

## **General Terms and Conditions for the Hire of Presentation Technology**

### **1. General**

The Lessee shall state to the Lessor, the company PPT Schreiner & Romoser oHG, the required technical scope, the precise period in which the installations are to be operated, the place of deployment, and the time when setting up shall be possible.

### **2. Transportation, installation and technical supervision**

- 2.1 Delivery and installation of the equipment shall be undertaken by the Lessor at the cost of the Lessee, and only thus shall delivery of the equipment technology, in such condition as to be ready for operation, be ensured. Dismantling and removal shall be undertaken likewise by the Lessor. The transportation risk shall as a rule be covered by the Lessor.
- 2.2 If delivery and surrender of the equipment shall take place at the Lessor's premises, the Lessee shall bear the transportation risk. The risk in respect of any incorrect installation or defective operation of the equipment shall in this connection also reside with the Lessee.
- 2.3 A more extensive equipment technology outfit shall only be made available accompanied by technical supervision on the part of the Lessor, costs therefore to be borne by the Lessee. This shall apply for the purpose of securing functionally flawless running of an event.

### **3. Price fixing**

The price stated in the offer shall remain fixed provided that the scope of the delivery to the location is not changed, and that the setting up and dismantling work are not delayed for reasons outside the Lessor's realm of responsibility. Special performances shall increase the hire charge. These may include, for instance, night work, converting equipment or expanding the outfit.

### **4. Awarding of order**

The contract shall come into being through an order confirmation on the part of the Lessor. The basis of the contract shall be the offer submitted by the Lessor with the terms and conditions contained therein.

### **5. Making available of conference rooms**

The Lessee shall ensure that the Lessor is provided with an appropriate time for setting up and dismantling and for any requisite conversion of the equipment. The Lessee shall also ensure that the venue is available exclusively for this event. Any dismantling and renewed setting up which shall become necessary due to interim letting of the premises to third parties shall be borne by the Lessee. In such instance, renewed setting up of the installation in good time can in any event only be assured if such work is commissioned at least 3 working days in advance. The Lessee shall also be responsible for making the venue available in a condition suitable for setting up.

## **6. Handing over/return**

- 6.1 The Lessee shall confirm, through signature of the delivery note/order confirmation, that he has checked the equipment, declares it to be faultless and acknowledges the Lessor's General Terms and Conditions of Business.
- 6.2 In the event that the Lessee shall not participate in the inventory and technical control of equipment on the occasion of the return thereof, the Lessee shall recognize the inventory drawn up by the Lessor.

## **7. Damage and liability**

- 7.1 The Lessee shall be liable for any damage (repair costs, loss of use), which shall be caused by the Lessee or by third parties during the period of hire in respect of the hire equipment and accessories. In the event of loss or unfitness for use of the hire equipment, it shall be indemnified at its value as new. Any liability on the part of the Lessor for direct or indirect losses which may arise as a result of malfunctions or breakdowns to the hire equipment or accessories is expressly excluded.
- 7.2 The Lessor guarantees that the hire equipment delivered shall be in working order and undertakes to maintain the same in working order for the duration of the hire period.
- 7.3 From the date upon which the Lessee shall notify the Lessor of any defects in the hire equipment and the unfitness thereof for use and the Lessor has acknowledged the complaint as justified, the Lessee shall be exempt from paying the hire charge. The Lessee shall have a duty to notify the Lessor immediately of any defects in the hire equipment. The Lessor shall then be given the opportunity to remedy the defect in the hire equipment or to make available other hire equipment of the same type. Further claims on the part of the Lessee shall be excluded.
- 7.4 The costs of any damage to the equipment after the setup or handover of the equipment shall be borne by the Lessee.
- 7.5 The Lessee undertakes to indemnify the Lessor against all claims by third parties asserted against the Lessor on the basis of or in conjunction with hire of the equipment. The Lessor's right of indemnification in relation to the Lessee shall also encompass the costs which the Lessor shall incur in warding off claims by third parties.

## **8. Cancellation costs**

In the event of withdrawal from the contract of hire for reasons not attributable to the Lessor, the agreed hire charge plus VAT shall be due as follows:

In the case of withdrawal up to:

- a) 14 days before commencement of event: 25%
- b) 3 days before commencement of event: 50%
- c) 2 days before commencement of event: 70%
- d) 1 day before commencement of event: 100%

**9. Simultaneous interpreting facilities**

Issuing of conference receivers with headphones shall be the responsibility of the Lessee, which shall provide the assistance personnel required in this connection. In exceptional instances, the Lessor may - if so requested - take over issuing of the receivers. In such instance, the service shall be invoiced. Irrespective of which party shall issue the headphones, reimbursement shall be paid to the Lessor for any receivers and headphones missing after the conference.

**10. Terms and conditions of payment**

The terms and conditions of payment shall be defined in the Lessor's offer. Otherwise, the full amount of the invoice without deduction shall be due following receipt of the invoice. In the case of longer hire periods, the Lessor shall be entitled to demand payments on account. In the case of delayed payment, the Lessor shall be entitled to add interest to the invoice amount with effect from the due date for payment at an interest rate of 2% above the respective discount rate of the *Bundesbank*.

**11. Place of jurisdiction**

Place of jurisdiction for both parties shall be Munich. German law shall apply.