

General Terms and Conditions

1 General Information

- 1.1 Rentals or services shall only be made in accordance with the following conditions, being solely decisive for the terms of the agreement. Any provisions deviating from said service agreement or rental agreement, respectively, and, in particular with regard to the terms and conditions shall only become effective if explicitly confirmed by Qualimero in writing.
- 1.2 Any changes and amendments to this agreement as well as any side agreements have to be confirmed in writing by Qualimero to be legally binding.

2 Quotation/Contract

- 2.1 Unless otherwise agreed, all offers are non-binding and subject to change without notice. A contract is concluded upon receipt of a written order confirmation and no later than with delivery of the rented item.
- 2.2 Any changes to the scope of delivery on site, delays beyond the agreed deadlines or impossibility of delivery and removal for reasons beyond Qualimero's control shall not be covered by the agreed price.
- 2.3 Qualimero grants the tenant the right to use the equipment specified in said agreement.
- 2.4 The tenant shall be obliged to pay the agreed rental.
- 2.5 The tenant shall only be entitled to let the rented equipment to third parties for use and/or conclude any contracts with third parties regarding the rented equipment after having obtained prior written permission from Qualimero.
- 2.6 The rental period shall commence on the day of delivery and terminate on the day of returning the rented equipment to the lessor's warehouse. In any case the minimum rental period shall be the contractually agreed period of time.
- 2.7 In case of late return of the rented equipment the rental price will be calculated on the basis of the actual period of time. Furthermore, the tenant has to make up for the damage resulting therefrom.

3 Rental/Terms of payment

- 3.1 The prices stipulated in the respective tenancy agreement shall apply and are subject to the V.A.T. (value added tax) valid at the date of invoicing.
- 3.2 Invoices are payable upon receipt and without any deduction.
- 3.3 Without any further reminder delay shall occur 30 days after the date of issuance of the invoice.
- 3.4 The rental shall solely be calculated on the basis of full daily rates and in accordance with the duration of the agreed use. For several-day use the following discount scale shall apply - unless otherwise stipulated in individual cases:
- | | |
|--------------------|--------------------|
| 2-day rental x 1.7 | 3-day rental x 2.3 |
| 4-day rental x 2.8 | 5-day rental x 3.2 |

Longer periods of time upon request

- 3.3 Should Qualimero accidentally handle the revenue as non-taxable or tax-free, respectively, although the turnover is subject to sales tax, Qualimero shall be entitled to retroactively claim the sales tax incurred from the tenant once Qualimero has issued a corrected invoice. The same applies if the turnover shall become again subject to taxation due to a change of the billing address subsequently effected by the tenant.

4 Duties of the tenant

- 4.1 The tenant is obliged to treat the equipment with all due care. At delivery on site he has to check whether the rented equipment including accessories is in good order and complete.
- 4.2 Should the tenant or person entitled to take over the rented equipment fail to appear within 30 minutes after the agreed delivery time or notify to Qualimero, Qualimero may resign from the order and charge the damages arising from rental default to the extent of the agreed rental including transportation and delay up to 30 minutes.
- 4.3 The tenant is obliged to immediately notify to Qualimero any damage or loss of equipment that occurs during the rental period. In general, the tenant is not allowed to technically engage in the rented equipment.
- 4.4 The tenant shall ensure that all equipment including media introduced by him is subject to the applicable legal provisions and dispose of a valid operator license.
- 4.5 Unless otherwise agreed, the tenant must procure all official approvals or other permits required for performing the contract and provide them for Qualimero.

5 Event location

- 5.1 The tenant shall be responsible for providing the function room in a condition suitable for the setup including all necessary connections for power supply, communication etc. in good time before the event.
- 5.2 The tenant must ensure free access (parking, lift, etc.) to the place of the service to be provided for Qualimero or their vicarious agents.
- 5.3 With regard to any delay in the setup due to reasons beyond Qualimero's control, the tenant shall bear the extra costs incurred thereby.
- 5.4 The seating must be announced prior to the setup.
- 5.5 Technical staff must be afforded to access the equipment at any time. Likewise, the floor space required for equipment and position must be provided by the tenant. The position and arrangement of said floor spaces must be coordinated with Qualimero prior to the start of the event.

- 5.6 The tenant commits himself to obey the respective safety regulations, in particular fire protection and personal security

- 5.7 Travel expenses and entertainment expenses incurred by Qualimero in connection with the performance of the contract must be reimbursed separately by the tenant.

6 Liability of the tenant, bearing the risk

- 6.1 The tenant shall be liable for all damages caused by him or third parties to the rented equipment including accessories from the date of delivery until its return at the place of handover.
- 6.2 The tenant shall be further liable for any loss of use Qualimero has to encounter due to the fact that the devices are not returned in perfect technical condition or for any resulting repair costs. In case of total loss the tenant shall indemnify the replacement value of the rented equipment as well as the costs of the replacement irrespective of whether or not he is responsible for the damage.

7 Liability of the lessor

- 7.1 Any claims for damages by the tenant against the lessor, in particular with regard to default, impossibility of performance, positive breach of duty, culpa in contrahendo or tortious act shall be excluded unless the damage has been caused by willful intent or gross negligence. Said restriction does not apply to body injury or liability for claims based on the data privacy act.
- 7.2 Compensation for indirect damages is excluded. Further, liability shall also be excluded if during the event equipment or device configurations are adjusted by the tenant or his vicarious agent, thereby disturbing the course of the event.
- 7.3 No liability shall be assumed for any software errors and problems caused by the tenant's software or products installed on rented computers.

8 Warranty

- 8.1 The warranty rights of the tenant are initially limited to remediation. After failure of a number of attempts to remedy the defect which are reasonable for Qualimero, the tenant shall be entitled to enforce his legal claims, in particular his right to cost reduction and conversion.
- 8.2 If the tenant takes over the rented equipment including accessories without notifying a defect to the lessor, it will be considered as being without defect. Unless these are defects which have been explicitly notified at the receipt of the equipment, the tenant shall neither be exempted from the payment of the rent nor entitled to its reduction in case of disturbance or failure.
- 8.3 The tenant or buyer shall be given the opportunity to check the recording or with regard to copies immediately review the media when the copies are handed over. If he does not make use of this right, he acknowledges a correct and proper delivery.

9 Withdrawal/Cancellation

- 9.1 If there are any liabilities on the part of the tenant prior to the commencement of the event, Qualimero shall be entitled to demand an invoice settlement or withdraw from the contract.
- 9.2 If the tenant withdraws from the rental agreement for whatsoever reasons, Qualimero must be immediately informed in writing of said withdrawal. In such a case the following flat-rate cancellation fees will become due without proof of loss:
- Up to 30 days from the beginning of the rental period: 30% of the order value
Up to 14 days from the beginning of the rental period: 40 % of the order value
Up to 8 days from the beginning of the rental period: 50% of the order value
Up to 2 days from the beginning of the rental period: 80% of the order value

10 Privacy

- A data privacy statement is available for download on our website www.qualimero.de.

11 Final provisions

- 11.1 The aforementioned general terms and conditions will be considered as being accepted by the client once the client has affixed his signature to the quotation or delivery note.
- 11.2 Between the parties to the contract solely German law shall be applicable.
- 11.3 If an individual provision of this agreement becomes completely or partially invalid, the validity of the remaining provisions shall not be affected.
- 11.4 Munich shall be considered to be agreed upon as place of jurisdiction for all contracts with general merchants or corporate bodies either governed by private law or under public law with the proviso that Qualimero shall be entitled to file a lawsuit at the place of domicile or a branch of the tenant.