



1. Scope of Application, General Provisions

- (1) These terms and conditions apply to all current and future business relationships. Our offers, deliveries, and services are made exclusively on the basis of these terms and conditions.
- (2) In the event of contradictions between the provisions in the contract (usually in the form of an order confirmation) and these terms and conditions, the provisions in the contract shall take precedence.
- (3) 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 delivery conditions shall only apply if they are expressly confirmed by us in writing.
- (4) Consumers within the meaning of these terms and 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.
- (5) Entrepreneurs within the meaning of these terms and 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.
- (6) Customers within the meaning of these terms and 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 purchaser 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 customer. We retain ownership and copyright of the documents provided. Drawings and especially static documents must be returned upon request; reproductions of any kind for the customer's own or third-party purposes are prohibited.

3. Conclusion of Contract

- (1) The customer 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 customer 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 terms and 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 for 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 customer'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. Prices

- (1) The agreed total price is based on the price list valid at the time of the conclusion of the contract and is a fixed price from the place of delivery until the expiration of the price commitment period stated in the order confirmation, which, in the absence of an express mention, is three (3) months from the conclusion of the contract. After the expiration of the aforementioned price commitment period, we shall be entitled to adjust the total price based on changed manufacturing costs (e.g., due to changes in raw material, energy, or personnel costs) at the time of delivery. If delivery is delayed for reasons for which we are responsible, the expiration of the price commitment period shall be suspended for the duration of the delay. Consumers shall be granted a right of withdrawal if a price increase after the expiration of the price fixing period exceeds the total price contained in the offer by more than 10%.
- (2) If the customer is an entrepreneur, the stated prices are net prices from the place of delivery including loading and excluding packaging; VAT is not included. It will be charged additionally at the time of invoicing in the amount prescribed by law at that time. For consumers, the statutory value-added tax is included in the price. Additional deliveries and services beyond the contractually agreed performance will be charged separately.
- (3) The costs for building records are not included in our prices and will be invoiced separately to the customer. Costs and fees for the transcription of building records and necessary official approvals, insofar as we are contractually responsible for obtaining them, shall be borne by the customer.
- (4) 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 invoiced 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.

5. Terms of Payment

- (1) Unless expressly agreed otherwise in writing, our goods are to be paid for in full in cash or by bank transfer upon collection by the customer or prior to shipment. Payment by cheque is excluded unless it is agreed separately in individual cases. If we accept cheques or bills of exchange on the basis of a special agreement, this shall only be on account of performance; any cheque and bill charges and interest shall be borne by the customer; payment shall not be deemed to have been made until the cheque or bill of exchange has been honoured. We shall be entitled, despite any instructions to the contrary from our customer, to set off incoming payments first against the customer's older debts and shall inform the customer immediately of the type of set-off. Offsetting shall take place in accordance with § 367 Abs. 1 BGB (German Civil Code).
- (2) In the event of default of acceptance on the part of the customer, payment of the purchase price shall become due 15 days after notification of readiness for dispatch or the possibility of collection.
- (3) The creditworthiness of the customer is assumed upon conclusion of the contract. Significant deterioration of the customer's financial circumstances, payment arrears, and other justified doubts about the customer's solvency shall entitle us to revoke agreed payment terms - also for future deliveries; the receivables shall then be due immediately.
- (4) In the event of payment delay, we shall be entitled to demand interest on arrears in accordance with the statutory provisions, without prejudice to our right to claim further damages and without prejudice to the customer's right to prove that we have suffered less damage. The customer may only offset undisputed or legally established claims and may only exercise a right of retention for claims arising from the same contractual relationship.

6. Retention of Title

- (1) We retain title to the delivered goods until full payment of the purchase price for these goods and, if the customer is an entrepreneur, for all existing current and future claims from the delivery relationship existing between us, regardless of the legal grounds. The inclusion of individual claims in a current invoice and the balancing and recognition thereof shall not affect the retention of title.
- (2) If the customer is a consumer, they may not sell or otherwise dispose of the goods during the existence of the retention of title.
- (3) If the customer is an entrepreneur, they are entitled to resell the goods delivered by us at any time revocably within the scope of their proper business operations. The customer hereby assigns to us by way of security the claim against the purchaser arising from the resale of the goods delivered by us, together with all ancillary rights and rights of arrangement. We accept this assignment now. The customer is entitled to collect the claim assigned to us as long as we have not revoked this authorization. The direct debit authorization shall also expire without express revocation if and as soon as the customer fails to meet their obligations towards us or if they fall into financial collapse. The customer must inform us immediately in writing of whom they have sold the goods and which claims they have from the sale. At the same time, they must provide us with the necessary documents (especially offers, contracts, and invoices) for the enforcement of the claims assigned to us. We are entitled to notify the customer's purchasers of the assignment of the customer's claim to us and to collect the claim ourselves.
- (4) The customer is prohibited from pledging or assigning as security the goods to which we retain title. The customer must inform us immediately of any pledge or any other impairment of our rights.
- (5) If the customer is a consumer, we are only entitled to demand the return of the goods subject to retention of title if the customer acts in breach of contract, in particular in the event of payment delay, provided that we have withdrawn from the contract.
- (6) If the customer is an entrepreneur, we are entitled, in the event of conduct in breach of contract on the part of the customer, in particular in the event of payment delay, while maintaining the contract, to demand the surrender of the goods and to collect them, or to dismantle the erected tent and retrieve its parts, all at the customer's expense. In this case, the customer has no right to possession. The customer undertakes to disclose the location of the goods immediately upon request and to refrain from relocating the goods.

7. Delivery and Acceptance

- (1) The delivery period shall be individually agreed upon with the customer in the contract; otherwise, it shall be six (6) months.
- (2) The delivery period shall commence with the dispatch of the order confirmation; however, in the case of an agreement on assembly by us, not before all necessary official approvals and permits have been obtained. These must be presented to us or at least confirmed in writing. The delivery period shall be deemed to have been complied with if the goods have left the factory or notification of readiness for dispatch has been given 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 customer. 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 customer must grant us a reasonable grace period, which shall in no case be less than two (2) weeks.
- (3) If the customer is in default with the acceptance of the goods after notification of the provision of the goods and unsuccessful reminder, we shall be entitled to withdraw from the contract after setting a reasonable grace period. If dispatch is delayed at the customer's request, the customer shall be charged, starting from the day of notification of readiness for dispatch, for the costs incurred for storage/warehousing, which must be paid before the final dispatch of the goods. We are also entitled to demand payment in advance or payment of the balance prior to dispatch of the goods provided.
- (4) If the customer refuses to accept performance or declares withdrawal from the contract (in both cases without being entitled to do so) before our performance of the contract, we shall be 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 shall charge a lump-sum compensation amounting to 30% of the agreed total purchase price. The proof of a higher damage and our legal claims remain unaffected; however, the lump sum is to be set off against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.
(5) If we owe the assembly, an acceptance shall take place after completion. For this purpose, the customer must designate a representative in writing who will sign the acceptance protocol legally. If no representative of the customer is present for acceptance, the work shall be deemed accepted if we have previously set the customer a reasonable deadline for acceptance or have sent notification of the completion of the tent. In the event of use prior to acceptance, the tent shall also be deemed accepted. Partial acceptances are possible by agreement but require mutual consent.

8. Transfer of Risk

(1) If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon delivery, in the case of sale by delivery to a place other than the place of performance upon delivery of the goods to the forwarding agent, the carrier, or any other person or institution designated to carry out the shipment. The handover shall be deemed if the customer is in default of acceptance.
(2) We shall insure the delivery - at the customer's request - through transport insurance, the costs of which shall be borne by the customer.
(3) If we take over the assembly of the tent hall, the risk of accidental loss and accidental deterioration of the goods passes to the customer upon acceptance.

9. Assembly and Assembly Requirements

The assembly and assembly requirements are governed by the GENERAL ASSEMBLY CONDITIONS of RÖDER Tent and Event Service GmbH, which are attached to these terms and conditions.

10. Warranty and Liability

(1) Unless otherwise agreed, the contractually owed quality of the products results exclusively from the agreed product descriptions that are the subject of the individual contract. We reserve the right to minor, customary, or technical deviations in quality, dimensions, color (e.g., of ISO panels of different batches), weight, assembly traces (e.g., superficial scratches), traces from the trial assembly of the hall (drill holes), or deviations due to design changes, provided that the usability of the goods is not restricted.
(2) Quality and durability statements as well as other statements are only guarantees if they are agreed and designated as such. The guarantee requires written confirmation from our management. Claims for defects do not exist if the condition of the product deteriorates due to unsuitable or improper use or storage, unsuitable or improper transport, or negligent treatment by the customer, or if a deterioration results from a change typical of the nature and functioning of the products (e.g., wear and tear typical of the product).
(3) If the customer is an entrepreneur and used products are sold or if a work is constructed by us in whole or in part from used parts or components according to the contractual agreements, any liability for material defects for these items and parts is excluded unless otherwise agreed.
(4) If the customer is an entrepreneur, they must inspect the products immediately upon receipt, as far as this is feasible in the ordinary course of business, and must notify us in writing of any recognizable defects immediately, but no later than five (5) working days after delivery. Defects that could not be detected during the proper incoming inspection must be reported by the customer immediately, but no later than within three (3) working days after discovery of the defect, in writing. Otherwise, the delivered products shall be deemed approved, unless the defect was fraudulently concealed by us.
(5) If the customer is an entrepreneur, we initially provide warranty for defects in the goods at our discretion through rectification or replacement delivery. If the customer is a consumer, they initially have the choice of whether the subsequent performance should be carried out by rectification or replacement delivery. However, we are entitled to refuse the type of chosen subsequent performance if it is only possible with disproportionate costs. In doing so, the value of the item in a defect-free condition, the significance of the defect, and the question of whether the other type of subsequent performance could be used without significant disadvantages for the customer must be taken into account. The customer's claim is limited in this case to the other type of subsequent performance.
(6) If the customer receives a defective assembly instruction, we are only obliged to deliver a non-defective assembly instruction, and this only if the defect in the assembly instruction prevents proper assembly.
(7) If the customer is an entrepreneur, the warranty period for new items is one (1) year from the delivery of the goods; delivery in the sense of this paragraph (7) sentence 1 means the receipt of our notice of readiness for collection by the customer or - if shipping is agreed - the handover to the transport person. If the customer is a consumer, the limitation period for new items is two (2) years from the handover of the goods. For used items, the limitation period for consumers is also one (1) year from the handover of the goods. If acceptance has been agreed upon, the limitation period begins only with the acceptance. If our performance consists of a building or the delivery of goods that are used for a building according to their customary use, the statutory limitation period according to § 438 Abs. 1 No. 2 BGB (German Civil Code) remains in effect.
(8) The limitation of liability in paragraph 10, sentence 7 does not apply to damages resulting from gross negligence or intentional violation of our obligations, those of our legal representatives, or our agents, as well as in cases of injury to life, body, or health.
(9) The parties can agree on longer warranty periods through the conclusion of a separate maintenance contract.
(10) 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 customer regularly relies and may rely. In these cases, however, our liability is limited to the amount of the damage typical for the contract and foreseeable at the time of conclusion of the contract. The personal liability of our legal representatives, agents, and employees for damage caused by them through slight negligence is excluded. The aforementioned limitations of liability and exclusions of liability apply accordingly to paragraph 10, sentence 8.
(11) 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.
(12) The customer is entitled to withdraw from the contract or reduce the purchase price at their discretion if the subsequent performance fails, is unreasonable for the customer, is seriously and definitively refused by us, or does not occur within the reasonable period set by the customer. The right of withdrawal is excluded if the existing defects only slightly reduce the value or usability. In this case, the customer can only demand a reasonable reduction of the purchase price.
(13) In the event of subsequent performance, we are obliged to bear the necessary expenses for the purpose of subsequent performance, especially transport and material costs, insofar as these are not increased by the fact that the defective product was taken to a location other than the place of performance, unless the change of location corresponds to the agreed use of the product. If we were not originally obliged to assemble the goods, the subsequent performance does not include the dismantling of the defective goods or the reassembly of the non-defective goods. In this case, the costs of dismantling and reassembly shall not be deemed to be subsequent performance costs and shall not be borne by us within the scope of subsequent performance.

11. Force Majeure

(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 (e.g., operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortage of labor, energy, or raw materials, delays in obtaining any necessary official permits, official measures). 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 respect.
(2) Such an event also includes our incorrect or untimely delivery by one of our suppliers if we are not responsible for this and had concluded a congruent covering transaction with the respective supplier at the time of the conclusion of the contract with the customer. This also applies if we conclude the covering transaction immediately after the conclusion of the contract with the customer.
(3) If we become aware of an event as described in paragraph (1) or (2), we will inform the customer without delay. In the event of such an event, our performance deadlines/dates will automatically extend/postpone by the duration of the event, plus a reasonable start-up period. 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.

12. Place of Fulfillment, Choice of Law, and Jurisdiction

(1) If the customer 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 customer 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 customer 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 customer, the customer's place of residence shall be the place of jurisdiction.

13. Severability Clause

If a provision in these terms and 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 terms and conditions contain an unintended gap, it shall be closed by supplementary interpretation of the contract.