



### 1. Scope of Application and General Provisions

- (1) The following rental conditions apply to all current and future rental agreements. Our offers, deliveries, and services are provided exclusively based on these rental conditions.
- (2) These rental conditions apply to pure rentals (i.e., we do not provide any assembly or disassembly services) and for turnkey rentals. In the case of a pure rental, we expressly refer to the observance of the accident prevention regulations of the respective professional association. Among other things, wearing safety helmets and safety shoes during assembly and disassembly is essential.
- (3) In the event of contradictions between the provisions in the contract (usually in the form of an order confirmation) and these rental conditions, the provisions in the contract shall take precedence.
- (4) The customer's purchasing conditions are hereby expressly rejected; they do not bind us, even if we do not object in individual cases. Deviating business conditions from our business and rental conditions shall only apply if they are expressly confirmed by us in writing.
- (5) Consumers within the meaning of these rental conditions are natural persons with whom a business relationship is entered into for purposes that cannot be attributed to their commercial, independent, or professional activity.
- (6) Entrepreneurs within the meaning of these rental conditions are natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or independent professional activity when entering into the business relationship.
- (7) Renters within the meaning of these rental conditions can be both consumers and entrepreneurs.

### 2. Offer

- (1) Our offers are non-binding and subject to change. Contracts and agreements become binding for us only upon our written or telegraphic confirmation.
- (2) The information, drawings, illustrations, technical data, weight, dimensions, and performance descriptions contained in brochures, catalogs, circulars, advertisements, price lists, and in the documents belonging to the offer are non-binding, provided that any deviations from the delivered item are reasonable for the renter and the information is not expressly designated as binding in the order confirmation.
- (3) We reserve the right to make changes in the sense of technical development, as long as these are reasonable for the renter.

### 3. Conclusion of Contract

- (1) The renter is bound to an order transmitted by them and not yet accepted by us for 14 calendar days after sending. We are entitled to accept the offer within this period. The date on which our acceptance is received by the renter shall be decisive for compliance with the deadline.
- (2) Our acceptance shall be effected by written declaration (e.g., through our order confirmation or our notice of readiness for dispatch/collection). To comply with the written form within the meaning of these rental conditions, transmission exclusively by signed fax or by simple email shall also be sufficient, the latter also without attaching a scanned document. The content of this declaration is decisive for the content of the contract. Side agreements and amendments shall only be binding on us if they have been confirmed by us in writing. Our employees are not authorized to make verbal side agreements or to give verbal assurances that go beyond the written contract.
- (3) Among other things, due to the different legal regulations in various countries, the intended use, and the planned stand times of tents, it is the renter's responsibility to clarify questions regarding building permits, other official permits, or conditions on their own and to obtain these if necessary; we will provide the necessary drawings/statistics/plans/certificates for this, if available, against separate reimbursement of costs. The non-issuance or withdrawal of any approvals and permits shall not affect the existence of the contract.

### 4. Retention of Title

- (1) The parties agree that all material provided within the framework of the rental relationship remains the property of the landlord. This retention of title applies regardless of the use or processing of the material.
- (2) The renter acquires no ownership rights to the rented material.
- (3) The renter undertakes to treat the material with care and to keep it in proper condition.
- (4) In the event of enforcement, the renter must inform the landlord immediately and take measures to protect the landlord's rights. Any sale or encumbrance of the material without the landlord's written consent is not permitted.
- (5) This retention of title remains effective even in the event of the renter's insolvency.

### 5. Rental Period and Termination

- (1) The rental period begins for a pure rental with the agreed day of loading; for a turnkey rental, the rental period begins with the day of completion of the tent hall. In both cases, the rental ends with the expiration of time - if a fixed-term rental agreement has been concluded - and in the case of an indefinite rental agreement through ordinary termination. In the case of an indefinite rental agreement, the notice period for both parties is one month to the end of each calendar month.
- (2) Completion in the sense of paragraph 1 refers to the point in time from which the renter can use the hall. Delays in partial trades that only slightly restrict use or acceptance defects that only slightly impair use (such as subsequently installed wall socket seals) do not delay the start of the rental period. If completion is delayed for reasons solely attributable to the renter, the pure rental period begins as soon as the goods are unloaded from the transport vehicle on the construction site.

- (3) The right to extraordinary termination remains unaffected for both fixed-term and indefinite rental agreements. A significant reason exists, in particular, if the renter is in arrears with at least two months' rent, sublets the rental object to a third party without our consent, or moves the rental object to a different location than the agreed installation site without our consent.
- (4) A termination of the rental relationship requires written form to be effective (email is sufficient).
- (5) The unagreed early return of the rental object by the renter does not affect the renter's obligation to pay rent until the contractually agreed end of the rental agreement. The renter's right to extraordinary termination remains unaffected. In the case of an indefinite rental agreement, the payment obligation continues until the point at which the rental relationship can first be terminated by the renter. A valid termination by the renter for significant reasons eliminates their payment obligation from the time the termination becomes effective.
- (6) In the event of an overrun of the agreed rental period attributable to the renter or in the event of non-compliance with a disassembly or transport obligation assumed by them, the proportional rent will continue to be charged until the rental items are returned; any claims for damages remain unaffected.
- (7) Any right of termination of the renter under § 648 BGB (German Civil Code) is excluded.
- (8) The renter has no claim for the restoration of the subsoil by us. In the case of anchoring with ground nails, these may remain in the subsoil.

### 6. Prices and Payment Terms

- (1) Unless otherwise agreed, the rental price is to be paid in advance by the 3rd working day of the current month at the latest. Other invoices that do not relate to the rental price are due for payment within eight (8) working days after receipt of the invoice by the renter, unless the parties have agreed on a different due date.
- (2) The rental price is understood as net prices (plus value-added tax) and is based on the cost structure at the time of the order confirmation. The calculated total price is based on the scope of services agreed upon at the time of the conclusion of the contract. Additional expenses (including any change requests) due to circumstances attributable to the customer will be charged to the customer in full. If we can cover such additional expenses with internal resources (e.g., storage and/or interim storage of material, labor of our employees), this expense will be charged to the customer at the rate that a third party would typically charge for such work. An hourly rate of at least €45.00 net is to be applied for additional work by assemblers.
- (3) Subsequent costs or tariff changes (including transport costs) that can be proven by us obligate the renter to negotiate an adjustment of the rental price with us. An adjustment of the rental price and logistics costs must occur in the case of a turnkey rental, among other things, if ground nails cannot be used for anchoring the tent hall and therefore heavy-duty dowels, heavy-duty flooring, or weights must be used.
- (4) If property tax, water, wastewater, waste, inspection fees, fees for building permits, or other public-law charges arise through or after the installation of the rental items, these shall be borne by the renter in any case in the internal relationship. The same applies to any property transfer tax arising from the establishment of the rental item or from its later acquisition.
- (5) Upon expiration of the agreed payment deadline, the renter is in default. The rental price will accrue interest at the applicable statutory default interest rate during the default. We reserve the right to assert further claims for damages due to default.
- (6) The renter has a right of offset and retention only if their counterclaims have been legally established or are not disputed by us.
- (7) If it becomes apparent during the rental period that the economic capacity of the renter is at risk of making rental payments punctually and/or in full, for example, due to repeated late payments and/or through corresponding information from market-standard credit agencies (such as SCHUFA, BÜRGELE, and Creditreform), we are entitled to demand reasonable security from the renter. Such security may represent a deposit of reasonable amount. If this is not provided, we are entitled to terminate the contract extraordinarily. We are then entitled to dismantle the rental item at the renter's expense, transport it away, and claim damages.

### 7. Delivery, Delivery Times, and Other Additional Services

- (1) In the case of a pure rental, delivery is made ex warehouse unless the parties have expressly agreed otherwise. The costs for transport are borne by the renter.
- (2) In the case of a turnkey rental, the transport costs are either listed separately or included in the flat rate. The transport to and from the rental item will be arranged by us.
- (3) The delivery period is individually agreed upon with the renter in the contract; otherwise, it is six (6) months. The delivery period begins with the dispatch of the order confirmation, but in the case of an agreement regarding assembly by us, not before all necessary official permits and approvals have been obtained. These must be presented to us or at least confirmed in writing. The delivery period is considered met if the goods have left the factory or if readiness for dispatch has been indicated by the time the delivery period expires. We are entitled to make partial deliveries, provided that the delivery in parts and at intervals is reasonable for the renter. Any deadlines and dates for deliveries and services promised by us are always only approximate unless a fixed deadline or date has been expressly promised or agreed upon. If we fail to meet an agreed delivery date, the renter must grant us a reasonable grace period.
- (4) If the renter is in default of acceptance after being notified of the readiness of the goods and after an unsuccessful reminder, we are entitled to withdraw from the contract after setting a reasonable grace period. If dispatch is delayed at the renter's request, the renter will be charged for the costs incurred due to storage/warehousing, starting from the day of notification of readiness for dispatch, which must be settled before the final dispatch of the goods. We are also entitled to demand advance or remaining payments before dispatching the goods provided.



(5) If the renter refuses to accept the service or declares withdrawal from the contract (in both cases without being entitled to do so) before our performance of the contract, we are entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs, personnel costs, or forwarding costs, etc.). For this purpose, we will charge a lump-sum compensation amounting to 30% of the agreed total rental price. The proof of higher damage and our legal claims remain unaffected; however, the lump sum is to be set off against further monetary claims. The renter is entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

(6) In the case of a turnkey rental, the renter must provide us with hall plans and a verified overall site plan of the area in a timely manner before the start of assembly; the construction site must be made available by the renter in sufficient time for the assembly and disassembly work, including storage space and a working area (minimum distance of 5m around the tent). Any necessary interruptions of the assembly and disassembly work or too short time frames that are attributable to the renter will result in the renter bearing the additional costs incurred.

(7) Power supply lines must be laid by the renter up to the power consumers. (8) The rental of heating devices and oil tanks does not include the supply of heating oil. Heating oil provided by the renter must be treated with an additive against frost during the winter months. After the rental period, any remaining heating oil must be pumped out of the tanks. A refund for unused heating oil cannot be guaranteed and depends on the respective heating oil supplier. If self-collection is made without a transport permit for hazardous goods, the costs for a chemical tank cleaning before and after use are to be borne by the renter.

#### **8. Assembly and Assembly Requirements**

In the case of a turnkey rental, the assembly and assembly requirements are governed by the GENERAL ASSEMBLY CONDITIONS of RÖDER Tent and Event Service GmbH, which are attached to these rental conditions.

#### **9. Acceptance and Return**

(1) Both in the case of a pure rental and a turnkey rental, we provide a logbook (static proof) for usage acceptance as long as necessary. It may only be used for submission to the acceptance authority, as drawings and static calculations are protected by copyright. The logbook contains a verified static calculation with the inspection report from a building static inspection office, an execution permit, and forms for usage acceptance. The renter must fulfill all requirements made during the usage acceptance, and the emergency lighting and signage must be installed and kept operational by the renter. The fees for the usage acceptance are to be borne by the renter.

(2) In the case of a turnkey rental, acceptance takes place after completion. For this purpose, the renter must designate a representative in writing who will sign the acceptance protocol legally. If no representative of the renter is present for acceptance, the work is considered accepted if we have previously set a reasonable deadline for acceptance or have notified the renter of the completion of the hall. If the hall is used before acceptance, it is also considered accepted. Partial acceptances are possible by agreement but require mutual consent.

(3) After the rental period has ended, the renter must return the rental item and the associated logbook to us. In the case of a pure rental, the renter must observe the packaging and folding instructions provided by us.

#### **10. Liability of the Landlord**

(1) We are not liable for damages for unintentional initial defects of the rental item according to § 536 a paragraph 1 1st alternative BGB (German Civil Code).

(2) If we are liable for damages caused by slight negligence, we are only liable for the violation of a material contractual obligation, i.e., only for the violation of such an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the renter regularly relies and may rely. In these cases, our liability is limited to the typical and foreseeable damage at the time of the conclusion of the contract. The personal liability of our legal representatives, agents, and employees for damages caused by them through slight negligence is excluded. The aforementioned limitations of liability do not apply to damages resulting from gross negligence or intentional violations of our obligations, those of our legal representatives, or our agents, as well as in cases of injury to life, body, or health.

(3) Regardless of our fault, any liability on our part for fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk, and under the Product Liability Act remains unaffected.

#### **11. Liability of the Renter and Other Obligations of the Renter**

(1) The renter bears the construction risk.

(2) The renter will only use the rental item for its intended purpose, will not move it to any location other than the agreed one, and is obliged to return the rental item in a contractual, empty, and clean condition at the end of the rental period. The renter must remove any adhesive residues from advertising materials, floor adhesives, or similar before returning.

(3) Without our consent, the renter may not make any changes to the rental item, except for maintenance, security, and repair measures, as specified in paragraphs 5, 6, and 8, which they are obliged to carry out. In particular, the renter may not use the rental item as a load-bearing device without our prior approval.

(4) Damages that the renter could have avoided with the necessary care according to § 276 BGB (German Civil Code) or that arise due to the renter's or third parties' culpable behavior are the responsibility of the renter. This applies in particular to all property and personal damages for which the renter is responsible that occur during the operation and use of the rental item. The renter must take out a separate liability/visitor liability insurance at their own expense for this purpose.

(5) If construction parts, roofs, or guy lines loosen or come loose, the renter is obliged to inform us immediately or to take the necessary safety measures themselves without delay. In the event of storm and severe weather (from wind force 7), the renter must immediately close and keep closed all entrances, doors, gates, and other openings in the tent's outer walls and evacuate the tent hall if necessary. The renter must ensure the security of the tent materials and accessories at their own expense to prevent theft or damage. The renter is solely responsible for any material that is lost or damaged during the rental period.

(6) In the event of snowfall, the renter must ensure the immediate clearing of snow from the roofs to prevent snow load at all times. This does not apply if and to the extent that a snow load is specified for the rental item.

(7) If we find damages during the disassembly of a turnkey rental that are not listed in the handover protocol, we reserve the right to charge the renter for the necessary repair costs and loss of earnings, provided the damage is attributable to the renter. In the case of a pure rental, the renter must have the return confirmed regarding completeness and freedom from defects by a return delivery receipt.

(8) In the case of a contract term of more than two (2) months, the renter bears the costs for maintenance and repair measures on the rental item. This also applies if the damages to the rental item are not attributable to the rental use, provided that these do not exceed half of the net monthly rent in individual cases and do not involve initial defects. The upper limit for costs to be borne by the renter for such maintenance and repair work is 10% of the net rent actually owed during the rental year, with the rental year beginning from the start of the rental period according to paragraph 4 (1).

(9) If inspections are required on the rental item according to statutory accident prevention regulations, for example, "Electrical Systems and Operating Equipment" (BGI/GUV-V A 3) and their implementation instructions at certain intervals, the renter shall bear these inspection costs, provided that they are based solely on expired rental periods and relate to the premises covered by the rental use. In this respect, any maintenance costs are also to be borne by the renter.

#### **12. Subletting**

(1) Any subletting or other transfer of use to third parties requires our prior written consent.

(2) In the event of payment default in the case of subletting, the renter hereby irrevocably assigns their payment claim against the third party (subtenant) to us and undertakes to provide us with the name, address, and contact person of the subtenant upon request. We accept this assignment now. The renter will inform the subtenant of the assignment of the claim to us after the conclusion of the sublease agreement and exclude objections under § 404 BGB (German Civil Code).

#### **13. Force Majeure, Operational and Usage Risk**

(1) We are not liable for impossibility or delay, as far as it is based on force majeure or any other unforeseeable event at the time of the conclusion of the contract for which we are not responsible.

(2) Force majeure within the meaning of these rental conditions includes, but is not limited to, the following events and circumstances:

- (a) War (declared or not), military conflicts, occupations, or conquests, actions by foreign enemies, comprehensive military mobilization/marches,
- (b) Civil war, unrest, uprisings, and revolutions, military or violent takeover of power, terrorist acts, sabotage,
- (c) Currency and trade restrictions, embargoes, sanctions,
- (d) Official acts (whether lawful or unlawful), the implementation of legal or governmental orders, expropriation, seizure, etc. of items, nationalization,
- (e) Natural disasters or extraordinary natural events such as floods, fire, explosions,
- (f) Epidemics, pandemics, diseases, quarantine measures, etc., classified as such by authorities, health organizations, or comparable institutions,
- (g) Destruction of facilities, failure of telecommunications, information systems, energy,
- (h) General labor conflicts such as strikes, lockouts, slowdowns, occupation of workplaces.

(3) In connection with assembly or disassembly, strong winds are also considered force majeure; the on-site assessment by us or a third party designated by us (e.g., foreman) is decisive in this regard.

(4) If we become aware of an event as described in paragraph (2) or (3), we will inform the renter without delay. Our performance deadlines/dates will automatically extend/postpone in the event of such an occurrence by its duration, plus a reasonable start-up time. If such events make it significantly more difficult or impossible for us to provide the service and are not only of temporary duration, we are entitled to withdraw from the contract.

(5) If the renter is an entrepreneur, the renter bears the operational and usage risk even in cases of impairments, disturbances, or interruptions of their operations due to force majeure or related official and sovereign measures. The parties agree that especially operational closures based on force majeure or official orders fall within the renter's risk sphere.



**14. Place of Fulfillment, Choice of Law, and Jurisdiction**

(1) If the renter is an entrepreneur, our place of business shall be the place of fulfillment unless otherwise specified in the individual contract.

(2) The entire contractual relationship between us and the renter shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods, subject to individual agreements to the contrary. For consumers, this choice of law clause applies only to the extent that the protection offered to the consumer by the mandatory legal provisions of the country of residence remains unaffected.

(3) The exclusive place of jurisdiction for all current and future claims arising from the business relationship with merchants, including claims arising from bills of exchange and checks, is the registered office of RÖDER Tent and Event Service GmbH. The same place of jurisdiction applies if the renter does not have a general place of jurisdiction in Germany, relocates their residence or habitual residence out of Germany after the conclusion of the contract, or if their residence or habitual residence is not known at the time of the legal action. In other respects, in the event of claims by us against the renter, the renter's place of residence shall be the place of jurisdiction.

**15. Severability Clause**

If a provision in these rental conditions or a provision in the context of other agreements is or becomes invalid, the validity of all other provisions or agreements shall not be affected thereby. The parties will negotiate, taking into account the principle of good faith and with due consideration of the interests of both parties, with the aim of closing the resulting contractual gap with an effective provision. If these rental conditions contain an unintended gap, it shall be closed by supplementary interpretation of the contract.