

# Hire Terms and Conditions of the CYBORG Messebau-Zelte GmbH

## 1. Applicability of Hire Terms and Conditions

The deliveries, services and offers of the lessor are specifically and exclusively subject to these hire terms and conditions. Supplements, changes or additional agreements are only valid if confirmed in writing by the lessor.

## 2. Conclusion of the Contract

Our offers are subject to change and are not considered to be accepted until such time as an express confirmation is sent or an invoice is issued by us. If we are hindered from delivering on time due to reasons beyond our influence, we are relieved of delivery obligations. The hire/rental contract only refers to the rental items listed in our order confirmation or invoice. We reserve the right to substitute the listed rental items for items with the same function. The indicated dimensions, forms and colours are subject to change.

## 3. Rental Period

The rental item is provided for the period of the event and must be used in an appropriate manner by the exhibitor. Subletting is not permitted without the prior approval of the lessor. An extension of the rental period requires the agreement of the lessor.

## 4. Rental Price

All prices are net prices and are exclusive of any applicable value-added tax which the exhibitor shall be additionally liable to pay. The rental price is calculated on the basis of the rental period. For on-site orders, a surcharge of 25 % will be added to the unit prices.

## 5. Technical Installation

In the case of operational or supply failures and consequential damages we assume no liability for consequential damages when the installing company is not proven to have acted in gross negligence. Transfer and distribution within the own stand have to be accepted for the supply of one's own stand and stands of third parties. Wilful modifications of the stand distribution as well as the application of changes to the rental and installation material are not permitted. The originator is liable for any possible damages occurring as a result of improper use or modifications. Transfer and sub-distribution to neighbouring stands is not permitted. Non-compliance with this requirement may result in the exclusion from supply services. When sewage is discharged to the municipal waste water system, the amount of pollutants must not exceed the amount typical for households. The dilution of fats, acids and bases is not permitted. In the case of highly fat-containing sewage, a grease separator has to be installed as a preliminary filter and the cost will be charged to the lessee. It is not permitted to discharge scraps of food or faeces in the sewer. The lessee is liable for damages occurring as a result of improper discharge. The equipment and installations which are used at the stand must comply with the respective standards and regulations applicable in Germany or Europe. The originator is liable for possible damages in consequence of defective equipment. At the end of the fair, the lessee has to secure his/her water supply in order to prevent damages which may occur as a result of water and sewage leakages during the night. The lessee is liable for possible damages.

## 6. Terms of payment

The invoice amount is payable according to the issued invoice and by the date of payment. The right of supply is only acquired after the invoice has been completely paid. Repeat orders which are placed on-site must be fully paid when the installation or delivery is made. If the lessee is more than one month late in payment, interests on delayed payment of 5 % above the respective base interest rate apply. Cheques, bills of exchange and related means of payment are accepted on account of performance. Collection costs, discount charges and reversal costs are at the expense of the debtor. In the case of delayed payment, the lessor reserves the right to refuse delivery or supply as well as the right to collect the delivered rental items ahead of schedule.

## 7. Liability

The lessee is liable for the loss of rental items in the amount of the replacement value. He/She is also liable for damages to rental items in the amount of the repair costs, inasmuch as these costs do not exceed the replacement value. This does not affect the right of the lessor to exercise claims of further compensation for damages. The lessee is obliged to insure the rental items against theft and vandalism. The liability of the lessee begins when the rental items are delivered and ends when they are collected.

## 8. Withdrawal

The withdrawal of a placed order is permitted up to 4 weeks before the scheduled delivery date. In the case of a withdrawal at a later date, the full rental price has to be paid.

## 9. Delivery

The delivery of a rental item will be made at the time agreed. If no delivery time is agreed, the delivery will be made prior to the beginning of the fair. A fixed delivery date is subject to express agreement and written consent by the lessor. The rental item must be ready for collection at the end of the rental period.

## 10. Warranty

Any liability on the part of the lessor for property damage and/or damage to persons arising from the use of rental items is limited to cases of intent and gross negligence. The lessor provides used rental items which have been examined and checked. Whereby due diligence and care are to be exercised, defects or damages may nevertheless occur during transport. With regard to the faultless condition of the rental item, the lessee is required to immediately check the item and give notice of defect upon receipt. If the lessee fails to do so, the rental item is considered free of defects. The same applies to the collection of the rental item by the lessor. Any notice of defect must be submitted to the lessor by 4.30 pm on the day before the beginning of the fair. Notices of defect submitted afterwards will not be accepted. In the case of justified claims made with regard to the rental item, the lessor will, at his/her sole discretion, repair the damage, replace or substitute the defect rental item by a defect-free item, or release the lessee from the contract. If a rental item is examined upon special request by the lessee and no defect can be found, the lessee must bear the costs resulting from this request as well as the costs incurred due to possible work performed on the rental item. In the case where the lessee has interfered with, modified or changed the rental item, any warranties with regard to defects or damages to the rental item will be excluded. Lighting equipment which fails after it has been handed over to the lessee is not included in this warranty, instead such lighting equipment must be replaced by the lessee at his/her own expense.

## 11. Place of Performance, Jurisdiction and Venue, Nullity

Place of performance and payment for any obligation arising from the hire terms and conditions is Neubrandenburg (Germany). Provided that the lessee is a registered or fully qualified trader, disputes arising from the hire terms and conditions which are governed by and construed in accordance with the laws of Neubrandenburg are subject to the jurisdiction of the courts of Neubrandenburg, or, at our sole discretion, subject to the general place of jurisdiction of the customer. Should any part of the hire terms and conditions be rendered or declared invalid, such invalidations of the terms and conditions should not invalidate the remaining parts which shall remain in full force and effect. An invalid provision is to be replaced by a valid provision that approximates the commercial purpose of the terms and conditions and the presumed intent.