

General Rental Terms

Conclusion of a Contract

For all transactions the terms and conditions of the lessor are applicable. Adverse terms and conditions of the lessee are herewith rejected. Any deviations or additional agreements will only come into effect after previous written confirmation of the lessor. All offers are without engagement and will only become valid after a written confirmation of the lessor.

Rules for the Letting of Movable

The leased goods are only made available to the lessee for the agreed purpose and for the agreed period of time. A prolongation of the lease period requires the written consent of the lessor. The lessor is entitled to charge an additional, recalculated rental fee if the rented goods are not returned on the agreed date or the rental period is prolonged subsequently. Any assertion of a more comprehensive claim for compensation remains unaffected of this provision. The lessor reserves the right to make appropriate changes regarding the measurements, shapes and colours.

Fees

The rental fees are calculated according to the rental period and are based on the currently valid price list. Our prices are exclusive of the statutory value-added tax (VAT). In case of trade fair transactions our prices include the rental fee plus expenses for delivery and collection of the leased goods on the exhibition grounds. Otherwise the currently valid transport costs will be charged for delivery and collection of the leased goods and added to the rental fee. For floor covering the costs for laying and gluing, if necessary, are included in the rental fee, provided that the area to be covered is free, clean and even. In addition to the rental fee the lessee agrees to bear the costs for unavoidable waste caused by cutting around pillars, constructions or machines at replacement prices.

Mode of Payment and Maturity

The invoiced rental fees are payable net, without any deductions. Unless agreed otherwise our fees are payable on presentation of invoice or on delivery of the leased goods. In case of trade fair transactions the rental fees will be collected at the exhibition stand. Direct orders immediately before or during a trade fair have to be paid when the order is placed. For cheques drawn on a foreign bank a collection fee of EUR 15.00 is charged. Expenses for bank transfers abroad have to be borne by the lessee. If payment by the lessee is overdue, default interest of five per cent above the then valid key interest rate of the European Central Bank will be charged.

Delivery and Collection

All orders for which a delivery date has not been indicated will be executed in time so that the leased goods will be available to the lessee at the beginning of the event. After the event has been finished the leased goods will be collected as soon as possible. The lessee has to see to it that the goods will be ready for collection. If the delivery or collection of the leased goods is impossible owing to negligence of the lessee, the lessor is entitled to invoice the additional costs incurred. If the lessee picks up the leased goods himself, the goods may only be transported in suitable, closed vehicles. In case of a delay in payment the lessor reserves the right to refuse delivery of the leased goods or to collect already delivered goods before the end of the lease period.

Liability and Damages

If the leased goods are damaged or lost the lessor can be made liable up to the replacement price of the goods or for the repair costs if they do not exceed the replacement price. The assertion of further damage to the lessor caused by delay as well as the payment of the rental fees remain unaffected. Liability begins with the acceptance of the leased goods by the lessee and ends when the goods are returned to the lessor. In case of trade fair transactions liability begins with the delivery of the goods to the stand and ends with the collection of the goods, irrespective of the fact whether the stand is occupied or not. Liability ends at least 24 hours after the event has finished unless the leased goods have not been made available for collection or a different collection date was agreed. Any liability of the lessor for any damage to property or persons in connection with the use of the leased goods is ruled out unless the lessor is charged with intent or gross negligence.

Insurance

The leased goods are not insured. An insurance for the leased goods for the duration of an event including assembly and disassembly periods is recommended.

Defects and Replacements

The lessee has to make sure that the leased goods are in faultless condition and complete when being delivered. Any defect has to be reported to the lessor immediately. If this is not the case it is assumed that the leased goods are free of any defects. The same applies when the goods are being returned to the lessor. In case of a justified complaint the lessor is entitled to supply a replacement of the same or a superior quality at the same price. No claims can be asserted due to such a replacement. The lessor is exempt from any obligation to deliver if the delivery of the leased goods is impossible owing to acts of God.

Cancellation

The cancellation of an order is admissible up to 14 days before the beginning of an event or before the agreed delivery date. If the order is cancelled on a later date, the full rental fees have to be paid. If it is, however, possible to lease the goods to a third party, only the cost incurred to this date will be invoiced. In case of a justified complaint the lessee is entitled to withdraw from the contract, if the lessor is not in a position to make goods of the same or superior quality available.

Place of Jurisdiction

Place of performance for lessee and lessor is the registered office of the lessor. If the lessee is a merchant, the registered office of the lessor is also the place of jurisdiction. The legal provisions of the Federal Republic of Germany are authoritative, also for business transactions with foreign customers. In case of any dispute the German text shall prevail.

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