less than 4 days before the contractual start of rental 100 % of the total amount

6.3. The date of cancellation shall be determined by receipt of the notice of cancellation by the contractor. The customer shall not be required to pay compensation if the customer proves that the contractor has not incurred any loss or has only suffered loss that is substantially less.

The customer must pay a greater amount in compensation, if the contractor demonstrates greater loss.

7. Payment

7.1. Unless agreed otherwise, the full payment due under the contract is due in advance at the time of the agreed start of rental. This also applies to payments for other services that have been agreed.

Payment is due within 8 days of receipt of the invoice; after this period, the customer is automatically in default. Statutory default interest shall apply.

The contractor is only obliged to hand over the rental items to the customer if payment has been made in full in advance, unless agreed otherwise. Whether payments are on time shall be determined by receipt of payment of the money by the contractor.

All additional costs incurred by the contractor or its personnel in connection with performance of the contract shall additionally be reimbursed by the customer and shall also be indicated on the invoice, in particular the costs of board, accommodation costs, travel costs, and customs duties.

Separate payment must be made for the provision of replacement materials. Payment is owed when replacement materials are provided, i.e. regardless of whether or not they are used. The price for replacement materials shall be the agreed or the usual rental price.

7.2. Insofar as any payment methods are agreed, they must be recorded in writing.

7.3. In the event of late payment, the customer shall, as a minimum, owe statutory interest, which is currently 9 percentage points above the ECB base rate. The contractor reserves the right to claim further compensation for late payment.

7.4. The customer may only exercise rights of retention and offsetting in respect of undisputed counterclaims that have been legally established by judgement and/or are ready for judgement. The customer remains entitled to exercise rights of retention based on this contractual relationship, without limit.

8. Defects & warranty

8.1. The items rented out by the contractor are technically complex equipment and they are therefore sensitive to malfunctions and require particularly careful handling and operation by technically trained personnel.

8.2. The contractor shall make the rental items available at its warehouse on working days (Monday to Friday) between 09:00 and 12:00 and 13:00 and 16:00 in a condition suitable for use as per the contract for the duration of the agreed rental period. The customer must inspect the rental items to ensure they are complete and free of defects when they are handed over and must notify the contractor immediately of any defects or if they are incomplete. If the customer fails to inspect or to notify us, the condition of the rental items shall be treated as approved/defect-free in a contract between **businesses**, unless the defect could not be identified from inspection. However, if such a defect is identified later, notice must be given immediately after it is discovered. Otherwise, the condition of the rental items shall be treated as approved/free of defects, even with this defect. Notice must be in writing within the meaning of clause 18.

8.3. If the rental items are defective at the time of transfer or if such a defect becomes apparent at a later date, the customer may demand supplementary performance after giving timely notice. This does not apply if the defect is obvious or if the customer caused the defect itself. The contractor may fulfil the request for supplementary performance at its own discretion by providing an equivalent defect-free rental item or by repair. The customer may only demand supplementary performance during the

period specified in clause 8.2. The contractor may make supplementary performance dependent on the reimbursement of transport, travel and labour costs by the customer if the improvement involves disproportionate costs. This is normally the case if the supplementary performance is associated with costs for travel abroad.

8.4. The customer is only entitled to reduction of price, rescission or compensation if the attempt at supplementary performance by the contractor has been unsuccessful or if the contractor has refused to undertake supplementary performance because the customer has not accepted the costs as per clause 8.3, sentence 5. If the customer fails to give such notice or gives late notice of the defect, it may not reduce the price, withdraw from the contract or demand compensation on grounds of the defect. The claim to compensation, rescission or reduction of price is also excluded if the customer has immediately notified the contractor of the defect, but improvement was not possible within the period specified under clause 8.2. In the event of failure to give notice or late notice, the customer must compensate the contractor for the loss that is caused as a result. Any contributory negligence on the part of the customer in the defect also excludes the right to reduce the purchase price, to withdraw from the contract or to claim damages.

8.5. If the contractor complies with the customer's request to rectify the defect and the customer does not grant access to the item at the agreed time, or if it turns out that there is no objective defect in the contractor's performance, the customer must reimburse the contractor for the expenses incurred as a result.

8.6. If the customer rents technically complex equipment or equipment that is difficult to operate without making use of the specialists recommended and provided by the contractor, the customer is only entitled to demand supplementary performance if it can prove that the defect was not caused or partly caused by operating errors.

8.7. The customer must obtain any necessary approvals required under public law at its own expense in connection with the planned use of the rental items. If installation is carried out by the contractor, the customer must provide the contractor with proof of the necessary approvals upon request. The contractor is not liable for whether or not the rental items are suitable for approval for the use intended by the customer.

9. Liability

9.1. The contractor is liable without limitation for intent and gross negligence. The contractor is similarly liable without limitation for injury to life, body and health, but also for minor negligence.

9.2. In the event of minor negligence relating to breach of essential contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the customer is typically entitled to rely, the contract's liability is limited to a maximum of 10 million Euros or to the typically foreseeable loss in transactions of this nature.

9.3. All other liability is excluded.

9.4. The above provisions on liability also apply to vicarious agents and executive employees used by the contractor.

10. Set-up by the contractor & acceptance

10.1. If the contractor is required by contractual agreement with the customer to set up the rental items, the contractor is nevertheless not obliged to check the suitability of the set-up site prior to performance of the contract. The customer must ensure the installation site is suitable for the equipment to be set up, erected or installed by the contractor. If set-up is delayed due to circumstances for which the contractor is not responsible, the customer shall bear the additional costs incurred as a result (e.g. waiting times, additionally required travel of personnel, etc.).

10.2. The customer must ensure that the contractor's employees have access to the site on the date of work, otherwise it must reimburse the additional costs incurred.

10.3. The customer must ensure that work/tasks carried out by the contractor can be carried out without interruption, delay or obstruction. Any additional costs for any delays or obstructions caused by the customer or those for which the contractor is not responsible shall be borne by the customer.

10.4. After the work has been completed, the contractor shall carry out acceptance with the customer.

The work is accepted and acceptance is complete when the work has successfully passed the acceptance test. Acceptance cannot be refused on account of a defect which only insignificantly reduces the usability.

If the customer waives acceptance or does not take part in acceptance after being requested to do so, the contractor is entitled to carry out acceptance without the customer and the customer must accept the

results of acceptance. In any case, the work shall be treated as accepted when the customer has started to use the rental items.

11. Obligations of the customer during the rental period

11.1. The customer must treat the rental items with care.

11.2. The rental items may only be assembled, operated and dismantled in accordance with the technical provisions and only by competent persons. If items are rented without personnel from the contractor, the customer must ensure compliance at all times with all applicable safety regulations, in particular the accident prevention regulations of the employers' liability insurance association and the guidelines of the Association of German Electrical Engineers (VDE).

11.3. The customer must ensure uninterrupted power supply during use of the rental items. The customer shall be liable for damage caused by a power failure or power interruptions/fluctuations.

12. Insurance

12.1. The customer must take out proper and adequate insurance against the general risk associated with the applicable rental items (loss, theft, damage). On request, the customer must provide evidence to the contractor that it has taken out insurance. See clause 5.3 regarding transport insurance.

12.2. If the contractor and the customer agree that the contractor is responsible for taking out the insurance, the customer shall reimburse the costs of the insurance to the contractor.

13. Rights of third parties

13.1. The customer must keep the rental items free of all encumbrances, claims, seizure and other legal claims of third parties. It must inform the contractor immediately of such measures taken by third parties, providing all necessary documents. The customer shall bear the costs of defending against such claims, unless the claims fall within the contractor's scope of responsibility.

13.2. The customer shall pay compensation for any damage caused to the contractor as the result of failure by the customer to comply with the above provision.

14. Termination

14.1. A rental contract may only be terminated by either of the parties for good cause. This also applies to agreed additional services.

14.2. The contractor shall have cause, in particular, if:

a) the economic situation of the customer has deteriorated significantly, e.g. if seizure or other enforcement measures are carried out against it or if an application is made to initiate insolvency proceedings or out-of-court settlement proceedings in respect of its assets;

b) the customer uses the rental items in breach of contract;

c) where the rent is to be paid and calculated by periods of time, the customer is in arrears with the payment of one instalment of the rent.

14.3. If several items are rented, the customer is only entitled to terminate the entire contract due to the defectiveness of a single item if the rental items have been rented together and the defect significantly impairs the function (as stipulated in the contract) of the rental items in their entirety.

14.4. The customer shall not have good cause in particular if:

a) the scope of the event is reduced after conclusion of the contract (e.g. cancellation, abortion, reduction in time);

b) the artist changes the technical requirements for which the rental items were intended;

c) lack of permits, lack of visitor interest, bad weather prevails

15. Return of the rental items

15.1. The rental items including accessories (e.g. boxes, containers, protective covers etc.) as well as used materials (e.g. used bulbs) must be returned complete, in good order, clean and defect-free at the contractor's warehouse during the times specified under clause 8.2, at the latest on the last day of the agreed rental period.

All costs incurred by the contractor due to late return (e.g. rental by the contractor from a third party or purchase of material) shall be borne by the customer.

In the event of early return of the rental items, the customer must nonetheless pay the complete, contractually agreed rent to the contractor, unless the contractor can immediately rent out the items again and no profit is lost as a result.

The obligation to return the items also applies to defective rental items, in particular to bulbs and other small accessories.

15.2. Return is only complete when all rental items have been completely unloaded in the contractor's warehouse. The contractor reserves the right

to inspect the rental items extensively. Acceptance without complaint does not constitute acknowledgement that the returned rental items are complete and in the required condition (including how clean the items are). The contractor shall notify the customer in writing of any defects without delay. If a defect is discovered at a later date, the contractor shall notify the customer immediately after discovery.

If rental items are not returned clean and cleaning has to be carried out by the contractor, the customer shall bear the costs incurred.

15.3. If the agreed rental period is exceeded, the customer must immediately inform the contractor in writing. Continued use does not extend the rental. For each day exceeding the agreed rental period, the customer shall pay compensation for use equal to the agreed price per day of use.

15.4. In the event of culpable damage or loss of the rental items, the customer shall reimburse the contractor for the repair costs and, in the event of total destruction or loss, the replacement value, less the residual value, if applicable. The customer shall also pay compensation for any consequential loss, in particular depreciation, expert fees and loss of rental, as well as a fixed administration fee of 15% of the total order value. The customer shall not be obliged to compensate the contractor if the customer proves that the contractor has not suffered any loss or lesser loss. Similarly, the administrative costs shall increase if the contractor provides evidence that the costs were greater than the fixed fee.

15.5. In the event of loss or culpable damage to bulbs or other small accessories, the customer shall reimburse the contractor for the replacement value, unless the customer proves that the contractor has incurred no or substantially less loss.

16. Items rented long-term

16.1. If the agreed rental period is more than two months or the customer has the rental items in possession for more than two months due to late return, the provisions of this section shall apply in addition.

16.2. The customer is responsible for maintenance of the rental items. Repairs are the responsibility of the contractor.

16.3. The customer must carry out or have carried out all technical inspections and maintenance of the rental items required by law, on its own initiative, by professionals and at its own expense, in particular safety tests such as required under German accident prevention regulations (UVV) and electricity tests. At the request of the customer, the contractor shall provide information about upcoming inspection and maintenance.

16.4. If the customer returns the rental items without having carried out the work required under paragraphs 2 and 3, the contractor shall be entitled to carry out the necessary work at the customer's expense or have it carried out by third parties without further reminders or setting deadlines.

17. Renting to third parties

The customer is not entitled to give up responsibility for the rental items. In particular, the customer is not entitled to rent out the rental items to a third party. The customer shall still be liable to the contractor under their contractual relationship if the customer rents the rental items to a third party. In the event of non-compliance, the contractor is entitled to terminate the contract without notice. In this case, the customer must nevertheless pay the costs for the remaining rental period to the contractor as compensation. If the contractor can prove greater loss due to early termination, this must also be reimbursed by the customer. Deviating provisions must be in writing.

18. Written form

Any legally binding declaration must be made in writing within the meaning of Article 126 of the German Civil Code (BGB).

Unless otherwise stipulated by law, e-mail (as electronic format) is also permissible.

For clarity, messages via Facebook, Whatsapp, SMS or similar services do not meet the requirement for written form.

19. Final clauses

19.1. Oral subsidiary agreements have not been made.

19.2. If any provision of the contract, including the GTC, is invalid or not validly included in the contract, the validity of the other provisions of the contract shall not be affected. The parties undertake to agree a replacement, permissible provision that comes as close as possible to the economic intention of the parties.

20. Place of performance & place of jurisdiction

20.1. Place of performance is the contractor's registered office at 85095 Denkendorf, Keltenstr. 3.

20.2. The place of jurisdiction, including for processes relating to cheques and documents, is the contractor's place of business, provided that the requirements of Section 38 of the German Code of Civil Procedure (ZPO) are met. This place of jurisdiction shall also apply if the customer does not have a general place of jurisdiction in Germany, moves its domicile or usual place of residence outside Germany after conclusion of the contract or its domicile or usual place of residence is not known at the time the action is filed.

21. Applicable law

21.1. The law of the Federal Republic of Germany shall apply to these GTC and the entire legal relationship between the contractor and the customer, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). German is the language of negotiation and contract.

21.2. No delivery is made to embargo countries and such delivery cannot be agreed individually.