



1. General

(1) These rental conditions apply to all current and future rental contracts. The conditions apply to pure rental and to turnkey rental including all costs.
(2) Within the meaning of these rental conditions, traders are natural persons, legal entities or incorporated partnerships who enter into a business relationship as part of their commercial or independent professional activities.
(3) Within the meaning of these rental conditions, consumers are natural persons with whom a business relationship is established for purposes that cannot be attributed to commercial or independent professional activity.
(4) Within the meaning of these rental conditions, lessees include both consumers and traders.
(5) Deviating, conflicting or supplementary general terms and conditions shall not become part of the contract, even if known, unless their validity is expressly agreed to in writing. For pure rental, explicit reference is made to compliance with the respective employers' liability insurance association's accident prevention regulations. Among other things, wearing safety helmets and safety shoes during assembly and dismantling is indispensable.

2. Order placement

(1) Our offers are non-binding. By his written or oral order placement, the lessee declares his binding intention to conclude a rental agreement. The lessor is entitled to accept this contractual offer within two weeks after receipt.
(2) The contract is concluded with the order confirmation, unless a written contract has already been concluded by other means or the order has been executed without prior order confirmation.

3. Characteristics of the tent material

The tent halls provided by the lessor and other rented equipment must be in perfect, usable condition.

4. Rental period

(1) The rental period related to the rental price paid begins on the agreed day of loading and ends on the agreed day of return of the rented objects.
(2) In the event that the agreed rental period is exceeded for reasons within the lessee's responsibility or in the event of the lessee's non-compliance with a dismantling or transport obligation assumed by him, a pro rata rent shall be invoiced to him until the leased objects are returned; any claims for damages shall remain unaffected by this.

5. Calculation of the rent, prohibition of set-off, costs/taxes/fees

(1) Unless otherwise agreed, the rent must be paid in advance, at the latest by the 3rd working day of a given month. The rental prices (net prices) are based on the cost structure on the date of the order confirmation. Subsequent, verifiable costs or price changes (including of transport costs) require the contracting parties to negotiate an adjustment of the rental prices. The rental prices and logistics costs must be adjusted if, for example, pegs cannot be used to anchor the tent hall so that heavy-duty dowels, heavy-duty flooring or weights must be used.
(2) If property tax, water, sewage, waste or inspection fees, fees for building permits or other public-law levies are incurred by or after the installation of the rented objects, the lessee shall bear these – at least internally. The same applies to any land transfer tax incurred by erecting the rented object or by purchasing it at a later time.
(3) The lessee only has a right of set-off and retention if his counter-claims have been legally established or are not disputed by the lessor.

6. Transports, additional services

(1) In the case of a pure rental, the transport costs and the transport risk shall be borne by the lessee, unless the transport is carried out by the lessor as agreed. The respective transport date determined by the lessor is an approximation.
(2) In the case of a turnkey rental, the transport costs are shown separately or included in the flat-rate price; the transport risk is borne by the lessor. The lessor shall arrange for the shipment and return of the rented object.
(3) In the case of a turnkey rental, the lessee shall provide the lessor with hall plans and a verified overall site plan in good time before assembly; the construction site shall be made available by the lessee in sufficient time for assembly and dismantling works and it shall include storage space and a workroom (leave at least 5m around the tent). In the event of necessary interruptions of assembly and dismantling work or insufficient installation times for which the lessee is responsible, any resulting additional costs shall be borne by the lessee.
(4) Power supply lines shall be installed by the lessee up to the electricity consumers.
(5) The rental of heating appliances and oil tanks does not include the supply of heating oil. Heating oil to be supplied by the lessee must be provided with an anti-freeze additive during winter months. At the end of the rental period, any remaining heating oil must be pumped out of the tanks. A refund for unused fuel oil cannot be guaranteed, as this depends on the respective fuel oil supplier. In the case of self-collection without a transport permit for dangerous goods, the costs for chemical tank cleaning before and after use must be borne by the lessee.

7. Site, subsoil risk

(1) In the case of a turnkey rental, the lessor shall inform the lessee before and/or during assembly of any detected or externally discernible subsoil defects; the lessor does not need to carry out any further investigation. The lessee shall ensure that the terrain is level, horizontal, has a sufficient load-bearing capacity and suitable for the installation of tent halls. The lessee is aware that the working equipment (telescopic forklifts, scissor lifts, etc.) and the tent material will create tracks and other changes in the ground, especially on unpaved terrain. After dismantling, the lessee will restore the original condition of the site, meaning that all (driving) tracks and anchorage holes must be removed by the lessee at his own expense after dismantling.
(2) Access and exit routes as well as the construction area itself must be passable for lorries measuring 13.6 metres in length and with a payload of up to 40 tonnes, for example telescopic forklifts. The exact location for installation must be determined and communicated to us by the lessee. The lessee indemnifies the lessor from all claims of third parties arising from damage to the subsoil at the installation site due to installation and/or dismantling (e.g. tracks) or due to the leased object's long-term presence.
(3) The security, fencing and lighting of the installation site and the determination of the position of underground and overhead lines are the responsibility of the lessee. If corresponding plans for underground cables and all other kinds of lines (e.g. electricity, gas, pipelines, water, wastewater, district heating) are not presented at the beginning of the work, the lessee agrees that work may commence and shall be liable for any line damage as well as any consequential damage. The lessee indemnifies the lessor from all claims by third parties arising from damage to lines, unless corresponding ground cable plans have been handed over to the lessor.
(4) The lessee shall provide the lessor with sufficient space on the installation site for a toilet container and for empties/loading equipment.

8. Permits

(1) The lessee is aware that national and regional building regulations may differ from country to country and must be observed by the lessee. Unless otherwise agreed between the parties, the lessor is in particular not obliged to apply for any building or other public-law permits necessary in accordance with applicable national law; the lessee is solely responsible for this. If special static calculations are required by country-specific regulations, the lessee shall bear the costs for this.
(2) The lessee shall notify the competent authority in good time of the erection of a temporary structure.

9. Assembly and dismantling, maintenance work, weather influences

(1) In the case of a turnkey rental, the lessor will inform the lessee in good time of the assembly and dismantling dates. Well in advance of construction, the lessee must provide plans detailing the location of the tents, as well as of any desired inflow of heating pipes, floor cutouts for supply and disposal lines, the exact location of doors and the arrangement of walkways with respect to the tent hall. Compliance with the assembly and dismantling dates presupposes that the lessor has all necessary technical details as well as the documents (see sentence 2) and official permits to be obtained by the lessee; if the lessor does not have the aforementioned documents or official permits, the construction and dismantling dates will be extended accordingly, provided that the lessor is not responsible for the delay.
(2) Should unforeseen weather conditions (storm, rain, snow or frost) prevent tent construction or dismantling in due time, the lessee may not assert any resulting claims. The work required to maintain and secure the tent halls, their surroundings and persons shall even be carried out by the lessee at his expense if a damage preventing the commissioning or operation of the tent is caused by force majeure. The lessee is obliged to do everything reasonable to keep damages to a minimum.

10. Delivery and return

(1) In the case of both pure rental and turnkey rental, the lessor shall provide an inspection log (static proof) for acquiring the certificate of occupancy, for as long as necessary. It may only be used for submission to the inspecting authority, as drawings and static calculations are protected by copyright. The inspection log contains a checked static calculation with the inspection report of an office for structural analysis, a construction permits as well as forms for acquiring the certificate of occupancy. The lessee must comply with all the conditions imposed at the time of inspection and must install emergency lighting and information signs and keep them in operational condition. The lessee will bear any fees for acquiring the certificate of occupancy.
(2) In the case of a turnkey rental, the lessee certifies to the lessor's supervisor that the finished system has been properly handed over in a handover protocol; putting it into use is considered a handover. Subsequent complaints are excluded in accordance with Section 11 Subsection 1.
(3) Upon termination of the rental period, the lessee shall return the leased object and the associated inspection book to the lessor. In the case of pure rental, the lessee must observe the packaging and folding instructions



provided by the lessor.

11. Lessor's liability

- (1) The lessor shall not be liable for damages for initial defects of the goods for which he is not responsible according to Sec. 536 a Subsec. 1 Alt. 1 BGB.
- (2) In the event of a culpable violation of essential contractual obligations, the lessor is liable for compensation of the foreseeable, typically occurring damage, provided that the lessor is not guilty of intent or fraudulent intent. Essential contractual obligations are those which give the contract its character and on whose observance the contractual partner may rely; which create the conditions for the fulfilment of the contract; and which are indispensable for the achievement of the contractual purpose.
- (3) In all other respects, the lessor is only liable for damages for intentional or grossly negligent breaches of duty as well as for intentional or grossly negligent breaches of duty by his legal representatives or vicarious agents. In the event of injury to life, body and health by the lessor, his legal representatives or vicarious agents, the lessor shall be liable in accordance with the statutory provisions. The same applies if the lessor has assumed a guarantee or a procurement risk.
- (4) The lessor is only liable for items contributed by the customer or by third parties if he is guilty of intent or gross negligence. The lessee is responsible for taking out insurance against burglary, theft, fire, water and similar risks.
- (5) Any liability for damages and/or reimbursement of expenses beyond those provided for in the above Subsections 2 - 4 is excluded, irrespective of the legal nature of the asserted claim.

12. Liability and other obligations of the lessee

- (1) The lessee bears the subsoil risk in accordance with Section 7.
- (2) The lessee will use the rented object only for its intended purpose, will not move it to a location other than the agreed one and is obliged to return the rented object at the end of the rental period in a contractually agreed, empty and clean-swept condition. The lessee must remove adhesive residues from advertising materials, floor adhesives or the like without leaving any residue before returning the goods.
- (3) Without the lessor's consent, the lessee may not make, have made or tolerate any changes to the rented object, with the exception of the mandatory maintenance, security and repair measures pursuant to Subsections 5, 6 and 8. In particular, the lessee may not use the rented object as a suspension device for loads without the prior consent of the lessor.
- (4) Damage which the lessee could have averted by exercising due care, or which results from the culpable conduct on the part of the lessee or third parties, shall be borne by the lessee, in particular, the lessee is liable for all material damage and personal injury occurring during the operation and use of the rented object for which can be held responsible. He must take out a separate liability/visitor's liability insurance at his own expense.
- (5) Should construction parts, roofs or coverings come loose, the lessee is obliged to inform the lessor immediately, or to initiate the necessary safety measures himself. In the event of storm or thunderstorm (wind force 7 and higher), the lessee must immediately close and keep closed all doors, gates and other openings in the outer walls of the tent and, if necessary, clear the tent hall of all persons. To avoid theft/damage, the lessee must ensure that the tent material and accessories are guarded at his own expense. The lessee is liable for any material lost or damaged during the rental period.
- (6) In the event of snowfall, the lessee must ensure that the roofs are cleared of snow immediately, by day and by night, to avoid snow load.
- (7) If, in the case of a turnkey rental, the lessor discovers damage during dismantling that are not listed in the handover protocol, the lessor reserves the right to charge the lessee for any necessary repair costs and consequential damages, provided that the damage is attributable to the lessee. In the case of a pure rent, the lessee must have the return delivery/return confirmed with regard to the completeness and freedom from defects by means of a return delivery note.
- (8) For contract terms of more than two months, the lessee shall bear the costs for maintenance and repair measures on the leased object, even if they are not attributable to the use of the rented object, provided that these do not exceed half a net monthly rent in each individual case and are not pre-existing defects. The upper limit for costs the lessee has to bear for such maintenance and repair work is 10% of the net rent actually owed in that year's rental period in each rental year; a rental year begins from the date of handover.
- (9) Where, pursuant to statutory accident prevention regulations such as "Electrical Systems and Equipment" ("Elektrische Anlagen und Betriebsmittel"; BGV/GUV-V A 3) and their implementation instructions, (electrical) systems and equipment are to be inspected at specific intervals on the rented object, these inspection costs shall be borne by the lessee, insofar as they are exclusively based on expired contractual rental periods and relate to the premises covered by the rental use. To the same extent, any maintenance costs shall also be borne by the lessee.

13. Termination, disruption and interruption

- (1) For limited rental contracts, a right of ordinary termination is excluded during the rental period. The incompatible, premature return of the rented

object by the lessee shall not affect the lessee's obligation to pay the rent until the contractually agreed end of the rental period. The lessee's right to extraordinary termination remains unaffected by this.

- (2) The rental can be terminated by both parties with one month's notice to the end of the month if it lasts longer than one month and if no fixed rental period has been agreed.
- (3) Termination of the rental must be in writing (e-mail is sufficient) in order to be effective.
- (4) If commissioning or an event cannot take place because of official orders (e.g. attack warnings) or for reasons for which the lessee is not responsible, the lessee must inform the lessor of this without delay. In such cases, the lessor may charge the costs incurred by him up to that point and all expected costs that it is unable to avoid. If, due to force majeure or other events for which none of the contracting parties is responsible, a tent damage occurs that makes commissioning impossible or that interrupts an ongoing operation, the lessee is entitled to a credit in proportion to the pure rent for the shortened rental period. Further claims are excluded.
- (5) If the lessor is prevented from fulfilling the contract through no fault of his own, he cannot be held liable for damages.

14. Payment, overdue payment, termination without notice

- (1) Subject to a written individual agreement, the terms of payment are: net 8 days after invoice date. After expiry of this period, the lessee shall be in default of payment.
- (2) In the case of permanent rentals, the lessor is entitled to terminate the rental relationship without notice if the lessee is two monthly rents in arrears. The same applies for subletting rented objects to third parties without the lessor's consent, for improper use of the rented object or if the rented object is moved to a location other than the agreed one, unless the lessor has consented to this.
- (3) In the event of termination without notice by the lessor on the grounds of a breach of duty by the lessee, the lessee shall pay the lessor a monthly usage fee equal to the contractually agreed monthly rent until the end of the contractually agreed rental period. However, revenues that the lessor has earned within the agreed contract period through, for example, rental to third parties – or revenues that he has failed to earn due to gross negligence – shall be credited to the lessee and counterbalanced by the additional costs incurred by the lessor through termination without notice and/or re-rental of the leased objects.
- (4) In the event of default of payment in a subletting situation, the lessee hereby irrevocably assigns his payment claim against the third party (sub-lessee) to the lessor and undertakes to inform him of the name, address and contact person of the sub-lessee upon request, i.e. within two days. The lessor hereby accepts the assignment. The lessee will inform the sub-lessee after conclusion of the sublease agreement of the assignment of claims and exclude objections according to Sec. 404 BGB.

15. Force Majeure

- (1) The lessor shall not be liable for events of force majeure that make it substantially difficult for the lessor to render the contractual services, that temporarily prevent the proper execution of the contract or that make it impossible. Force majeure shall be deemed to be all unforeseeable circumstances beyond the control of the lessor and the lessee that arise after conclusion of the contract, including, but not limited to, natural catastrophes, blockades, war and other military conflicts, mobilization, strikes or lockouts.
- (2) Insofar as the lessor is prevented from fulfilling the contractually agreed obligations by force majeure, this shall not be deemed a breach of contract and the contractually agreed periods shall be extended appropriately in accordance with the duration of the obstacle. The same applies if certain services are rendered by third parties to the lessor and those services are rendered with delay due to force majeure.

16. Place of jurisdiction and applicable law; miscellaneous

- (1) If the customer is a trader, the place of fulfilment shall be the location of our business headquarters unless stated otherwise in the order confirmation.
- (2) Subject to other individual agreements, German law shall apply to the entire contractual relationship between our customer and us, under exclusion of the UN Sales Convention. For consumers, the present clause concerning the choice of law is only applicable to the extent that the protection afforded to the consumer by the mandatory provisions of his or her state of residence shall remain unaffected.
- (3) For all present and future claims arising from the business relationship with merchants, including those relating to bills of exchange and cheques, the sole place of jurisdiction shall be the domicile of the lessor. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, if the domicile or main residence is relocated to another country following conclusion of contract, or if the domicile or main residence is not known at the time when a complaint is filed. Moreover, in the case of claims by us against the purchaser, the domicile of the latter shall be the place of jurisdiction.



17. Severability Clause

In case a provision in these rental conditions or in any other agreement becomes or is ineffective, the validity of all other provisions or agreements shall not be affected. The parties shall conduct negotiations following the principle of good faith and giving due regard to the interests of both parties, with the aim of filling the resulting contractual gap with an effective provision. In the event that these rental conditions contain an unintended omission, this must be filled through a supplementary interpretation of the contract.