

Terms and Conditions for the Rental of Presentation Systems and Components from Publitec Präsentationssysteme & Eventservice GmbH, Gahlenfeldstr. 7a, 58313 Herdecke

1. Subject of the Agreement

Publitec GmbH rents the devices, including if applicable the associated operating system software provided by the manufacturer, listed in detail in the quotation or in the order confirmation to the customer for the term of this contract. The customer will also be given any documents that are usually supplied by the manufacturer for such devices. This can, but may not, include a user manual. This may sometimes not be available in the local language. Publitec GmbH is not obliged to procure or create any documents going beyond those provided by the manufacturer.

2. Delivery, Provision of Operational Readiness

2.1 Publitec GmbH holds the rented item in its warehouse in Herdecke ready for collection by the customer. If Publitec GmbH ships the subject of the agreement at the customer's request, this is done at the expense and risk of the customer. For all deliveries, the risk of loss of the goods will be transferred to the customer upon delivery to the shipper, the carrier or person otherwise assigned the task of shipping.

2.2 The preparation of the rented item and the provision of operational readiness, and the provision of further services by Publitec GmbH, are defined in the quotation or order confirmation, if applicable, and charged separately.

3. Rent, Payment

3.1 The rent payable by the customer is specified in the quotation or the order confirmation. Unless listed separately there, the stated prices are subject to statutory VAT.

3.2 If the agreed rental period is exceeded, the customer must inform Publitec GmbH of this immediately in writing. Continued use will not constitute an extension of the rental contract. Such an extension is hereby expressly prohibited. For each day going beyond the agreed rental period, the customer must pay compensation equal to the agreed daily remuneration for the rental period. Publitec GmbH also remains entitled to make other claims such as an action for recovery and damage compensation (for example, on the grounds of missed opportunities to rent the item to other parties).

3.3 The rent covers the remuneration for the provision of the rented item. The provision of consumables is to be paid separately, if applicable.

3.4 The rent becomes due and is payable, without deduction, on the date specified in the quotation or the order confirmation. Unless otherwise agreed, the rented item is only released if the agreed rent has been received in advance by Publitec GmbH.

3.5 All prices are subject to the statutory VAT applicable at the time of performance.

3.6 In the case of SEPA direct debits, the pre-notification is reduced to one day. Costs incurred due to non-payment or reversal of the direct debit are to be borne by the customer.

3.7 The customer is only entitled to offset against claims of Publitec GmbH if the claim is legally established or undisputed. The customer may only exercise a right of retention with respect to claims resulting from the same legal relationship, and only in reasonable proportion to its claims.

4. Customer's Duty of Care and Obligation to Tolerate

4.1 Maintenance and repairs carried out by the customer: The customer shall treat the rented item with care and protect it from damage. It will ensure the rented item is used and operated properly by appropriately trained staff. The customer shall follow the maintenance, care and use instructions provided by the manufacturer, in particular the information contained in the documents handed over to the customer, to the extent that can be reasonably expected from it. The customer in particular assumes responsibility for carrying out the maintenance pursuant to the rules and guidelines set forth or recommended in the manufacturer's documentation. The customer will in particular adhere to the recommended maintenance intervals and will have the recommended maintenance work performed at its own expense.

4.2 Markings on the rented item, in particular signs, numbers or inscriptions, may not be removed, altered or made illegible.

4.3 The customer will also oblige, with legally binding effect, any of its own customers to which it transfers the rented item to abide by these obligations.

5. Obligations of the Customer on Taking Possession; Customer Rights in the Case of Defects

5.1 Upon receipt, the customer is obliged to examine the rented items for completeness and to check that they do not have any defects, and to inform Publitec GmbH immediately in writing of any defects or incompleteness. If the customer omits to do this, the condition of the rented items will be deemed to have been approved or free of defects, unless the defects were not possible to identify in the examination. If a defect becomes apparent later, notification must be given in writing immediately after discovery of the defect. Otherwise, the condition of the supplied rented items is considered to be free of defects in this case as well.

5.2 Initial defects will be rectified by free repair of the rented item. Publitec GmbH is to be granted a reasonable period within which to do this. At its own discretion, Publitec GmbH may also choose to replace the rented item or individual components thereof in order to rectify the faults. If repair or replacement is associated with disproportionate effort or cost, due to the specific circumstances of the case, Publitec GmbH can make the provision of these services dependent on the reimbursement of transport, handling and labour costs by the customer. This applies in particular if the rented items are taken abroad.

5.3 Termination of the contract by the customer pursuant to § 543 para. 2 sentence 1 no. 1 of the German Civil Code (BGB) on the grounds of failure to ensure the contractually agreed use is only permissible if Publitec GmbH has been given a reasonable opportunity to rectify the defect but has failed to achieve this. Rectification of the defect may only be deemed to have failed if this is impossible, if Publitec GmbH has refused to do so or delays doing so to an unreasonable extent, if there is reasonable doubt as to the prospects of success or if the situation is unreasonable for the customer for any other reason.

5.4 The rights of the customer with respect to defects will be excluded if the customer makes changes to the rented item or has changes made to it without the consent of Publitec GmbH unless the customer can prove that such changes have no unacceptable impact for Publitec GmbH on the analysis and rectification of the defect. The rights of the customer with respect to defects remain unaffected to the extent that the customer is permitted to make changes, in particular within the scope of the exercise of a right to self-rectification pursuant to § 536 para. 2 BGB, and these are carried out properly and are clearly documented.

5.5 If the customer rents technically complex or difficult-to-use equipment without technically qualified personnel, even though Publitec GmbH has offered to provide or recommended the use of technically qualified personnel, the customer must prove that a defect that has occurred has not been caused by operator error.

6. Limitation of Liability

6.1 Within the scope of the statutory provisions, Publitec GmbH bears unlimited liability for damages relating to injury to life, limb or health resulting from an intentional or negligent breach of an obligation or other intentional or negligent act on the part of Publitec GmbH or one of its legal representatives or agents; due to the absence or omission of a warranted characteristic resulting from an intentional or negligent breach of an obligation or other intentional or negligent act on the part of Publitec GmbH or one of its legal representatives or agents.

6.2 Publitec GmbH's liability is limited to compensation for contractually typical damages foreseeable upon signing the contract relating to such damage that is caused by a slightly negligent breach of material contractual obligations by Publitec GmbH or one of its legal representatives or agents (material contractual obligations are those for which noncompliance renders the achievement of the intended purpose of the contract impossible or at least much more difficult).

6.3 Publitec GmbH is liable for other cases of slight negligence, limited to two times the daily rent per case of damage.

6.4 The liability of Publitec GmbH regardless of negligence or fault, pursuant to §536a para. 1 BGB, on the grounds of defects that were already present at the time of transfer of risk, is excluded.

6.5 Publitec GmbH is liable under the foregoing provisions for data loss only for such loss that would have occurred in any event even if the customer had carried out proper and regular data backups appropriate to the importance of the data.

6.6 The above provisions will apply correspondingly to the liability of Publitec GmbH with respect to the reimbursement of expenses incurred to no avail.

6.7 Liability under the Product Liability Act remains unaffected.

6.8 The customer is obliged to also agree the foregoing limitations of liability with its end customers by effective means. If the customer fails to do this, it is obliged to indemnify Publitec GmbH from all claims made by end customers.

7. Insurance, Loss of the Rented Item

7.1 The customer is obliged to insure the rented items against loss, theft, damage and resulting damage (liability insurance). The sum insured must correspond to the damages typically foreseeable at the time of signing the contract. Upon request, the customer is obliged to immediately present proof of the existence of such insurance to Publitec GmbH, within 24 hours given the typically short order and rental periods.

7.2 In the case of a write-off or loss of the rented item, the customer is to reimburse the replacement value.

7.3 In the case of theft, the customer is obliged to report each incident to the police and to make the corresponding police report available to Publitec GmbH.

7.4 If it is agreed in the order conformation or in the quotation that Publitec GmbH will be responsible for taking out an insurance policy, the cost of the insurance will be charged to the customer by Publitec GmbH in addition to the quoted price, unless otherwise agreed.

8. Contractual Term, Cancellation, Termination of the Rental Relationship

8.1 The rental period begins and ends on the dates specified in the quotation or the order confirmation.

8.2 Cancellation: The customer has the right to terminate the agreed rental before term, subject to the following rules (cancellation). In the case of cancellation, the customer is obliged to pay a part of the agreed remuneration for the contractual term set forth in the quotation or in the order confirmation, as follows:

20% if the cancellation is made at the latest 30 days prior to the start of the rental period,
50% if the cancellation is made at the latest 10 days prior to the start of the rental period and
80% if the cancellation is made at the latest 3 days prior to the start of the rental period.

The date of cancellation is determined by the date of receipt of the termination notice by Publitec GmbH. The termination (cancellation) must be made in writing in order to be valid.

8.3 The customer's right of termination pursuant to § 6 para. 4 of this agreement remains unaffected. The right of each contractual party to extraordinary termination for good cause remains unaffected.

8.4 Any form of termination must be made in writing in order to be valid.

9. Return

9.1 At the end of the contractual relationship, the customer is to return the rented item to Publitec GmbH in good condition and in its original packaging.

9.2 When returning the rented item, a report is to be produced in which any damage to or defects in the rented item are documented. The customer must reimburse the costs of rectification of any damage or defects for which the customer is responsible. Reimbursement of usual wear is not required. Failure to examine the rented item does not constitute approval of the returned rented item as being free of defects.

9.3 Unless otherwise agreed in the quotation or the order confirmation, the customer bears the costs for the dismantling, packing and return transport of the rented item.

10. Other Conditions

10.1 If any provision of this agreement should be or become wholly or partly ineffective, or if there should be any gaps in this agreement, the legal validity of the remaining provisions will remain unaffected. The ineffective provision shall be replaced by such effective provision as comes closest to the invalid provision in terms of its commercial purpose. This also applies to the closing of gaps in the agreement.

10.2 The place of performance is the location of the head office of Publitec GmbH.

10.3 The court of jurisdiction for all disputes arising from this contract and regarding its effectiveness is, at the discretion of Publitec GmbH, the location of the customer's head office or the location of the head office of Publitec GmbH, unless a particular court of jurisdiction is mandatory by law.

10.4 Only the quotation or order confirmation, the rental conditions and the general terms and conditions of Publitec GmbH apply. Any general terms and conditions of the customer are excluded.