

General Terms and Conditions of Publitec Präsentationssysteme & Eventservice GmbH

§1 Scope

1. These General Terms and Conditions (hereinafter referred to as the “T&C’s”) form the basis of and are an integral part of all contractual relationships between Publitec Präsentationssysteme & Eventservice GmbH (hereinafter referred to as “Publitec”) and its contractual partners (hereinafter referred to as “Customer”), which relate to the hire or sale of articles and associated goods and services provided by Publitec.
2. The following terms and conditions apply exclusively. Any general terms and conditions of the Customer that deviate from these terms and conditions shall not apply.
3. Procurement regulations of public institutions may form part of the contract following prior consultation and express written consent.

§2 Offer and conclusion of contract

1. Publitec’s services are aimed exclusively at businesses, entrepreneurs, freelancers and public institutions. The conclusion of a contract with consumers is expressly excluded.
The Customer must provide appropriate evidence.
2. Publitec’s offers are generally subject to change and non-binding. The accuracy of the offer is confirmed by the Customer placing the order.
Both the placing of an order by the Customer and the confirmation of the order by Publitec must be in writing to be legally valid.
3. The Customer’s placing of the order constitutes a binding offer. Publitec may accept this offer in writing within 14 days of receiving the order, or, in the case of a rental, up to 10 days before the desired start date.
4. The Customer is obliged to provide Publitec, without being asked, with all information necessary for the performance of the contract, ensuring that it is accurate, complete and provided in a timely manner. If information is not provided in good time, Publitec shall be entitled to suspend performance of the contract and/or to charge the Customer for any additional costs incurred as a result of the extra work or delay, at either the actual cost or the market rate.
Publitec shall not be liable for any damage resulting from incorrect and/or incomplete information provided by the Customer.
5. Any verbal or written advice provided by Publitec in connection with the preparation of a quotation is given to the best of its knowledge and only to the extent necessary for the preparation of the quotation. This advice is provided without any liability and does not replace the services of qualified professionals.

§3 Place of performance, time of performance, transport

1. The place of performance is the registered office of Publitec Präsentationssysteme & Eventservice GmbH. The Customer undertakes to collect the goods from the place of performance.
In the case of a hire agreement, the Customer is obliged to return the hired item to the same location at the end of the agreed hire period.
2. The Customer is obliged to accept the goods at the time they are made available to the Customer in accordance with the contract. If the Customer is in default of acceptance or fails to fulfil other obligations to cooperate, they may be charged for any additional costs incurred as a result.
3. If Publitec dispatches the goods at the Customer’s request, this is done at the Customer’s expense and risk. For all deliveries, the risk passes to the Customer upon handover to the forwarding agent, the carrier or any other person designated to carry out the shipment.
4. Where the goods are classified as dangerous goods as defined by the current version of the ADR, the Customer will receive a list of the items relevant for ADR as an annex to the order.

The Customer is obliged to take full account of the information contained in this list when planning, organising and carrying out the transport, and to comply with all relevant statutory requirements and official regulations, in particular the applicable ADR regulations.

The Customer warrants that the vehicles, equipment and personnel used to carry out the transport comply with the applicable legal and regulatory requirements for the transport of dangerous goods. In particular, the Customer must ensure that the drivers employed hold a valid ADR training certificate and possess all other necessary qualifications and training.

The Customer bears sole responsibility for the proper execution of the transport and shall indemnify Publitec against all claims by third parties, damages, fines, costs and other expenses arising from any breach of the relevant dangerous goods regulations by the Customer, its staff or third parties engaged by it.

§4 Prices

1. Unless otherwise agreed in individual cases, the prices current at the time the contract is concluded shall apply, ex warehouse, plus the statutory value added tax applicable at the time of performance.
2. The prices stated in the relevant quotation/order apply exclusively to that specific contract and are determined on a case-by-case basis. The Customer is not entitled to the same terms and conditions for future contracts.
3. Additional services, in particular transport, installation and support provided by specialist staff, are subject to a charge in accordance with a separate agreement.

§5 Payment

1. Unless different payment terms have been validly agreed in the contract, the full payment is due without any deductions or discounts no later than the agreed start date of the contract (payment in advance). Publitec is only obliged to supply the goods and provide the services upon receipt of full payment.

The date of payment is determined not by when the money is remitted, but by when it is received.

2. The Customer's rights of set-off and retention are excluded unless the Customer's counter-claims have been legally established or are undisputed and arise from the same contract.
3. During the period of default, interest shall be payable on the remuneration and all other claims arising from the contractual relationship at a rate of 9 percentage points above the base rate, in accordance with Section 288(2) of the German Civil Code (BGB), without the need for a formal notice of default or a reminder.

This shall not affect Publitec's right to claim further damages for delay.

4. If, after the contract has been concluded, there are indications that the Customer may become insolvent, Publitec shall be entitled to make any outstanding deliveries only upon receipt of payment in advance or the provision of security. If the advance payment or security deposit is not provided even after a reasonable grace period has expired, Publitec may withdraw from some or all of the contracts concerned, either in whole or in part.

§6 Warranty, liability and compensation

1. The Customer is liable for any damage, loss or similar harm up to the replacement value of the equipment. This also applies to used, faulty or lost lighting equipment or other parts, including small parts and accessories.
2. The Customer is obliged to check the items immediately upon delivery to ensure they are complete and free from defects, and to notify Publitec of any defects without delay. If the Customer fails to inspect the goods and/or report any defects, the condition of the goods supplied shall be deemed to have been accepted and free from defects, unless the defect was not apparent upon inspection.
3. If a defect becomes apparent at a later date, notice must be given immediately upon discovery of the defect. Otherwise, the condition of the items supplied shall be deemed to have been accepted /

free from defects, notwithstanding this defect. If the Customer fails to give notice, they shall not be entitled – without prejudice to any further claims by Publitec – to assert warranty claims, claims for damages arising from non-performance, or claims for unjust enrichment, nor shall they be entitled to terminate the contract.

4. The Customer bears the burden of proof for all the conditions required for a claim, in particular for the defect itself, the date on which the defect was discovered, and the timeliness of the notice of defect.
5. If the goods are found to have an initial defect, Publitec shall be entitled, at its discretion, to rectify the defect, replace the goods or repair them.
6. All claims for damages are excluded, in particular claims for damages arising from the impossibility of performance, from non-performance due to a positive breach of contract, and from tort. This disclaimer also applies to any form of consequential loss, loss of profit or other financial loss. Publitec shall only be liable in cases of wilful misconduct or gross negligence, as well as in the event of a culpable injury to life, limb or health, in accordance with the statutory provisions. However, in cases of gross negligence, liability is limited to foreseeable damage typical of the contract. Where Publitec's liability is excluded, this also applies to the personal liability of Publitec's employees.
7. The Customer undertakes to take appropriate measures to prevent and minimise damage.
8. The Customer undertakes to include the above provisions in contracts with third parties for the benefit of Publitec. If the Customer fails to fulfil this obligation, they must indemnify Publitec against any claims for damages made by third parties, provided that Publitec is not liable to third parties due to gross negligence or wilful misconduct.
9. Publitec shall not be liable to the Customer for any loss or damage suffered by the Customer as a direct or indirect consequence of unforeseeable, unavoidable circumstances or events beyond Publitec's control and for which Publitec is not responsible, such as natural disasters, war, civil unrest, strikes or similar events. Publitec's obligations under this contract shall be suspended for as long as the disruption continues. If the disruption lasts for more than six months or if it is not clear how long it will last, both parties are entitled to terminate the contract.

§7 Termination of the contract

1. Notwithstanding the cancellation terms set out separately, the contract may only be terminated by either party for good cause.
2. Publitec is entitled to terminate the contract with immediate effect if there is a significant deterioration in the Customer's financial circumstances, in particular if enforcement proceedings are brought against the Customer or if insolvency proceedings or out-of-court composition proceedings are commenced in respect of the Customer's assets.
3. Where the parties have agreed to payment by instalments, Publitec may terminate the entire contract with immediate effect if the Customer is in default of payment of the fee, or a significant portion thereof, for two consecutive payment dates, or if, where regular instalment payments have been agreed, the Customer is in default with the payment of an amount equivalent to two instalments.
4. If the contract covers several items, the contract as a whole may only be terminated on the grounds of a defect in a single item if the items are regarded as forming a single unit and the defect significantly impairs the functional performance of the items as a whole, as stipulated in the contract. If the Customer is partly to blame for the disruption, this precludes the right to terminate the contract.

§8 Third-party rights

The Customer must ensure that the goods are free from all encumbrances, claims, liens and other third-party rights. The Customer is obliged to notify Publitec immediately, providing all necessary documents, if the items are nevertheless seized or otherwise claimed by third parties. The Customer

shall bear the costs (including, in particular, legal costs) necessary to defend against such infringements by third parties.

§9 General final provisions

1. These terms and conditions and all legal relationships between Publitec and the Customer are governed by the laws of the Federal Republic of Germany. German is the language used in negotiations and contracts.
2. The place of performance and the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Dortmund (Germany).
3. Should any provision in these terms and conditions be or become invalid, or have not been validly incorporated into the contract, this shall not affect the validity of any other provisions or agreements. The parties undertake to agree, in the alternative, on a permissible provision that most closely reflects the documented intentions of the parties.
4. No verbal agreements have been made. Any amendments to these provisions must be made in writing to be valid. The requirement for written form is also met by fax or email.
5. All technical specifications are subject to change without notice. We reserve the right to make changes to models, prices and delivery options.

Terms and Conditions of Sale

When purchasing new and second-hand items, the terms and conditions of sale set out in this section apply in addition to the general terms and conditions.

§10 Inspection of goods

The goods must be inspected and a written complaint submitted in accordance with Section 6(2) within 72 hours of purchase.

§11 Retention of title

The goods remain the property of Publitec until the invoice has been paid in full, even if they are combined with or incorporated into other equipment, parts or items belonging to the Customer. Until ownership has passed, the Customer must store the delivered items separately and in such a way that they are clearly identifiable, and must insure them against damage and theft.

§12 Warranty in the event of purchase

1. The warranty period for new goods is 12 months from the date of transfer of risk.
2. Second-hand goods are sold in the condition they are in at the time of collection, and Publitec accepts no warranty, guarantee or liability whatsoever.
3. Any guarantees provided by the manufacturer to the Customer beyond the standard warranty do not give rise to any obligation on the part of Publitec. The Customer is obliged to ensure, at their own expense, that the conditions necessary for making a claim under the warranty are met. In particular, the Customer shall bear the costs of transport to and collection from the manufacturer, installation and dismantling, as well as the costs of a replacement unit where necessary, unless otherwise agreed with the manufacturer.
4. In the event of a valid complaint regarding a defect, Publitec may, at its discretion, remedy the defect by either supplying a replacement or carrying out repairs.
5. In the event of a warranty claim, the Customer bears the transport risk and the transport costs.

Terms and conditions of hire

In the case of rental or loan, the rental terms set out in this section apply in addition to the general terms and conditions.

§13 The Customer's obligations in respect of rental

1. The rented items must be treated with care. The Customer is obliged to maintain the rented items at their own expense. Publitec is entitled, but not obliged, to carry out maintenance on the rented property during the rental period.
2. The rented items may only be installed, operated and dismantled in accordance with the technical specifications and exclusively by qualified personnel. The Customer must ensure ongoing compliance with all applicable safety guidelines, in particular accident prevention regulations and the guidelines of the Association of German Electrical Engineers. In addition, the Customer undertakes to comply with the legal provisions in force in the country of use when using and storing the rented items.
3. The Customer must ensure an uninterrupted power supply for the use of the rented items. The Customer shall be liable for any breakdowns or damage to the rented items resulting from power cuts, interruptions or fluctuations. This applies regardless of whether the Customer is at fault.
4. Any breach of the provisions of this clause shall be deemed a breach of contract and shall entitle Publitec to terminate the entire contract with immediate effect, without the need for prior notice.

§14 Period of performance and transfer for use

1. In the case of a rental agreement, the rental period begins on the agreed date of collection of the rented items from the Publitec warehouse (start of rental) and ends on the agreed date of return of the rented items to the Publitec warehouse (end of rental). Even in the case of transport by Publitec, the date of dispatch from the warehouse or return to the warehouse is decisive for the start and end of the rental period. The rental period also includes the days on which the rented items are collected or delivered by Publitec and returned or collected by Publitec (even partial days count as full rental days).
2. The collection must take place on the agreed start date of the rental, during collection hours (Monday to Friday from 2.00 pm to 5.30 pm) at the Publitec warehouse in Dortmund.
3. Publitec undertakes to provide the rented property at the warehouse in Dortmund in a condition suitable for its contractual use for the duration of the agreed rental period.

§15 Return of rented items

1. The item must be returned on the agreed rental end date during the return times (Monday to Friday from 09:00 to 11:00) at the Publitec warehouse in Dortmund.
2. The Customer is obliged to return the equipment in full, in a clean and faultless condition, and in an orderly manner. Publitec reserves the right to carry out a thorough inspection of the returned rented items upon receipt.
3. The agreed rental period must be strictly adhered to. If this is not possible, the Customer must notify Publitec of this immediately in writing. For each day by which the return deadline is exceeded, the Customer must pay the full agreed daily fee. This should be calculated, where applicable, on the basis of the total price originally agreed. Publitec reserves the right to claim further damages.

§16 Cancellation policy

1. The Customer has the right to cancel the contract up to 3 days before the start of the rental period, without having to meet any further deadlines, subject to payment of a flat-rate commissioning fee. Notice of termination must be given in writing to be valid.
2. The retention fee is payable at the time of termination and is calculated as follows:

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| 30 days or more before the start of the rental period | 20% of the rent |
| 29 - 10 days before the start of the rental period | 50% of the rent |
| 9 - 3 days before the start of the rental period | 80% of the rent |
| 2 days or fewer before the start of the rental period | 100% of the rent |

3. The date on which Publitec receives the notice of cancellation shall be deemed the date of cancellation. The above terms and conditions also apply to additional services in accordance with Section 4(3), unless the Customer can prove that Publitec has not incurred any loss or that such loss is significantly less than the relevant flat-rate commissioning fee applicable to the remuneration.
4. In the event of a valid withdrawal or termination by Publitec, Publitec is entitled to claim damages amounting to the flat-rate commissioning fee.

§17 Warranty during the rental period

Any warranty claims of the Customer, in particular claims for damages without fault arising from non-performance and defects that occur during the rental period whilst the equipment is in the Customer's care, are excluded. Irrespective of this, the Customer must notify Publitec immediately if a defect arises or if measures are required to protect the goods against unforeseen risks.

§18 Assets rented on a long-term basis

1. Where the originally agreed rental period for rental items exceeds two months, the provisions of this paragraph shall apply in addition. These obligations shall also apply from the date on which the rental period exceeds two months as a result of a subsequently agreed extension, or from the date on which the Customer retains possession of the rented item for more than two months for other reasons.
2. The Customer is obliged to carry out the legally required technical inspections and maintenance of the hired items independently and at their own expense. Upon request, Publitec will provide information regarding upcoming inspection and maintenance dates.
If the Customer returns the rented items without having carried out the work required, Publitec is entitled, without further notice or setting a deadline, to carry out the necessary work at the Customer's expense or to have it carried out by third parties.
3. If a defect arises in items let on a long-term basis, the burden of proof regarding all the conditions for a claim – in particular the defect itself, the time at which the defect was discovered, and the timeliness of the notice of defect – lies with the Customer.
In particular, compliance with the measures set out in clauses 10 and 15 of these terms and conditions must be demonstrated.

§19 Lighting equipment

The lighting equipment supplied by Publitec must be returned in full.

In the event of damage or loss, Section 6 applies accordingly.

The cost of lighting equipment purchased by the Customer during the rental period will not be refunded.

§20 Insurance of rented items

The Customer is obliged to take out proper and adequate insurance covering the general risks associated with the rented item (loss, theft, damage, third-party liability, etc.), to the full replacement value of the rented item. Proof of insurance must be provided to Publitec upon request.

Terms and conditions for transport and warehousing services

Where Publitec is responsible for transport or storage, the terms and conditions set out in this section apply in addition to the general terms and conditions.

§21 Transport services provided by NicLen GmbH

1. Unless otherwise specified in these T&C's, the General German Freight Forwarders' Conditions 2017 (ADSp 2017) shall apply to transport and warehousing services.
The provisions regarding the place of performance remain unaffected.
For shipments carried out by NicLen GmbH, NicLen GmbH acts as the carrier and the Customer as the client.
2. The Customer must ensure that the rented/purchased items can be delivered to or collected from the agreed delivery or collection address at the agreed time. The Customer must ensure that there are sufficient suitable personnel available for loading or unloading and must carry out these operations themselves.
3. NicLen GmbH reserves the right, in the case of free route deliveries, to carry out the delivery up to 3 working days before the agreed service time, and in the case of collections, up to 3 working days after the agreed service time. Paragraph 2 applies mutatis mutandis to these periods.
4. Even in the case of free route transport, the Customer is regarded as the client as defined in ADSp 2017.

§22 Shipping documents and customs clearance

As the party commissioning the transport, the Customer is obliged to provide all the freight documents required by law.

The same applies to all necessary customs documents for exports outside the EU, whether for sales or for hire. The Customer shall pay all costs associated with customs clearance.

§23 Storage and stored goods

1. The agreed place of storage is the registered office of Publitec Präsentationssysteme & Eventservice GmbH in Dortmund.
2. The storage of goods at risk of theft in accordance with clause 1.3 of the ADSp 2017 is excluded.
The stored goods must comply with categories 1 to 3 in accordance with VdS CEA 4001.
The client confirms that the goods intended for storage meet the specified requirements.
3. In the event of a breach of paragraph 2, Publitec shall not be liable for the stored goods and shall be entitled to terminate the contract with immediate effect. In this case, the client must arrange for collection at their own expense.
4. The client shall compensate Publitec for any damage to persons, rights or property resulting from the breach or from the increased risk caused by the breach.