

General Terms of business (Januar 2014)

- Contracts about the renting of technique, light and/or sound systems -
tennagels Medientechnik GmbH, Ackerstraße 11, 40233 Duesseldorf

1) General Terms

- a) The following general terms of business are component of all offers and contracts about the renting of light and/or sound installations and they are also applied for all future transactions with tennagels Medientechnik.
- b) Terms of business of the customer not being compatible to that do not become part of the contract.
- c) A lease with the customer only takes place with the order confirmation by tennagels Medientechnik, but at the latest with delivery of the rental or licence object to the tenant.

2) Rental object/rental period/cession/use

- a) The single devices mentioned in the licence contract and/or the order confirmation are object of the rental agreement. tennagels Medientechnik reserve their right to replace the listed single devices by devices being equal with regard to their function.
- b) The rental period starts with handing over the devices in case of self-collectors, with handing over to the carrier in case of dispatch and it ends with the return of the rental object to tennagels Medientechnik. If the rental object is installed and disassembled from the part of tennagels Medientechnik or their auxiliary persons, the rental period starts with the installation and ends with the completion of the dismantling.
- c) If tennagels Medientechnik falls behind schedule with the cession of the rental object, the tenant has to set a time extension to tennagels Medientechnik being adequate regarding the branch and the individual conditions. In this period the renter can catch up on the cession of the rental object.
- d) The tenant is obliged to use the rental object in a careful way and particularly to observe all using instructions and maintenance notes. During the rental period the tenant has to replace at his own expense illuminants that failed in the rental period.
- e) If an agreement upon the dispatch of rental objects was met, this one must be effected in standard packages at the tenants expense.
- f) Tenants must not pass on any devices to third parties without previous written agreement.
- g) In case of distraint and other access of third parties to the devices, the tenant has to point out to the property of tennagels Medientechnik. Furthermore, he is obliged to inform tennagels Medientechnik immediately on the distraint or other access of third parties to the devices. In case of distraints he must immediately send to tennagels Medientechnik the bailiff's return and to assure that the pledged object is identical with the device hired by tennagels Medientechnik. Possible arising intervention costs are at any rate for debits of the tenant. With delays in payment of the tenant, particularly in case of payment stoppage, application or opening of insolvency as well as judicial or extrajudicial settlement proceedings on the estate of the tenant, tennagels Medientechnik are authorised to demand the immediate surrendering of the rental object. In addition tennagels Medientechnik are authorised in that case to demand the assignment of the surrendering claims of the tenant to third parties.

3) Rent

- a) The offers of tennagels Medientechnik are without engagement unless they are expressly described as engagingly.
- b) Not included in the indicated rent are possible personnel costs (unless not expressly indicated), costs for work equipment (riser, scissor type jack etc.) the delivery and/or removal, km flat rates, expenses, postage, insurance and packing.
- c) If personnel costs are indicated separately, they are valid without arrival and departure, without hotel costs and without catering.
- d) Travelling expenses, overnight stays and expenses are - if not listed in the offer - on a time and material basis. Flights within Europe are carried out in Economy Class, intercontinental flights in business class, Train journeys are carried out in the 1st class. Journeys by car are charged with 0.50 €/km, by pickup-truck till 3.5 tons with 0.70 €/km and by lorry till 7.5 tons with 1.40 €/km.
- e) tennagels Medientechnik is incumbent on the increase of the contractually agreed rent provided that 4 months have passed from the contract until the delivery and/or collection of the consignment.

4) Liability/Guarantee

- a) The tenant is liable for every loss, damage and deterioration of the renting object. The tenant obliges himself on the performance including a prolonged demand to conclude a property insurance on a time value basis which covers the renting object against loss, theft, damage, damages by vandalism. The costs for this are for debits of the tenant.
- b) The tenant meets the exclusive traffic safeguarding duty for the renting object
- c) Self-collectors are liable for the state of the rental object from the time of surrendering.
- d) In case of delivery agreements the tenant is liable for the condition of the rental object from the time of the delivery to the carrier, unless the tenant had agreed upon a transport indemnity insurance at his expense on concluding the contract. The tenant has to assert claims regarding transport damages to the carrier. During the total rental period the tenant has to insure the rental objects at his own expense and in an adequate height against theft and damages. Tennagels Medientechnik reserve their right to demand a proof of that.
- e) The tenant is liable for the consequences of false or incomplete details as well as in case of residual errors on call.
- f) The tenant is liable for the condition of the rental object from the time of the start of the assembly until the completion of the disassembly.

The function surrendering of the rental object is carried out by a common inspection (renter – tenant) and signing of a hand-over protocol made out by tennagels Medientechnik.

- g) tennagels Medientechnik are legally responsible for the injury of lives, body and health at deliberate or negligent breaches of duty of their own as well as for faults of their legal representatives and fulfillment assistants as per the legal regulations. tennagels Medientechnik are liable for claims with lack of contractually guaranteed features and with slightly negligent violation of essential contractual duties (cardinal obligations). If the violation of a cardinal obligation – also by their auxiliary persons – is not negligent but deliberate, the liability of tennagels Medientechnik is restricted according to its height to those damages typical for this type of contract which at the time of the contract were foreseeable in a reasonable way.
- h) tennagels Medientechnik are not liable for escaped profit, missing economies, damages from claims of third parties and other indirect damages and consequential damages.
- i) War, terrorism, strike, lockout, raw material and energy lack, operation and traffic hold-ups, official decrees - also as far as they make the execution of the concerned business transaction uneconomical for unforeseeable future – as well as all cases of acts of God, also with suppliers, exempt tennagels Medientechnik for the duration of the disturbance of the obligations of the rental agreement. Such events authorise tennagels Medientechnik to withdraw completely or partly from the contract without the tenant being able to deduce a right to compensation from that.
- j) Periods without rent for which the tenant has to accept the responsibility have to be settled by him to the extent of the actual lease costs. Further claims (acquisition of alternative material) to fulfil the subsequent leases are not taken into account here yet. The costs will be billed separately.
- k) If – at the time of cession – the rental object shows a visible lack, the tenant has to inform tennagels Medientechnik immediately in written form about that. The tenant has to inform about other lacks still during the rental period. If the tenant refrains from an immediate notice of defect, he can neither decrease the service in return nor assert a retention because of this. The tenant is liable for all damages which arise at the renting object and/or property and fortunes of third parties by the fact that a notice of defect has culpably not been transmitted or with a delay.
- l) If the proof of a lack is furnished, tennagels medientechnik can decide on the remedying of the lack on the spot and the replacement. If the lack leads to break-up of the operability of the device no rent has to be paid for this time. If the operability is reduced the rent can be decreased adequately.
- m) In case of a damage the device must neither be opened and/or repaired by the tenant nor by a third party without the consent of tennagels Medientechnik.
- n) In case of a lack the tenant can terminate the tenancy only for an important reason after an adequate time being usual for the branch (forward transaction) which is granted to tennagels Medientechnik to remedy the lack and/or to deliver a replacement.

5) Place of performance/installation/cooperation

- a) The tenant has to take care that the place at which the performance of tennagels Medientechnik has to be rendered as stipulated in the contract shows a corresponding suitability. Furthermore it is also the task of the tenant – if necessary - to procure required official approvals and/or comparable requirements on the part of third parties at the expense of his own.
- b) If at the desired place the performance of tennagels Medientechnik can only be effected by additional effort which is not object of the contract, tennagels Medientechnik can document the additional effort charge to the tenant. tennagels Medientechnik will advise the tenant about the imperfection of the place of performance and estimate the expected effort volume opposite the tenant with reference to this clause in the preliminary stage.

6) Cancellation/return of the renting object

- a) The contract can be terminated early only for an important reason; If the cancellation is announced from the part of the tenant, for which the tennagels Medientechnik has not put any cause represented by them, the tenant remains obliged to pay the service in return agreed on by contract that way. Same applies for the case that the tenant does not call up the performance, respectively he prevents the performance by lacking co-operation, respectively after adequate deadline. In the two cases tennagels Medientechnik may have to credit saved charges or other advantages.
- b) The tenant must immediately inform tennagels Medientechnik about a delay upon the return.
- c) If the tenant returns the rental object with a delay, the tenant has to pay the agreed rent to tennagels Medientechnik until the return. Same applies if the tenant hinders tennagels Medientechnik during the disassembly/removal of the rental object.
- d) Tennagels Medientechnik reserves the right to assert a further damage. An implicit prolongation of the tenancy is not allowed.
- e) If the rental object is not returned in due condition, the tenant has to replace the damage resulted from that, in particular he has to pay the agreed rent for the duration of a possible repair. The tenant is responsible for the observation of all written using instructions, operating instructions, packing instructions and return guidelines (startube, LED etc.) which were placed in the case cover or handed over personally. In general the return must be effected in the condition as supplied to customer.

7) Terms of payment, data protection