

Rental and Service Rental Conditions

General terms and conditions



1. Subject matter of contract/scope of service

In addition to the individual special agreements made in the rental or service agreement, the rental shall take place according to the following general conditions (rental and service rental conditions). The subject matter of the contract outside of online transactions are the items listed in detail in the order confirmation. Online transactions are made exclusively with commercial customers, not with private customers, i.e. not with consumers within the meaning of § 13 BGB (German Civil Code).

Part of the contract are the services agreed in the written offer. A contract shall be deemed concluded if the order confirmation of Moviescreens Rental GmbH is confirmed in writing by the customer without any changes. The following conditions shall be deemed accepted at the latest upon delivery of the items to the place of use. If the order confirmation of a legal entity is signed by a representative, the legal entity is deemed to be the contractual partner and is fully liable for all claims against Moviescreens Rental GmbH.

2. Rental period

The rental period is usually calculated on the basis of days or weeks. The minimum rental period is usually one day. Begun days count as full days. The rental period begins at the latest with the arrival of the items at the place of use. It ends at the earliest with the re-arrival of the objects at the landlord.

3. Conditions

The terms of payment shall be the terms agreed on the order confirmation plus the statutory value-added tax applicable at the time. Unless otherwise agreed, invoices are payable without deduction within 10 days of the invoice date. Payments by cheque are not accepted for online transactions. If the due date of the invoices of Moviescreens Rental GmbH is exceeded, Moviescreens Rental GmbH shall charge default interest from the due date at a rate of 9 percentage points above the base rate of the ECB (§ 288 Para. 2 BGB). The lessee may only offset or exercise a right of retention against the claims of Moviescreens Rental GmbH if the counterclaim is undisputed or has been legally established.

4. Transport/dispatch and costs

The transport/dispatch of the objects shall take place at the expense of the lessee by the most economical means, unless the lessee has expressly requested a particular transport/dispatch type. The costs of a transport insurance policy taken out at the request of the lessee shall be borne by the lessee. All logistics costs can be received in the agreed rental or service rental amount. Additional logistics costs incurred as a result of a change in the order initiated or for which the lessee is responsible, for example a change in the quantity of equipment, the planned chronological sequence of the use of the equipment ordered by the lessee or the place of use of the equipment, shall be borne by the lessee and shall be invoiced separately.

5. Passing of risk

The risk of qualitative deterioration up to the technical total failure of the rental objects (operational risk) due to improper handling or operation of the rental object by the lessee or third parties shall pass from the lessor to the lessee, taking into account the transport agreements of the contracting parties, upon collection or delivery to the forwarding agent or delivery of the rental object. The risk of accidental loss or deterioration or impossibility of handing over the rental object (performance risk) shall pass from the Lessor to the Hirer, taking into account the transport agreement of the contracting parties, upon collection or delivery to the forwarding agent or delivery of the rental object. The risk is transferred back from the lessee to the lessor when the rental objects are returned to Moviescreens Rental GmbH or when Moviescreens Rental GmbH picks them up.

6. Protection of the rental objects/insurance

The customer is liable for any damage to equipment, devices and accessories which Moviescreens Rental GmbH carries with it to fulfil the order. In particular, the customer is liable for damages caused by element influences, vandalism as well as for the destruction or loss of equipment, devices and accessories (theft, etc.).

In the event of loss of the rental object, the renter shall replace the replacement value; in the event of damage to the rental object, the renter shall replace the replacement value if repair would be impossible or uneconomical.

The customer must take the necessary measures to protect Moviescreens Rental GmbH systems, equipment and accessories from the effects of the weather. The customer must ensure that the equipment, devices and accessories of Moviescreens Rental GmbH are not accessible or guarded by third parties from the time of delivery (arrival of the delivery vehicles at the venue) to the time of collection (departure of the delivery vehicles from the venue). Liability for the equipment, devices and accessories remains with the customer even if Moviescreens Rental GmbH personnel are present.

By signing the contract conditions / order confirmation, the customer confirms to have insured all equipment, devices and accessories, which Moviescreens Rental GmbH carries with them for the execution of their order, against fire and natural hazards as well as against other damages and theft.

7. Use of the rented objects

The rented rental objects are the property of Moviescreens Rental GmbH or the partner companies of Moviescreens Rental GmbH. The renter must use them in a careful manner, observe all obligations associated with the possession, use and preservation of the rental objects and follow the maintenance, care and use recommendations of Moviescreens Rental GmbH. Subletting of the rental objects without the express permission of Moviescreens Rental GmbH is not permitted. The renter must leave the equipment in his direct possession and use it only at the agreed locations. The renter enables Moviescreens Rental GmbH to check the rented equip-

ment at any time. If a defect of the rented objects becomes apparent during the rental period, the renter must inform Moviescreens Rental GmbH immediately in writing.

8. Return of the rental objects

The renter has to return the rented objects immediately to Moviescreens Rental GmbH at his own expense and risk after expiry of the agreed period of use and/or possession (cf. rental period according to clause 2.).

9. Late return

In the event of late return of the rented items (cf. return of the rented items in accordance with section 8.), the rental price will be recalculated. The right of Moviescreens Rental GmbH to claim higher damages remains unaffected. For the duration of the withholding, the lessee shall be liable to Moviescreens Rental GmbH, even without fault, for the damage caused by the fact that the rental object is deteriorated, lost or cannot be handed over by the lessee for any other reason.

10. Electricity / water

The tenant must provide the electricity connections (type of connection and fuse) and water in accordance with the offer order confirmation. The costs for the installation of an electricity connection as well as electricity and water costs shall be borne in full by the tenant. If the service or a partial service cannot be provided due to a missing electricity connection or missing water supply, the tenant must pay for the full service in accordance with the offer/order confirmation. All additional expenses arising from an electricity or water connection not provided by the tenant shall be borne by the tenant.

11. Personnel expenses

In the case of full-day services, catering (at least one warm meal per day) and drinks (for the whole day) for the personnel provided by Moviescreens Rental GmbH shall be provided by the renter in an appropriate quantity and quality. If this is not possible for the tenant, a lump sum for expenses will be charged in the amount of the current table of the Federal Ministry of Finance per person and day.

If it is not reasonable for the Moviescreens Rental GmbH staff to make their way back after an event, or if an evening or night dismantling (dismantling end later than 11 p.m.) takes place more than 50 km from the head office of Moviescreens Rental GmbH, the lessee shall provide hotel rooms (single rooms with breakfast) in the immediate vicinity of the event location. Accommodation costs shall be borne by the tenant.

If a hotel room as mentioned above is not provided, the amount shall be calculated according to the current table of the Federal Ministry of Finance. In individual cases, even more if this exceeds the costs of the current table of the Federal Ministry of Finance.

12. Security deposits

Moviescreens Rental GmbH is entitled to demand an advance payment of the agreed rental or service fee. Moviescreens Rental GmbH is entitled to demand that the renter deposits a deposit of the rental objects with Moviescreens Rental GmbH for the duration of the con-

tractual relationship.

The deposit will be refunded to the tenant after termination of the contractual relationship or undamaged return of the rented items to Moviescreens Rental GmbH or offset against outstanding claims. By signing the General Terms and Conditions, the tenant agrees to the settlement by Moviescreens Rental GmbH.

13. Warranty

Moviescreens Rental GmbH is liable for the functional condition of the rented equipment at the time of transfer of risk to the exclusion of further claims as follows: If, at the time of the transfer of risk, the rented objects have defects whose suitability for contractual use is cancelled or reduced to an extent equivalent to cancellation, Moviescreens Rental GmbH may, at its discretion, rectify the defect, replace the defective objects or withdraw from the contract. The renter is released from the obligation to pay the rent for the duration of the suspension of the suitability. If the suitability of the rental objects is only reduced, the rental or service fee shall be reduced accordingly. In online shops Moviescreens Rental GmbH does not assume any liability for the functional composition of the equipment selected and rented by the lessee for - if applicable - joint use.

Moviescreens Rental GmbH is only liable for damages incurred by the renter during the use of the rental object if the damage was caused intentionally or grossly negligently by Moviescreens Rental GmbH or its vicarious agents and if the injury to life, body or health was caused at least negligently by Moviescreens Rental GmbH or its vicarious agents. The warranty rights of the lessee are initially limited to rectification. If a reasonable number of attempts to remedy the defect fail, the Lessee shall be entitled to the statutory rights.

Moviescreens Rental GmbH is not liable for indirect damages or lost profits.

14. Liability of the lessee

The tenant is liable to Moviescreens Rental GmbH for all damages resulting from the improper use of the rented objects. This does not apply if the tenant instructs Moviescreens Rental GmbH to activate the functions of the rented objects for the tenant and to keep them active according to the tenant's specifications. The damage caused by accidental loss as well as accidental damage after transfer of risk shall be borne by the lessee. In the event of total loss or damage to the rented items, the lessee shall, subject to the provisions of Clauses 8 and 9, reimburse the replacement value of the rented items. When hiring wireless microsystems in the areas III (VHF), IV and V (UHF) as well as operational radio equipment, the hirer must ensure that the use of the systems is in accordance with the applicable provisions of the Federal Network Agency (BNetzA).

15. Premature withdrawal from contract

In case of cancellation of an agreed service, the renter owes Moviescreens Rental GmbH a contractual penalty according to the following calculation:

Time of resignation	Rental equipment & personnel costs	Planning & Organization	Manufacture & production of goods
Up to 60 days before contract start*.	50 %	50 %	100 %
Up to 30 days prior to commencement of contract*	75 %	75 %	100 %
Later cancellation	100 %	100 %	100 %

*The start of the contract is the first day of construction. The percentages refer to the partial services listed in the order confirmation.

Moviescreens Rental GmbH may withdraw from the contract for important reasons at any time and at no cost. Important reasons are, in particular and not finally, the default of payment (according to security deposits, clause 12.) of the lessee, facts changed since acceptance of the offer, which make the fulfilment of the contract unacceptable for Moviescreens Rental GmbH, actions not taken by the customer to co-operate, etc.

16. Licenses

When operating video and audio systems, picture and sound reproductions used by the lessee may only be made in accordance with the conditions of the respective licence holder. In the case of IT systems, software to be used may only be used for the individual device intended for this purpose. When operating the devices, co-usable software may only be used in accordance with the Licensee's terms and conditions as stated separately. The lessee exempts Moviescreens Rental GmbH from all claims for damages of the licence holders in case of improper use of picture and sound material, as well as software. The customer is responsible for obtaining all necessary permits, concessions, licence rights and the like and has to bear all associated conditions. If Moviescreens Rental GmbH confiscates or deposits equipment and devices due to violations of the customer, the customer of Moviescreens Rental GmbH is liable for full damages. In addition, reference is made to the sections 8. Return of rented items and 9. Late return, which apply.

17. Rights of third parties

The lessee shall indemnify the leased objects against all encumbrances, claims and liens of his creditors. He is obliged to inform Moviescreens Rental GmbH immediately, providing all necessary documents, if the rented equipment is nevertheless seized or otherwise claimed by third parties during the term of the contract. The lessee shall bear all costs necessary to cancel such inter-

ventions, unless such interventions are exclusively directed against Moviescreens Rental GmbH. In addition, reference is made to the sections 8. Return of the rental objects and 9. Late return, which apply.

18. Deliveries

The agreement of a rental date is subject to the timely delivery of the rental objects. Unforeseen events which are neither known to Moviescreens Rental GmbH nor for which Moviescreens Rental GmbH is not responsible, regardless of whether they occur at Moviescreens Rental GmbH or at one of its suppliers, e.g. strike, lockout, accidental damage, operational disruptions, war, natural catastrophes, government measures, etc., entitle Moviescreens Rental GmbH to withdraw from the contract or to postpone the start of the rental period for the duration of the hindrance.

Moviescreens Rental GmbH is obliged to inform the tenant immediately about the non-availability of the rental objects and to waive the agreed rent for the period of non-availability for which the tenant is not responsible or to reimburse this proportionately if it has already been paid. No partial deliveries can be made in the case of online transactions.

19. Cleaning of the rental objects

The tenant must treat the rented objects carefully. If the rented objects are contaminated in such a way that no further use is possible, Moviescreens Rental GmbH has the right to subsequently charge the lessee for the additional costs incurred for proper cleaning. In addition, reference is made to the sections 8. Return of the rental objects and 9. Late return, which apply.

20. Retention of title

All equipment, devices, accessories, tools, consumables as well as goods which have been specially produced or purchased for the fulfilment of a specific order (disposable or reusable items) are and remain the property of Moviescreens Rental GmbH at all times.

21. Changes of models and prices

Moviescreens Rental GmbH reserves the right to make changes to the models and prices part of the contract after consultation with the tenant. In online shops, the price is not fixed by the order confirmation, but exclusively in the order confirmation of Moviescreens Rental GmbH, which usually takes place within one working day.

22. Reference and photos

Moviescreens Rental GmbH is entitled to name each event with customer and event name on its reference list (homepage & print). Furthermore, Moviescreens Rental GmbH is entitled to take photographs, use video recordings and selected pictures on the homepage, in printed matter and for any own advertising purposes.

23. Offers and documents/copyright protection

Offers, calculations, plans, drawings or comparable documents may not be reproduced, changed or made accessible to third parties by the tenant without the consent of Moviescreens Rental GmbH. If a contract is not concluded, the documents including copies must be re-

turned to Moviestcreens Rental GmbH immediately, even if it is only a simple, non-binding request for an offer on the part of the requesting party, which does not result in an order being placed. Corresponding digital documents must be permanently deleted from all drives and storage media. In the event of culpable infringement, the lessee undertakes to pay a contractual penalty of EUR 5,000,000.00 to Moviestcreens Rental GmbH. The right of Moviestcreens Rental GmbH to claim higher damages remains unaffected.

24. Suitable construction site

Moviestcreens Rental GmbH is not entitled to check the suitability of the installation site prior to the execution of the contract. Moviestcreens Rental GmbH therefore owes the provision of the service at a normal construction site without any difficulties. The renter must ensure the suitability of the construction site for materials to be installed, erected or assembled by Moviestcreens Rental GmbH. If the installation is delayed due to circumstances for which Moviestcreens Rental GmbH is not responsible, the renter shall bear the additional costs incurred (e.g. waiting times, additional travel required by the personnel, etc.). Here the price list rates of Moviestcreens Rental GmbH apply and only the local rates as a substitute.

25. Subcontractors

Moviestcreens Rental GmbH is permitted to commission subcontractors with the provision of services.

26. Access to the object

The renter must ensure that the technician(s) or the personnel provided by Moviestcreens Rental GmbH have unhindered access to the object on the date of execution. Otherwise, the tenant must reimburse the additional costs incurred (e.g. waiting times, etc.). In the absence of an agreement, the price list rates of Moviestcreens Rental GmbH shall apply and only the customary local rates as a substitute.

27. Transfer to third parties and use abroad

The tenant may only with the express consent of Moviestcreens Rental GmbH third parties, against payment or free of charge, or to take the rented items abroad. If the use of the item by the tenant continues after the rental period, the rental and service contract will not be extended even without objection by Moviestcreens Rental GmbH.

28. Applicable law and place of jurisdiction

The laws of the Federal Republic of Germany shall apply exclusively between the contracting parties. The contract language is German. Place of performance is the registered office of Moviestcreens Rental GmbH in 49401 Damme. German law applies to foreign rentals at the conditions agreed here.

29. Severability clause

If any provision of these Terms shall be or become invalid, void or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Invalid or ineffective provisions shall be replaced by provisions that come as close as possible to the intended economic purpose of the provision.

30. Final provisions

Verbal collateral agreements have not been made. Changes and additions to the contract outside an on-line business and these conditions must be in writing. This also applies to the change of the written form clause in the preceding sentence and the change of this sentence. Should any provision of the contract and these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. For online transactions and correspondence via the websites of Moviestcreens Rental GmbH, the contents of the disclaimer and data protection notice, available at [www.moviescreens.de/Moviestcreens Rental/Impressum](http://www.moviescreens.de/Moviestcreens%20Rental/Impressum), also apply.

Valid from 01.06.2017

BY SIGNING THESE RENTAL AND SERVICE CONDITIONS, THE RENTER CONFIRMS THAT HE HAS READ AND UNDERSTOOD THEM:

Order placed:

Place, date

Name in block capitals

Stamp, signature of the customer



MOVIESCREENS
Rental

Am Stadtmuseum 3
49401 Damme

Tel. +49 (0) 5491 974 90 30
Fax +49 (0) 5491 974 90 49

www.moviescreens.de
rental@moviescreens.de