General Terms and Conditions Burmester Event- & Medientechnik

§1Scope

The following terms and conditions apply for all contracts concluded between Nikolas Burmester (in the following BEM) and his contractual partners (in the following "lessee") making use of goods and services supplied by BEM. They apply for all future business relationships, even if not explicitly agreed upon. Differing terms and conditions of the lessee are not binding for BEM, even if BEM does not disagree explicitly with them in the following Terms and Conditions.

§2Offer and Conclusion of Contract

Offers given by BEM are generally subject to change and non-binding. Placement of order through the lessee as well as the order confirmation through BEM are to be made in written form or via telex / email and only then are legally effective. The rental starts with the day of collection and ends with the day of return. Collection and return can only be carried out during the time periods stated in the order confirmation. A daily rental price refers to a time period of 24 hours. Partial days are invoiced as a full day. Weekends (collection on Saturday / return on Monday) are priced at 1.5 of the daily rental price. This also applies if the rental period is for one day only (W.E. flat charge).

§3Claims & Liability

BEM commits to forward the leased objects in an operationable manner and according to the agreed rental period. The handover occurs at the premises of BEM. Direct delivery is possible upon prior arrangement and at additional costs. BEM is eligible for maintenance of leased objects for the duration of lease, but not explicitly obliged to do so.

§4Price / Payment

The lessee is obliged to ensure full functionality and entirety of all leased goods and parts prior to dispatch or handover. The actual handover is seen as affirmation of receipt of the goods in a complete and functional state. The leased goods are to be treated in a careful manner and are only to be set up or used or operated by specialized individuals. The contrary use of the leased objects enables and immediately authorizes BEM to cancel the contractual agreements as set forth. The lessee has to guarantee the faultless operation of all equipment, specifically regarding electricity and power support. Initial electrical failures or fluctuations of the same lie within the full responsibility of the lessee, and if the leased goods are damaged through these incidents, the lessee is held responsible. If the leased goods or parts of these become non-functional and the lessee has no immediate fault, the lessee is obliged to immediately report this to BEM. The lessee assures BEM to return all leased objects in a clean, impeccable and orderly condition. The lessee is liable for damage, loss or similar occurrences totaling the actual new retail price of the leased goods. Used, faulty or lost bulbs or other parts, including small accessories are to be reimbursed by the lessee according to the current market price. The agreed time of lease has to be adhered to. If this is not possible, BEM needs to be informed immediately. Every day exceeding the agreed day or time of return will be charged as a full day. Beyond that, the lessee is obligated to reimburse the resulting loss BEM has experienced through this delay. A transfer of the leased goods to a third party is strictly prohibited.

§5Liability Claims of the Lessee

Liability Claims of the lessee imply that the lessee has verified the functionality and completeness of the leased / rented goods according to §4 and that the defect or fault of the leased/rented good has been forwarded immediately after discovery. If faulty or defect, BEM is authorized to replace or repair as BEM sees fit. If BEM is not able to replace or repair the leased/rented objects in a timely manner, the lessee is eligible to withdraw from the contract as he sees fit or to claim an appropriate reduction on the rental price(s). The Liability Claims of the Lessee are in general excluded.

§6Compensation Claims

The disclaimer of warranty also applies to compensation claims of the lessee, so for compensational claims resulting out of impossibility, of positive breach of parts of the contract or as a whole, as well as of illegitimate activity. Disclaimer of warranty applies to any kind of consequential damage. Excluded from the disclaimer are such claims for reasons which are wantonly negligent or deliberate actions caused by BEM and compensation claims due to the inexistence of an explicit and written guaranteed feature. As far as BEMs liability is excluded, this also applies to the personal liability of BEM staff as well for as subcontractors working for or under BEM. When leasing technical, sophisticated devices (for example, video projectors, mixers, computer supported lighting systems, etc.) without the use of BEM qualified personnel, no claims can be made in general regarding the proper functionality of the leased/rented goods. The lessee is in any case responsible for burden of proof, reason of damage and volume of damage. If goods are rented/leased without personnel, the lessee is obliged to adhere to all standard safety requirements and regulations, especially those of the UVV and VDE. Also, the leased/rented applications are only to be used for the intended use as per agreement. If uncertainties or doubts arise regarding the intended use of the objects, a specialist needs to be consulted. Apart from that, all liability restrictions und §5 apply.

§7Insurance

The lessee is obliged to properly and sufficiently insure the leased/rented objects pertaining to the appropriate risk. The proof of insurance can be demanded by BEM. Should the lessee explicitly wish so, BEM can organize the insurance at additional costs for the lessee.

§8Payment

Prices and payment conditions are agreed upon separately for each event. If this has not been done, the prices are valid per price-list without discount. The payment in these cases is to be effected in advance. BEM is entitled to demand a security deposit from the lessee at the time of equipment pick-up which is fully paid back after return of the equipment, assuming its proper state. BEM reserves the right to change the price-list at any time without prior notice. If a confirmed order is cancelled within 30 days prior to the event, or other means of use, as well as at the point of pick-up, a cancellation fee of 20% is to be paid according to the offer. If a confirmed order is cancelled within 10 days prior to the event, or other means of use, as well as at the point of pick-up, a cancellation fee of 50% is to be paid according to the offer. If a confirmed order is cancelled within 3 days prior to the event, or other means of use, as well as at the point of pick-up, a cancellation fee of 80% is to be paid according to the offer. In case of payment delay on the part of the lessee, BEM can invoice an additional 3% interest above the current German Federal bank rate. Other claims of BEM are untouched hereby. The lessee can only set-off or add up claims or execute right of retention if undisputable or legally asserted.

§9Reservation of Ownership

BEM reserves the right of ownership for the delivered products until all claims arising from the business relationship with the customer are settled.

§10Third Party Rights

The lessee is required to keep all equipment free from third party lien and claims. He is obliged to immediately inform BEM if the leased/rented goods have been impounded or in any other way claimed by a third party during the rental period hereby providing all necessary documentation to BEM. The lessee carries the necessary expenses arising from any such encroachment.

§11Final Stipulations

The legal relationship between us and the customer is subject to the German substantive Law. The contractual and negotiation language is German. Sole place of venue for all disputes among the parties arising out of and in relation to this business relationship is Berlin, unless legal regulations stipulate another place of venue. Should a provision of this agreement be invalid or become invalid or should this agreement contain an omission, then the legal effect of the other provision shall not thereby be affected. Instead of the invalid provision, a valid provision is deemed to have been agreed upon which comes closest to what the parties intended; the same applies in the case of an omission. Verbal subsidiary arrangements have not been made. Any terms are required to be in written form. All technical aspects without guarantee. Models, prices and delivery possibilities are subject to change.

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