



### 1. Scope of application and general information

- (1) These terms and conditions apply to all current and future business relationships. Our offers, deliveries and services are made exclusively on the basis of these terms and conditions.
- (2) If there are any contradictions between the provisions of the main contract (regularly in the form of an order confirmation) and the present terms and conditions, the provisions of the main contract shall prevail.
- (3) We hereby expressly object to any purchase conditions of the customer; these shall not be binding for us, even if we do not object to them in individual cases. Any terms of business deviating from our terms and conditions of business shall apply only if we have expressly confirmed them in writing.
- (4) Within the meaning of these terms and conditions, consumers are natural persons with whom a business relationship is established for purposes that cannot be attributed to commercial or independent professional activity.
- (5) Within the meaning of these terms and 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.
- (6) Within the meaning of these terms and conditions, customers include both consumers and traders.

### 2. Offer

- (1) Our offers are subject to change and are non-binding. Deals and agreements do not become binding for us until we provide confirmation in writing or by fax or email.
- (2) Any information, drawings, illustrations, technical data, weights, dimensions and performance specifications contained in brochures, catalogues, circulars, advertisements, price lists and documents relating to a quotation are not binding to the extent that any deviations compared to the delivered goods are reasonable for the purchaser and the details in the order confirmation are not expressly described as binding.
- (3) We reserve the right to make changes as a result of technical developments to the extent that these are reasonable for the purchaser. We reserve the right to ownership of provided documents as well as the associated copyright. Drawings and, in particular, static documents must be returned on request; reproduction of any kind for personal or third-party gain is prohibited.

### 3. Conclusion of contract

- (1) The customer is bound to a submitted order that has not yet been accepted by us 14 calendar days after dispatch. We are entitled to accept the offer within this period. Decisive for adherence to this period is the date on which our acceptance goes to the customer.
- (2) Our acceptance is made in the form of a written statement (e.g. an order confirmation or notification of shipping or collection). In order to comply with the requirement for written form as per the present terms and conditions, it is sufficient to send notification by signed fax or by a simple email, even without attaching a scanned document. The content of this statement is decisive for the content of the contract. Subsidiary agreements and changes are only binding if we have confirmed these in writing. Our employees are not authorised to make verbal subsidiary agreements or verbal assurances that go beyond the written contract.
- (2) Due to specific legal regulations in different countries, the intended use and the intended service life of tents, among other factors, it is the customer's own responsibility to clarify questions concerning permissions with regard to building regulations. The supplier shall provide any available drawings, structural analyses, plans and certificates that are needed here against separate reimbursement of costs.

### 4. Prices

- (1) The agreed total price is based on current production costs and is a fixed price from the supplier's factory until the price validity period specified in the order confirmation lapses, which happens four months after the contract date unless expressly stated otherwise. After expiry of the aforementioned price validity period, we are entitled to adjust the total price on the basis of different production costs at the time of delivery (e.g. changes to the price of raw materials, energy or staff). If a delivery is delayed due to reasons for which we are responsible, expiry of the price validity period shall be postponed by the duration of the delay. Consumers are entitled to withdraw from an agreement if a price increase following expiry of the price validity period exceeds the total price contained in the offer by more than 10%.
- (2) If the customer is a trader, the prices quoted are net from the supplier's factory, including shipping and excluding packaging; VAT is not included. VAT shall be charged additionally at the time of invoicing in line with the current rate required by law. For consumers, VAT is included in the price. Additional deliveries and services that go beyond the scope of the contract shall be charged separately.
- (3) The costs for building permissions are not included in our prices and shall be charged separately to the customer. The customer shall bear any costs and fees associated with rewriting building permissions and any necessary official approvals if obtaining these forms part of our contractual duties.

### 5. Terms of payment

- (1) Unless expressly agreed otherwise in writing, our goods must be paid for in full, either in cash or by bank transfer, upon collection by the customer or before shipment. Payment by cheque is not possible unless specifically agreed in individual cases. If we accept cheques or bills of exchange based on a special agreement, this shall only be done on account of performance; any related charges and interest shall be borne by the customer and payment is only deemed to have been made when the cheque or bill has cleared. Despite any deviating specifications by the customer, we are entitled to offset incoming payments against older debts, and we shall immediately inform the customer of the type of settlement. Settlement shall take place in accordance with section 367.1 of the German Civil Code (BGB).
- (2) In the case of default of acceptance by the customer, payment of the purchase price shall be due after 15 days from the date of notification that goods are ready to be shipped or collected.
- (3) Upon conclusion of the contract, it is assumed that the customer is creditworthy. Any significant deterioration of the customer's financial situation, payment arrears or other justified doubts concerning the customer's ability to pay shall entitle us to revoke the agreed payment terms – also for future deliveries. In such cases, outstanding accounts become due immediately.
- (4) In the event of delayed payment, we may opt to demand interest on arrears in accordance with statutory provisions without prejudice to our right to claim for additional damages and without prejudice to the customer's right to prove lesser damages to us. The customer may only offset payments against undisputed or legally established claims and may only exercise a right of retention on the basis of claims that are based on the same contractual relationship.

### 6. Retention of title

- (1) We reserve the right to ownership of the delivered goods until the purchase price of the goods has been made in full in addition to all existing and future claims arising from the existing supply relationship between us, for whatever legal reason, if the customer is a trader. The transfer of individual debts to a running account and acknowledgement of the balance shall not affect retention of title.
- (2) If the customer is a consumer, it is not permissible to sell the goods while we have retained title or to otherwise dispose of the property.
- (3) If the customer is a trader, the revocable right exists to resell the goods supplied by us at any time in the context of ordinary business operations. As a precautionary measure, the customer hereby assigns to us all ancillary and incidental rights with respect to claims against the purchaser for the resale of the goods delivered by us. We hereby accept any such assignment. The customer is entitled and required to collect a claim assigned to us unless we have revoked this right. The right to collect claims shall lapse even without explicit revocation if and as soon as the purchaser does not meet the relevant obligations to us or suffers financial collapse. Upon request, the customer must immediately write to inform us which parties the goods have been sold to and which claims are due to the customer from the sale. At the same time, we must be provided with the necessary documents to assert the claims assigned to us (in particular quotations, contracts and invoices). We shall be entitled to inform those buying goods from the customer that the customer's claim has been assigned to us and to collect the claim ourselves.
- (4) The customer is prohibited from pledging or transferring as security any goods to which we have retained title. The customer must notify us immediately if goods are seized or if there is any other impairment of our rights.
- (5) In the event of breach of contract by the customer where the customer is a consumer, in particular in the case of default in payment, we are only entitled to reclaim the reserved goods if we have withdrawn from the contract.
- (6) In the event of breach of contract by the customer where the customer is a trader, in particular in the case of default in payment, we are entitled to demand that goods be returned and to collect these, or to dismantle a supplied tent hall and to retrieve its parts, in both cases at the cost of the customer and while maintaining the contract. In these cases, the customer shall no longer have a right to ownership. The customer hereby undertakes to make known where the goods are located or stored immediately upon request, and to refrain from relocating the goods.

### 7. Delivery and acceptance

- (1) The delivery period begins when the order confirmation is sent. The delivery period shall be deemed met if the delivery item leaves the factory or notification of readiness for dispatch is issued before the deadline. We are entitled to partial deliveries on the provision that delivery at staggered intervals is reasonable for the customer. The dates and deadlines we quote for deliveries and services are only approximate unless a fixed period or deadline is expressly promised or agreed. In the event that we fail to meet an agreed delivery deadline, the customer must grant a reasonable grace period that may not be less than two weeks.



(2) If the customer delays acceptance following notification of readiness for the goods and an unsuccessful reminder, we are entitled to withdraw from the contract after setting a reasonable grace period. If a shipment is postponed at the request of the customer, any costs incurred as a result of storage or warehousing will be charged to the customer, starting from the day on which notification of readiness for dispatch is issued. These costs must be settled before final shipment of the goods. Furthermore, we are entitled to request payment or complete payment before shipping the provided goods.

(3) If the customer refuses to accept a service or if the customer announces a decision to withdraw from the agreement (in both cases without being entitled to do so) before we have fulfilled the contract, we shall be entitled to request compensation for the resulting loss, including additional expenses (e.g. storage costs). Here we charge compensation at a flat rate equal to 30% of the agreed total purchase price. Our ability to prove a greater level of loss and our legal claims shall remain unaffected by this; the flat-rate sum shall be offset against any larger financial claims. The purchaser is entitled to prove that we have incurred no loss, or that any loss is significantly below the amount cited above.

#### **8. Transfer of risk**

(1) If the customer is a trader, the risk of accidental loss and accidental deterioration of goods is transferred to the customer upon handover, and in the case of an order involving delivery by carrier it is transferred to the customer upon dispatch of the item(s) to the carrier, haulier or any other person or establishment otherwise tasked with shipment. The transfer of risk remains the same if the customer delays acceptance.

(2) At the customer's request, we will arrange transport insurance to cover the delivery, the cost of which shall be borne by the customer.

#### **9. Construction**

(1) If we take over the task of erecting a tent hall, we shall communicate the construction dates in good time. Well in advance of construction, the purchaser must provide plans detailing the location of tents as well as the desired inflow of heating pipes and floor cut-outs for supply and disposal lines, the exact location of doors and the arrangement of walkways with respect to the tent hall. Should unforeseen weather conditions (storm, rain, snow or frost) mean that tent construction cannot be carried out in due time, the customer may not assert any resulting claims.

(2) The customer must ensure that the ground is level, compact, horizontal and suitable for erecting tents. Access and exit routes as well as the construction area itself must be passable for lorries measuring 13.6 metres in length with a payload of up to 40 tonnes, unless otherwise agreed in individual cases. The exact location for installation must be determined and communicated to us by the customer or a representative. Any consequences that may occur as a result of unsuitable terrain shall be the responsibility of the customer. The security, fencing and lighting of the construction site and the determination of the position of underground and overhead lines are also responsibilities of the customer. If corresponding plans for underground cables and all other kinds of lines (e.g. electricity, gas, pipelines, water, waste water, district heating) are not presented at the beginning of the job, the customer agrees that work may commence and shall be liable for any cable and pipeline damage as well as any consequential damage. The customer shall provide us with sufficient space within the construction site for a builder's hut or a suitable lockable room as well as toilets and washing facilities unless otherwise agreed in individual cases.

(3) Notification of construction, official approvals, other forms of permission and any other necessary building applications must be organised by the customer in good time and at his own expense. Care must also be taken to ensure that public law regulations are observed, in particular the relevant state building regulations for temporary structures and possibly the relevant meeting place ordinances with regard to safety distances and emergency exits (or the relevant national regulations for the place of installation if abroad).

(4) The customer shall send acknowledgement to our site supervisor that a complete installation has been properly handed over. Use of the equipment is deemed as acceptance.

#### **10. Warranty and liability**

(1) Unless agreed otherwise, the contractual quality of the products shall be based exclusively on the agreed product specifications. The properties of specimens and samples are only binding insofar as these have been expressly agreed as indicative of product qualities, whereby such an agreement must be made in writing. Details concerning quality, durability and other information shall only be guarantees if they are agreed and designated as such. Guarantees are subject to written confirmation by our management team. Claims for defects shall be void if the product condition deteriorates due to unsuitable or improper use or storage, unsuitable or improper transport or incorrect or negligent handling by the customer as well as in instances where deterioration is the result of a typical change in terms of the nature and function of the product (e.g. typical wear and tear).

(2) If the customer is a trader and second-hand items are sold, or we build a piece wholly or partly from used parts or components in accordance with

contractual agreements, any liability for defects concerning these items and parts shall be excluded unless otherwise agreed.

(3) If the customer is a trader, the products must be inspected immediately after receipt insofar as this is feasible in the ordinary course of business. We must be immediately notified in writing of any obvious defects, and in any case within five working days after delivery. Defects that could not be identified during a proper initial inspection must be reported by the customer in writing without delay, and no later than three working days after discovery of the defect. In other cases, it shall be deemed that the delivered products have been approved unless we have fraudulently concealed a defect.

(4) If the customer is a trader, we will initially furnish a warranty against defective goods by providing a remedy or a replacement at our discretion. If the customer is a consumer, he or she may choose at first whether the supplementary performance should take the form of a repair or replacement. However, we are entitled to refuse the type of supplementary performance chosen if it is only possible at a disproportionate cost. In particular, it is necessary to consider the value of the item in immaculate condition, the importance of the defect and the question as to whether an alternative type of supplementary performance could be provided without significant disadvantages for the customer. In this case, the customer's claim shall be limited to the alternative type of supplementary performance.

(5) If the customer receives faulty assembly instructions, we are only required to deliver fault-free assembly instructions – and only if the fault contained in the assembly instructions prevents proper assembly.

(6) If the customer is a trader, the warranty period for new items is one year from delivery of goods. If the customer is a consumer, the statutory period for new items is two years from delivery of goods. For used goods, the statutory period for consumers is also one year from delivery of goods. If our performance consists of a building or the delivery of items to be used as part of a building in accordance with their customary use, the warranty period shall be five years.

(7) The shortening of the statutory period under section 10.6.1 and 10.6.3 shall not apply to damage resulting from a grossly negligent or intentional violation of our duties, one of our legal representatives or one of our vicarious agents, nor in the event of injury to life, limb or health.

(8) If, due to legal regulations, we are required to pay for damage caused by slight negligence, we shall be liable to a limited extent. Liability shall exist only if key contractual obligations have been breached, such as those imposed on us as a seller by the contract in line with its content and purpose, or those whose fulfilment is necessary for proper execution of the contract in the first place as well as those on whose observance the customer regularly relies, and may continue to do so. Such liability is limited to typical damage that may be foreseen when the contract is concluded. Exclusions include the personal liability of our legal representatives, vicarious agents and employees for damage caused by them through slight negligence. For the above limitation and exclusion of liability, section 10.7 shall apply accordingly.

(9) Regardless of our fault, any liability we bear for fraudulent concealment of a defect or that arises from the assumption of a guarantee or procurement risk shall remain unaffected under the German Product Liability Act.

(10) The customer may choose to withdraw from the contract or to reduce the purchase price if the supplementary performance is inadequate, if it is unreasonable for the customer, if we refuse to do it, or if it does not take place within the reasonable period set by the customer. The right to withdraw shall be excluded if the defects present reduce value or suitability by only an insignificant margin. In such cases, the customer may only demand a commensurate reduction of the purchase price.

(11) In the case of supplementary performance, we are required to bear the necessary expense of providing supplementary performance, in particular transport and material costs, on the condition that such costs do not increase due to the relocation of the defective product to a place other than the place of performance – unless such a change of location is in line with the agreed product use. If we were originally not required to set up the goods, the supplementary performance shall not include work to dismantle the defective goods or to install the faultless goods. In this case, dismantling and installation costs do not fall under the cost of supplementary performance and shall not be borne by us as part of our supplementary performance.

#### **11. Place of fulfilment, choice of law and place of jurisdiction**

(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 us and our customer, to the 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 Röder Zelt- und Veranstaltungsservice GmbH. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, or 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.

**12. Severability clause**

Should a provision in these terms of delivery or a provision in any other agreement be or become ineffective, this shall not affect the validity of all other provisions or agreements. The parties shall conduct negotiations following the principle of good faith and with 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 terms of delivery contain an unintended gap, this must be filled through a supplementary interpretation of the contract.