

General Terms and Conditions of PA Munich GmbH (PA Munich)
Date 01/01/2016



ERLEBNISHANDWERK
SEIT 1999

1. General terms, offer, conclusion of contract

- 1.1. The lease and sale of event equipment by PA Munich is exclusively subject to the following terms and conditions. We hereby explicitly object to deviating provisions of our contract partners.
- 1.2. Effective rental agreements are exclusively subject to written confirmation by PA Munich. Amendments and changes of the contract and collateral agreements shall only be valid if explicitly agreed upon by PA Munich in writing.

2. Transfer of equipment, defects, liability

- 2.1. The lessee is entitled to inspect the equipment at his own expense prior to transfer or delivery. Upon acceptance, the lessee shall inspect the equipment to ensure its operability and proper condition, notify about any defects without further delay, and inform PA Munich about such defects in writing. In case of a timely notification of a defect within PA Munich's control, the lessee is entitled to reduce the rent on a pro-rata basis for the time during which the equipment is non-functional.
- 2.2. Except for claims relating to loss of life, bodily harm, or damage to health, any warranty claims of the lessee - especially claims for damages, consequential damages, and non-contractual claims - shall be excluded, unless in cases where PA Munich has acted on gross negligence or by intent.
- 2.3. PA Munich is entitled to provide the lessee with rental equipment, which is approximately identical in function to substitute the contractual equipment.
- 2.4. In case PA Munich delays the provision or delivery of the equipment, the lessee is only entitled to claim damages for the delay if PA Munich is acting at least based on gross negligence. In this case, the lessee is entitled to set in writing a suitable grace period with the threat to refuse acceptance instead of claiming compensation and may withdraw from the agreement upon fruitless expiry.

3. Calculation and payment of rent

- 3.1. The agreed rent shall only cover the rented equipment. Value added tax and any ancillary cost shall be charged in addition. Commenced days count as full. Unless otherwise agreed upon in writing, the rent and any ancillary cost shall be payable in advance. This shall also apply in case the rental period is changed. PA Munich will utilize payments received to cover outstanding receivables subject to choice (cost, interest, damages, rent). In case of arrears, the client shall pay a fee of 10 Euros for each reminder.
- 3.2. In case the lessee fails to pay the agreed rent, or in case of arrears or an infringement of a contractual clause jeopardizing PA Munich's property in the rental equipment, deterioration of the lessee's financial situation, cessation of payment, cheque or bill protest etc., PA Munich is entitled to repossess the equipment without further delay at the lessee's expense. The lessee undertakes to grant access to the equipment and allow for its removal. The repossession of the equipment by PA Munich shall not affect the contractual obligations of the lessee otherwise. PA Munich reserves the right to claim further damages.
- 3.3. PA Munich's claims may only be offset against any right of retention or set-off on the part of the lessee in cases where the lessee's counterclaim is undisputed or legally established.

4. Licenses

When operating the equipment the software may only be used subject to the terms and conditions stipulated by the holder of the

license. The lessee shall hold PA Munich exempt from any third-party damages in case the software is not used in accordance with the terms and conditions.

5. Cancellation

In case the lessee, for reasons beyond PA Munich's control, withdraws from the contract prior to the commencement of the rental period, PA Munich shall be entitled to the following cancellation fee without presenting evidence:

- up to 30 days prior to the rental period = 30% of order volume
- up to 14 days prior to the rental period = 40% of order volume
- up to 8 days prior to the rental period = 50% of order volume
- up to 3 days prior to the rental period = 100% of order volume,

unless the lessee can submit evidence that the damage incurred to PA Munich is substantially lower.

6. Authorisation

PA Munich is entitled to inspect the condition of the equipment at the lessee's premises or place of use at any time.

7. Ancillary cost, liability for damages

- 7.1. The lessee shall pay any ancillary cost of the equipment, especially cost for loading and unloading, transport, securing, operating materials, cleaning etc. together with the rent plus value added tax.
- 7.2. During the rental period, the lessee shall be liable for any damage to the rental equipment (irrespective whether caused by the lessee or any third party). The lessee undertakes to insure the equipment to the extent possible against all damage for the duration of the rental period for the benefit of the lessor and to submit to the lessor the cover note of the insurance company prior to the beginning of the rental period. In case of damage, the lessee shall notify the lessor without further delay stipulating the time and cause as well as the scope of the damage. The lessee is hereby assigning to the lessor his claim for the insurance benefit; the lessor may in turn claim for settlement of the damages directly with the insurance company. PA Munich is hereby accepting the assignment.

8. Obligations of the lessee

- 8.1. The lessee is obliged to handle the rental equipment properly subject to this Agreement, to protect it against any excessive use, and to ensure appropriate and professional maintenance and care. The lessee shall notify PA Munich without further delay in case any repair is necessary. Without the prior written consent of PA Munich the lessee is not entitled to carry out repair work or change the rental equipment, especially regarding attachments, modifications, and other installations or remove labels. The lessee shall obtain any special approvals required to operate the rental equipment at his own expense. The lessee is not entitled to sub-lease the rental equipment or otherwise put it at the disposal of any third party without PA Munich's prior written consent. Moreover, the lessee is not entitled to move the rental equipment to another place of operation than agreed without PA Munich's prior written consent.
- 8.2. Moreover, the lessee undertakes to ensure operation of the rental equipment only by suitable and experienced professionals. Operating materials, cleaners etc. must comply with the specifications of PA Munich and be of impeccable condition. The les-

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Date 01/01/2016



ERLEBNISHANDWERK
SEIT 1999

see undertakes to protect the equipment against the effects of weather and shall monitor and secure it against theft even outside working hours. The lessee shall notify PA Munich in due time about any required factory-related tests of the equipment and shall grant access to such equipment during ordinary business hours.

- 8.3. In case a third party obtains access to the rental equipment (seizure, attachment etc.), the lessee shall notify PA Munich without further delay and inform such third party about the property of PA Munich. The intervention cost shall be borne by the lessee. In case of any infringement of such obligation to notify and inform, the lessee undertakes to compensate PA Munich for any loss incurred.

9. Infringement of maintenance obligation

In case the lessee fails to return the equipment in a proper or contractual condition, PA Munich shall be entitled to repair the equipment without further delay at the lessee's expense. PA Munich reserves the right to claim further damages.

10. Termination

- 10.1. In case of a defined rental period, ordinary termination of the contract is excluded. This shall also apply to the minimum rental period in case of an unlimited contract. Upon expiry of the minimum rental period, the lessee is entitled to terminate an unlimited contract in writing with a period of notice of:

- one day, in case of rent per day
- two days in case of rent per week
- two weeks in case of rent per month.

- 10.2. In case of payment in arrears, deterioration of the lessee's financial standing or if information becomes known after the contract is closed which significantly affects the lessee's credit standing, PA Munich is entitled to terminate the rental agreement without further notice and repossess the rental equipment without delay at the lessee's expense. This shall also apply in case the lessee infringes his contractual obligations by moving the equipment to another place than agreed without PA Munich's prior written consent or if the equipment is not used as intended.

11. Loss of the equipment

In cases where the lessee is unable to fulfil his obligations to return the rental equipment, he shall - pursuant to PA Munich's preference - either provide for an equivalent replacement or pay compensation (replacement value).

12. Special terms and conditions for special and large devices

- 12.1. In case of disassembled delivery, the assembly of devices shall be performed by a representative of PA Munich at the expense of the lessee. This shall also apply to disassembly for return.
- 12.2. In order to take the equipment into operation and instruct operators, the lessee undertakes to request a specialist from PA Munich against reimbursement of the cost.
- 12.3. In case intended tasks (e.g. installation, dismantling etc.) cannot be performed on the date stipulated due to circumstances beyond PA Munich's control, any additional cost incurred (staff, auxiliary equipment etc.) for setting a new date shall be borne by the lessee. This shall also apply in cases where a lump sum for ancillary cost was agreed when the contract was closed.

13. Reservation of title

In case of a sale, the respective subject matter shall remain the property of PA Munich until all receivable are paid.

14. Data protection

- 14.1. PA Munich collects, processes, and uses personal data for purposes of initiation, execution, and termination of contracts. Commercial use of such data is only permissible for the purpose of self-promotion. Transfer of the data to any third party is only permissible to the extent that it is necessary to fulfil the contractual obligations e.g. to a customer's credit card company in settlement of a payment. Any other utilization of data is subject to legal approval or permission.
- 14.2. Information pursuant to § 28 subparagraph 4 BDSG: The customer is entitled to object to the processing and use of his data for purposes of advertising and market research. Please submit your objection to PA Munich GmbH, Valentin-Linhof-Str. 2, D-81829 Munich, or mail to rental@pa-munich.com.

15. Further provisions

- 15.1. The law of the Federal Republic of Germany shall be authoritative for any disputes arising between PA Munich and their customers. The UN Law on International Sales is excluded. The place of performance shall be the registered seat of PA Munich.
- 15.2. The legal venue for any disputes arising with full merchants, public-law entities and individuals without a general legal venue in Germany, shall be Munich. This shall also apply to any disputes with individuals who – after conclusion of the contract – move their seat or usual place of residence outside the Federal Republic of Germany or whose place of residence is unknown at the time when a lawsuit is instigated.
- 15.3. In case of any discrepancy between the German version of the present Agreement and its English translation, the German version shall be authoritative.
- 15.4. Individual clauses of the present Agreement or parts thereof that are or become invalid shall not affect the validity of the contract otherwise. Any invalid clause shall be replaced by a valid clause, which is as close as possible to the actual, legal, and economic intent of the invalid one. This shall also apply in cases of gaps to the present Agreement.