

General terms and conditions of trade (for rental)

I. Scope

(1) The following General Terms and Conditions (GTC) shall form the basis for all contracts concluded between sld mediatec GmbH (hereinafter referred to as SLD) and contractual partners (hereinafter referred to as Lessee) within the scope of rental orders and associated services. They shall apply in addition to the terms and conditions contractually stipulated in the individual rental order.

(2) By placing a rental order, the Lessee expressly agrees to these Terms and Conditions as amended on April 30, 2020. Accordingly, future orders do not require a renewed reference to the GTC.

(3) These terms and conditions apply exclusively. Deviating terms and conditions of contractual partners apply only if they are recognized in writing by sld mediatec GmbH.

II. Conclusion of contract

(1) The basis for all rental orders is the submission of an offer by sld mediatec GmbH. Offers are fundamentally subject to change and, unless otherwise agreed, are valid for two weeks from the date of submission of the offer.

(2) The confirmation of an order by the Renter must be in writing. An order shall only be binding for SLD if it is reconfirmed to the Lessee in writing.

(3) An order based on technical data (technical drawings, pictures, dimensions, etc.) of the Lessee shall only be valid as long as the order can be executed according to these data. Should it become apparent after the conclusion of the contract that an order cannot be executed in accordance with the information provided by the Renter, SLD shall be entitled to charge any additional costs incurred by the implementation of an alternative solution agreed upon with the Renter or to withdraw from the contract. In case of such a withdrawal from the contract through no fault of SLD, cancellation costs according to section VIII will be due to the Renter as compensation for damages.

(4) sld mediatec GmbH reserves the right to charge additional planning costs in the amount of the work performed at the usual conditions of sld mediatec GmbH in the case of unconfirmed orders that exceed a planning effort appropriate to the order volume for reasons for which SLD is not responsible.

(5) For the proper conclusion of a contract but also already in the offer phase, customer data will be stored by SLD, in accordance with the Federal Data Protection Act (BDSG) and the Data Protection Regulation (DSGVO), in the databases of the IT commodity management systems used for the preparation of offers and orders. A deletion of customer data free of charge can be requested in writing at any time.

III. Rental fee

(1) For the provision of the equipment including accessories as well as for services associated therewith (delivery, installation, support, etc.), the rental fees shall apply, which are determined on the basis of the SLD price list valid at the time of the conclusion of the contract, unless otherwise agreed in writing. Decisive for the scope of these services is the corresponding offer or the order confirmation. Changes or additional agreements must be confirmed in writing.

(2) For equipment sets which are charged with accessories according to the price list at fixed rates, the full rental fee is to be paid even if individual accessories are not supplied at the request of the renter.

(3) Additional costs incurred in the course of the performance of the order, such as travel or hotel costs as well as expenses, but also the costs for the procurement of work equipment such as lifting platforms or forklifts, shall be borne separately by the Lessee, but may also be already included by SLD in the offer and in the order confirmation.

(4) The rental fee stated in the order confirmation shall be payable irrespective of whether the equipment has actually been used or the performance of an associated service has been rendered unnecessary by developments of any kind, as long as the Lessee has not complied with an order cancellation in good time prior to performance of the service under the conditions listed in Section VIII.

(5) All prices are subject to the applicable sales tax. Furthermore, we expressly reserve the right to make price changes at short notice.

IV. Rental period

(1) The rental period is calculated on a daily basis and extends from the time for which the equipment is bindingly ordered, but at the latest from dispatch or delivery from the Nuremberg warehouse, until redelivery, but at least until the expiry of the agreed rental period. The transport time counts as part of the rental period. The rental period may expressly commence only after any advance payments, in particular advance payments, have been made.

(2) The rental fee is calculated on the basis of the days on which the rented equipment is used by the renter. Up to 4 transport days are included in the price.

(3) The minimum rental period is one day. Started days will be charged in full.

(4) No liability can be assumed for delays of delivery dates that are beyond the control of SLD. In case of delay of delivery dates or postponement of the rental period due to force majeure, in particular severe weather, natural disasters of any kind, epidemics, and

pandemics, labor strikes, riots, embargoes or other events in Germany or abroad, SLD may charge the Renter for any additional costs incurred. If the proper fulfillment of a contract becomes permanently impossible due to an event of force majeure, SLD is furthermore entitled to withdraw from the contract and to charge cancellation fees according to section VIII.

(5) In case of late return, one additional rental day will be charged for each started overdue day. SLD also reserves the right to charge the Lessee for any additional costs incurred due to the late return (e.g. in case of necessary material rental for rental orders with third parties).

V. Transportation

(1) The transport costs for delivery/shipping or collection/return of the rental equipment shall be borne by the lessee and shall be listed separately in the order. He shall also bear the transport risk. This shall also apply in case of delivery by SLD or by a representative of SLD. In this context, the Lessee is advised to take out a corresponding transport insurance.

(2) The costs of transport packaging shall be borne by the lessee. It will be charged at cost price.

(3) If the rented equipment is shipped abroad, the renter undertakes to handle the customs procedure properly and also bears the costs and risk for this.

VI. Power of disposal and property protection

(1) All rented equipment remains the sole property of sld mediatec GmbH. Any transfer to third parties, whether against payment or free of charge, is not permitted without the express written consent of SLD. Furthermore, the equipment shall be used by the lessee exclusively for the purposes agreed upon in the rental contract and at the places of use also stipulated in the contract, and shall be handled with care, diligence and protection.

(2) SLD shall grant the lessee simple rights of use, limited to the term of the lease, to all works of sld mediatec GmbH that are protected by copyright or other intellectual property rights and that are created or used in connection with the performance of the contractual services. This includes, in particular, offers, calculations, technical concepts, technical drawings and construction plans, graphics for illustrating or demonstrating lighting, sound and video concepts, as well as artistic graphics, creative lighting or video designs and data collections of any kind. The use, storage or filing of corresponding documents beyond the immediate purpose of the contract shall only be permitted to the Lessee with the prior written consent of SLD. In particular, the Lessee is expressly prohibited from passing on offers, calculations, technical concepts, technical drawings or other plans and graphics prepared by SLD to third parties as well as from editing, copying or publishing them without the written consent of SLD.

(3) In any case of use contrary to the contract according to the two preceding paragraphs, SLD shall be entitled to immediately terminate the rental agreement, to immediately reclaim and take back the equipment and to discontinue all services associated therewith. In this case, the entire contractually agreed rental fee shall become due for the Lessee. In addition, he shall be obligated to pay a contractual

penalty of € 5,000 to SLD. The sld mediatec GmbH reserves the right to claim higher damages. Any additional costs arising from the withdrawal from the contract shall be additionally charged to the renter.

(4) The renter shall inform SLD without delay of any judicial enforcement measures taken against the equipment of sld mediatec GmbH. The costs of intervention measures to protect the property of sld mediatec GmbH shall be borne by the renter. This also applies to the damage incurred by SLD due to the failure of equipment as a result of enforcement measures taken by the renter.

VII. Duties, liability and damages

(1) The renter assumes unlimited liability for the rented equipment and accessories during the rental period. He is liable for loss or damage of any kind, regardless of whether this was caused intentionally or unintentionally. This applies in particular to transport, water, heat, fire or accidental damage as well as damage caused by careless or improper use of the rental equipment.

(2) The devices offered for rent by SLD are not insured. The renter reserves the right to take out a corresponding damage insurance.

(3) In case of loss, the Lessee shall compensate SLD for the replacement value of the rental equipment concerned. In case of damage, the Lessee shall bear the repair costs up to the replacement value, if a repair is impossible or uneconomical. In addition, the Lessee undertakes to pay compensation in the amount of the agreed daily rental fee for each day of loss for the duration of the repairs or the replacement of rental equipment to be borne by the Lessee.

(4) The Lessee shall inspect the equipment professionally upon receipt. They shall be deemed to have been received in perfect condition, unless any defects were expressly objected to immediately upon receipt.

(5) SLD must be informed immediately of any defects in the equipment or accessories occurring during the rental period as well as of any losses. By taking back the devices, SLD does not explicitly confirm that they have been returned free of defects. In this context, SLD reserves the right to subject the devices to a detailed inspection within a reasonable period of time, depending on the scope of the order, up to one month after receipt in stock.

(6) sld mediatec GmbH shall only be liable for the functional condition of the rental equipment at the time of receipt. SLD shall not be liable for any direct or indirect damage to property or personal injury caused by malfunctions or failures of the rented equipment including accessories as a result of the rental use excluded. Insofar as it is not a matter of defects expressly objected to upon receipt, the Lessee is neither released from payment of the rental price nor entitled to a reduction of the rental price in the event of disruptions or failures.

(7) In the event of failures for which SLD is demonstrably responsible, the renter grants sld mediatec GmbH the right, at its own discretion, to repair the damage, to replace the affected devices or to present and implement a replacement solution. This includes, among others, the limited or defective function of rental equipment upon receipt as well as damages caused intentionally or by gross negligence by SLD or its vicarious agents during the use of the rental equipment. For the duration and the extent of the measures to remedy the damage, the rental fee shall be reduced to the corresponding extent, however, by a maximum of the rental price of the affected equipment. In order to be able to assert further financial claims, the Lessee is at liberty to prove financial damage caused by the failure.

(8) Official or other permits of any kind that are required for the proper execution of an order are to be obtained by the renter and made available to sld mediatec GmbH. This includes, in particular, static calculations of load-bearing constructions, expert opinions of any kind and any building or installation permits. With prior written agreement, the obtaining of such permits can also be carried out by sld mediatec GmbH. SLD is free to choose the method of execution, the right to commission subcontractors is expressly reserved. Any costs incurred will be charged to the tenant at cost price plus own personnel costs.

(9) Beyond the preceding paragraph, sld mediatec GmbH shall not bear any responsibility for the exceeding of legal limits or limits defined in permits or for any resulting damage to property or personal injury, as long as the exceeding is not the responsibility of SLD. The Lessee shall be obliged to monitor and record the compliance with the limit values, in particular the sound pressure levels specified by the authorities. In doing so, SLD fulfills its obligation to inform the renter about possible damages in case of exceeding the limit values. Furthermore, sld mediatec GmbH shall not be obliged to inform the renter about official or legal limits as well as legal consequences in case of exceeding or damage, unless otherwise agreed in the rental agreement.

VIII. Withdrawal from the contract/cancellation by the tenant

(1) If the Renter withdraws from the rental agreement for reasons for which SLD is not responsible or if the agreement is terminated by SLD for reasons for which the Renter is responsible, the Renter shall bear the resulting costs of loss of rental income without any further necessity of proof of damage to be provided by SLD under the following conditions:

- up to 30 days before the beginning of the rental period: 30% of the rental fee
- up to 14 days before the start of the rental period: 50% of the rental fee
- up to 7 days before the start of the rental period: 75% of the rental fee
- up to 3 days before the start of the rental period: 90% of the rental fee
- in case of even later cancellation: 100% of the rental fee

(2) The reasons for cancellation in accordance with the preceding paragraph also expressly include external influences that make the proper fulfillment of a contract on the part of the Lessee impossible for a short or long period of time. This applies in particular to force majeure events such as storms, natural disasters of any kind, epidemics and pandemics, labor strikes, riots, embargoes or other events in Germany and abroad. In this case, sld mediatec GmbH remains free to reimburse the renter for cancellation costs already invoiced in the event of a timely follow-up order as a total or partial credit.

(3) Furthermore, the Lessee is obligated to pay the entire rental fee agreed upon, even in the event that an event underlying the rental agreement is cancelled or shortened in time, as well as to pay the corresponding cancellation fees pursuant to paragraph 1 in the event of prior cancellation of the event, regardless of the reasons for which one of these measures becomes necessary.

(4) The cancellation of an order must also be made in writing and shall only become binding upon the written reconfirmation by SLD. The date of receipt of the written cancellation by SLD shall be decisive for the determination of the cancellation fees according to paragraph 1.

IV. Withdrawal from the contract/termination by SLD

(1) SLD reserves the right to withdraw from the contract or to refuse the performance of a service on site, if the safety of persons, no matter whether personnel provided by SLD, visitors or other participants, and material is not guaranteed due to deficiencies for which the customer is responsible. This applies in particular in the event of violations of official safety regulations, occupational health and safety laws or non-compliance with building and police regulations as well as in the event of grossly negligent behavior or work practices. In this regard, sld mediatec GmbH complies with its duty to inform.

(2) SLD shall also be entitled to withdraw from the contract if it becomes apparent after the conclusion of the contract that a contractually agreed counter-performance is endangered due to the Lessee's inability to perform (in particular due to poor financial circumstances or a substantially deteriorated economic situation). In this context, a lack of ability to perform shall also expressly be deemed to exist in the event of other impediments to performance as described in Section VIII. Paragraph 2.

(3) In the event that the Lessee fails to make any necessary advance payments or prepayments or fails to meet the payment terms for long-term orders under the conditions in Section X., SLD shall also reserve the right to terminate the contract.

(4) In any case of cancellation of the contract by SLD on the basis of the above provisions, the Lessee shall be charged cancellation costs in accordance with Section VIII. Paragraph 1 will be charged to the Renter. SLD furthermore reserves the right to claim further damages and to charge for any advance services already rendered.

X. Terms of payment

(1) For new customers, the renter will be charged the rental fee up to the 3rd order at 100% prepayment.

(2) If the rental fee exceeds a sum of 3.000,-€ net, sld mediatec GmbH is entitled to demand the payment of 50% of the rental fee in advance from the tenant. For customers and tenants who are active in the trade fair construction industry, SLD also reserves the right to charge a lump sum prepayment of 50% of the agreed rental fee for each order.

(3) In case of longer rental periods of 2 weeks or more, SLD shall be entitled to demand advance payments from the Lessee. The amount of such payments shall be based on the order volume and shall be agreed individually in the respective rental agreement.

(4) The rental fee agreed upon in the rental agreement plus the applicable statutory value-added tax shall be paid by the Lessee immediately upon issuance of the invoice, however, at the latest by the expiration of a period of 14 days without any deductions, unless otherwise agreed upon at the time of the conclusion of the contract. Invoicing by SLD shall always take place at the time of the commencement of the rental period. SLD expressly reserves the right to make additional charges in case of loss or defects of the rental material.

(5) In the event that sld mediatec GmbH erroneously identifies a turnover subject to sales tax on an order or invoice as being exempt from sales tax, SLD may also subsequently demand the corresponding sales tax from the renter as soon as SLD has issued a correspondingly corrected invoice.

(6) In case of a delay in payment of the lessee/client of more than 7 days, the outstanding invoice amount will be subject to an interest rate of 8% above the applicable base interest rate of the European Central Bank from the due date of the invoice. In addition, SLD is entitled in this case to withdraw from the contract if necessary and to assert claims for damages. The Lessee is still obliged to pay the total contractually agreed rental fee. The receipt of payment by SLD is decisive for the determination of a possible payment default.

XI Final Provisions

(1) The law of the Federal Republic of Germany shall apply. Any disputes shall be decided exclusively in accordance with German law.

(2) Place of performance and exclusive place of jurisdiction shall be the registered office of SLD in Nuremberg.

(3) Contractual and negotiating language is German.

(4) The possible expiry of one or more provisions of the above General Terms and Conditions of sld mediatec GmbH shall not affect the validity of all other provisions. Ineffective provisions are to be replaced by those that come closest to the economic purpose of the regulation.

(5) Verbal collateral agreements are not made. Amendments or supplements must be made in writing.