

General Terms and Conditions of TSE AG

I. General

§ 1

Scope and applicable law

These General Terms and Conditions of Business apply to business relationships with the clients of TSE AG in the areas of leasing, sales, work performance and service. Any deviating general terms and conditions of the customer shall not become part of the contract, even if we do not expressly object to them. German law shall apply exclusively. Individual regulations take precedence over these General Terms and Conditions. The terms and conditions of TSE AG shall also apply to subsequent contracts concluded with its clients, even if its general terms and conditions are not expressly referred to again.

II Rent

§ 2

Renting

The rental object and rental period are bindingly specified in the delivery note. TSE AG reserves the right to replace the rental object with equivalent equipment, provided that this does not conflict with the justified interests of the client and the replacement is therefore unreasonable for the client. An extension of the rental period is only permissible by mutual agreement and must be agreed in good time before the end of the rental period. A verbal agreement requires subsequent written confirmation by TSE AG.

As TSE AG rents out high-quality event technology, all details of the specific conditions of use are to be communicated in writing by the client prior to conclusion of the contract in order to protect the rental objects (hinfert equipment) and to guarantee their functionality. If the equipment is to be used with other equipment, this must be expressly pointed out by the customer. Any particularities not communicated or not communicated in good time shall fall within the customer's sphere of risk. The equipment may only be used for the purpose stated in the delivery note.

Without the express written consent of TSE AG, the client may not move or use the equipment to another location or hand it over to third parties.

§ 3

Handover, collection and dispatch of the equipment

The equipment is always handed over at the registered office of TSE AG (place of performance). Only on the basis of a separate agreement in text form will the equipment be dispatched at the expense and risk of the client. In this case, TSE AG is entitled to take out appropriate transport insurance at the expense of the customer.

The equipment must be collected at the time agreed in the delivery note. If the client does not collect the equipment at the agreed time, he is in default of acceptance without the need for an express request by TSE AG to collect the equipment.

The equipment is to be inspected by the client immediately upon handover by TSE AG at the handover location and any defects are to be recorded in writing on the rental slip. If the client does not raise any objections to the condition of the equipment, the equipment is deemed to have been handed over in proper condition. Any rights of the customer due to a defect are then excluded, unless the defects can be proven to have occurred subsequently.

§ 4

Advance payment and deposit

The rental object shall only be handed over to the client against advance payment of the rent agreed in the delivery note and against deposit of a security, which shall be determined by TSE AG at its reasonable discretion, taking into account the value of the rental object. The deposit shall be returned in full upon return of the rental object in accordance with the contract. TSE AG is entitled to offset claims for damages and other claims against the deposit.

§ 5

Cancellation

In principle, the equipment is only handed over for a specific contract period. An ordinary termination of the limited rental contract on the part of the client is therefore excluded. TSE AG can only give ordinary notice of termination due to its own needs, even before the start of the agreed rental period. The periods of notice are then based on § 580 a section 3 BGB.

The right to extraordinary termination remains unaffected. TSE AG may terminate the tenancy agreement for good cause in particular if

- a. the client does not pay the rent or does not pay a large part of it on time;
- b. the client defaults on his payment obligations;
- c. the client moves or uses the equipment at a location other than the agreed location;
- d. the client leaves the equipment to third parties without the written consent of the lessor;
- e. the customer treats the equipment improperly; or
- f. the opening of insolvency proceedings against the customer's assets is applied for or other indications exist which show that the customer will not fulfil his obligations under this contract.

If the rental agreement is terminated without notice - regardless of the reason and by which party - the client must return the rental object to TSE AG without delay.

§ 6 Return

The return must take place at the registered office of TSE AG, unless otherwise agreed in writing. If the return does not take place at the registered office of the TSE AG, the client shall bear the additional costs incurred by the return at the other location of the TSE AG.

§ 545 BGB is inapplicable.

The client must return the equipment to TSE AG in the condition that corresponds to the condition of the equipment on handover, taking into account the wear and tear caused by contractual use. The return of the equipment must include the transport packaging, any manual, connection cables and other accessories. If the client does not fulfil his obligation to return the equipment in full within the agreed rental period, he shall pay a pro rata compensation for use in accordance with the respective valid price list of TSE AG until the equipment is returned, without taking into account any discounts or other benefits. Furthermore, the client shall forfeit a contractual penalty of 25% of the agreed rental price of the equipment returned late for each commenced day of late return. The client shall be permitted to provide counter-evidence that TSE AG has incurred no damage or a lower damage. Further claims for damages by TSE AG are not excluded.

§ 7 Rent

The amount of the rent is specified in the rental agreement. TSE AG is entitled to make the extension of the rental period dependent on an advance rental payment.

If the client has pre-ordered the equipment and does not collect the equipment, his obligation to pay the agreed rental fee does not lapse. TSE AG is entitled to rent out the equipment to third parties four hours after the start of the agreed rental period. The rent obtained by renting the equipment to another party will be credited against the payment obligation of the client.

§ 8 Special obligations of the customer

The customer is obliged to protect the rented equipment from overuse in every way and to take care of maintenance and care of the equipment. The client is not entitled to make any changes to the equipment, in particular attachments and installations, or to remove any markings applied by TSE AG or the manufacturer without the prior written consent of TSE AG. The client may not grant any rights to the equipment to a third party without the express consent of TSE AG, nor may he transfer rights from this contract to third parties.

Should a third party assert rights to the equipment through confiscation, seizure or similar, the customer must inform TSE AG of this immediately in writing and point out the ownership of TSE AG to the third party.

The client bears the costs for necessary repairs during the rental period with the exception of repairs that are necessary as a result of normal wear and tear. Repairs may only be carried out by TSE AG, unless TSE AG allows the client to carry out the repairs in writing.

If the equipment has to be repaired during the rental period, the client bears the burden of proof that the repair is necessary as a result of normal wear and tear.

If a defect becomes apparent during commissioning or during operation of the equipment, the client must notify TSE AG in writing immediately after discovery of the defect. If no immediate notification of the defect is made, the customer loses all rights resulting from the defect. If the defect is reported in good time, TSE AG is free to repair or replace the equipment.

§ 9

Liability

The customer shall be liable for any culpable damage, destruction or loss of the equipment during the rental period, irrespective of whether the damage is caused by the customer himself, by his vicarious agents or by third parties. The customer shall be responsible for ensuring that the rented equipment is only used in accordance with the applicable statutory provisions and the TÜV and DIN regulations.

If the client does not return the equipment in proper condition, he shall also be liable for the loss of rent of TSE AG for the duration of the repair. This amounts to a flat rate of 50% of the rent to be earned during the duration of the repair in accordance with the rent agreed with the client, but without taking into account discounts and other price reductions. The client reserves the right to prove to the contrary that TSE AG has incurred no or only minor damage. The assertion of a higher actual damage is reserved.

§ 10

Rights of inspection and examination of the equipment by TSE AG

TSE AG is entitled to inspect the rented equipment or have it inspected at any time after prior agreement with the client. The client is obliged to facilitate the examination in every way for TSE AG. The costs of the examination shall be borne by TSE AG.

III Sales, Service and Services

§ 11

Offers and conclusion of contract

The offers of TSE AG are subject to change, i.e. they only apply as a request for the submission of an offer to TSE AG by the customer. A contract is only concluded if TSE AG does not object to the client's offer in text form within two working days.

The order confirmation of TSE AG in text form is authoritative for the content of the contract. In the case of a service by TSE AG without prior order confirmation, the documents sent with the service (invoice, delivery note) are deemed to be the order confirmation.

§ 12

Delivery and performance

Only in the case of delivery periods and dates that can be determined by date shall TSE AG be in default without a reminder. Otherwise, the customer can set TSE AG a reasonable deadline for performance after the expiry of delivery periods and deadlines, which must be at least one week. TSE AG shall only be in default once this period has expired.

If the customer has change requests, deadlines and dates only begin with the receipt of the written confirmation of the order changes by TSE AG.

In cases of force majeure and in the case of other events for which TSE AG is not responsible and which make performance considerably more difficult or impossible for TSE AG, such as operational disruptions, transport delays, strikes, lawful lockouts, official measures as well as the non-delivery, incorrect or delayed delivery or performance on the part of the suppliers of TSE AG (assuming timely commissioning of the same), TSE AG shall release itself from the obligations arising from the respective contract. Insofar as obstacles to performance are only of a temporary nature, TSE AG is only released from its obligation to perform for the duration of the obstacle plus a reasonable start-up period. Insofar as the delay is unreasonable for the client, in particular if the client is no longer interested in the service due to the delay, the client is entitled to withdraw from the contract with regard to the services not yet provided; if partial services are unreasonable for the client, the client is entitled to withdraw from the entire contract. The withdrawal must be declared at the latest four weeks after the customer has become aware of the impediment to performance.

Withdrawal can no longer be declared if the client has received a declaration regarding the renewed ability of TSE AG to perform.

Delivery periods and dates are extended by the period in which the customer does not fulfil his obligations towards TSE AG. The rights of TSE AG from the default of the customer remain unaffected by this.

Unless a specific mode of dispatch is expressly agreed, transport shall be in the form and packaging customary in the trade.

§ 13

Acceptance obligation of the client

The client is obliged to immediately accept deliveries and services as soon as TSE AG is ready to perform. If the dispatch of goods is delayed for reasons that lie with the customer, the transfer of risk takes place with the notification of readiness for dispatch to the customer. Storage costs after the passing of risk shall be borne by the customer.

If the customer does not accept the delivery, TSE AG can set him a reasonable period of grace and, after the fruitless expiry of the period, withdraw from the contract and demand compensation for non-fulfilment.

TSE AG is entitled to lump-sum compensation for the aforementioned damages or to claim the actual damages incurred. The lump-sum compensation amounts to 20% of the remuneration agreed with TSE AG in the case of purchase contracts, 50% in the case of service contracts and 50% in the case of contracts for work and services. The client is permitted to provide counter-evidence that TSE AG has only incurred a lower damage or no damage at all.

§ 14

Obligations of the client to cooperate

The client shall provide all necessary information in good time before TSE AG provides the services. In particular, the client shall provide information about access routes, peculiarities of the event or production (open-air, closed event, special risks) as well as all technical requirements and prerequisites. The client is responsible for ensuring that the necessary energy connections are available in good time in accordance with the number and specification provided by TSE AG.

The client shall ensure safe access for the employees of TSE AG to the event / production location and guarantees compliance with the occupational health and safety regulations.

For the entire duration of the contract, the client shall provide an organisational manager who acts as a contact person and is authorised to make decisions.

The client is responsible for securing the equipment provided by TSE AG - regardless of whether within the framework of rental, service or work contracts. He shall provide the necessary security personnel, including the required night guards.

The customer shall provide the agreed auxiliary personnel for assembly and dismantling. The client shall pay TSE AG the additional costs incurred for each missing set-up or dismantling person, at least a net amount of € 100.00 for both set-up and dismantling per missing helper.

The personnel provided by TSE AG shall be catered for by the client. In the case of external productions (outside the Berlin Ring), the client must also provide appropriate accommodation for the personnel at his own expense. If no catering is provided for the personnel, TSE AG shall be entitled to charge an additional catering flat rate of € 40.00 net per person per day.

The liability regulation in § 9 also applies if TSE AG provides its own personnel. If their instructions are not followed and damage occurs as a result, the client is liable in accordance with § 9 of these terms and conditions.

§ 15
Prices, payment

Unless expressly stated otherwise, the prices of TSE AG are net prices. The prices apply to the scope of services listed in the order confirmation. Additional or special services, in particular due to change requests of the client, shall be charged separately.

The prices valid on the day of issue of the order confirmation (date) are decisive for the remuneration. If there are more than four months between the date of the order confirmation and the delivery or the start of the service, TSE AG is entitled to charge its valid prices at that time.

Invoices from TSE AG are to be paid within fourteen days of the invoice date without deduction. TSE AG is entitled to invoice partial services and partial deliveries separately.

Payments shall be made free of postage and expenses. Cheques shall only be considered as payment after they have been cashed. In the case of bank transfers, the credit entry on the business account of TSE AG is decisive for the timeliness.

In the case of contract volumes exceeding € 5,000.00 net, TSE AG is entitled to demand a down payment of up to 100%. The company is not obliged to provide services before receipt of the down payment or even to take measures in preparation for performance.

In the event of default in payment, protest of a bill of exchange or suspension of payment by the client, TSE AG may demand immediate payment of its total claim - irrespective of its due date. This also applies if there are justified or serious doubts about the solvency or creditworthiness of the client, even if the reasons for these doubts already existed at the time of conclusion of the contract, but were neither known to TSE AG nor should have been known to TSE AG.

had to be known. Furthermore, TSE AG has the right to refuse performance until the aforementioned reasons no longer exist or the client has provided security in the amount of the total claim. The statutory rights to refuse performance and other rights shall also remain in force.

§ 16
Offsetting and retention

The customer may only assert rights of retention arising from the same contractual relationship. Otherwise they are excluded. The customer may only offset counterclaims if these claims are undisputed or have been legally established.

§ 17
Retention of title

TSE AG retains title to all goods delivered by TSE AG, including goods provided to the customer by TSE AG within the scope of contracts for work and services (goods subject to retention of title), until full payment of all claims to which TSE AG is entitled or which arise later from the business relationship with the customer - irrespective of the legal grounds on which they result.

The customer shall be entitled to sell, process or combine the goods subject to retention of title with other items within the scope of proper business operations. Any other disposal of the reserved goods is not permitted. The customer shall immediately notify TSE AG of any interventions in the legal position of TSE AG - in particular seizures of the goods subject to retention of title. All intervention costs shall be borne by the customer. The customer is obliged to assert a reservation of title towards his contractual partners under the same conditions if he defers the purchase price. Otherwise he shall not be entitled to resell the goods.

The customer already now assigns claims of the customer from a resale or any other legal ground with regard to the goods subject to retention of title to TSE AG by way of security. The assigned claims serve as security for TSE AG to the same extent as the reserved goods. The customer is only entitled and authorised to resell the goods if it is ensured that the claims to which he is entitled are transferred to TSE AG. The customer is revocably authorised to collect the claims assigned to TSE AG for his account in his own name. If the customer does not fulfil his payment obligations towards TSE AG, he will immediately disclose the assignment upon its request and point out to his respective contractual partner that payments on his claims can only be made to TSE AG with discharging effect. A revocation is also permissible if the client does not grant TSE AG agreed securities.

If goods subject to retention of title are sold together with other goods not subject to the retention of title of TSE AG at a total price, the assignment of the claim from the sale takes place in the amount of the invoice value of the respective goods subject to retention of title sold.

If claims assigned to TSE AG are subject to a current account agreement, the customer already now assigns to TSE AG a part of the balance corresponding to the amount of the claim of TSE AG, including the final balance from the current account.

Any processing or transformation of the goods subject to retention of title shall always be carried out for TSE AG as manufacturer, but without any obligations for TSE AG. If its ownership expires through combination, so that it becomes an essential component of a uniform item, then TSE AG acquires co-ownership of the uniform item, even if the other item is to be regarded as the main item, in the ratio of the value of the goods subject to retention of title delivered by TSE AG to the value of the other item at the time of combination. The customer shall store the co-ownership of TSE AG free of charge. In all other respects the above provisions regarding the goods subject to retention of title shall apply accordingly.

If the securities granted to TSE AG exceed the value of its claims by more than 20% in total, TSE AG shall, at the request of the customer, immediately release securities of its choice in the amount of the amount exceeding 20%. If the customer is in default of payment, TSE AG is entitled to demand the assignment of claims for surrender against third parties without having to set additional deadlines or exercise a right of withdrawal at the same time. If TSE AG demands the surrender of the goods subject to retention of title, this shall take place at the expense of the customer.

§ 18

Customer's rights in the event of defects

The customer must carefully inspect the goods immediately after handover and immediately notify us in writing of any defects discovered. If the defect is not recognisable during the inspection, the notice of defect must be made in writing immediately after discovery of the defect. This also applies if samples or specimens have been sent beforehand.

In the event of defects, the customer shall initially only be entitled to rectification or replacement at the discretion of TSE AG. Only if rectification or replacement fails twice can the customer demand a reduction in the purchase price or cancellation of the contract.

If the customer is entitled to compensation claims against TSE AG due to defective goods or services or due to non-compliance with a guarantee, TSE AG is only liable in accordance with § 23 of these General Terms and Conditions. TSE AG is only liable for consequential harm caused by a defect in the event of non-compliance with a guarantee and only insofar as the guarantee was intended to protect the customer from the damage that has occurred. In this respect, TSE AG is only liable for the typical, foreseeable damage.

In the case of used goods, the customer has no rights in the event of defects, unless the customer is a consumer. The rights of the customer in the case of defects become time-barred after the expiry of one year from the point in time at which the statutory warranty periods begin.

IV. Services

In addition to the above provisions under III, which also apply to the work performances of TSE AG, the following provisions apply to work performances provided by TSE AG.

§ 19

Reservation of right to change

TSE AG reserves the right to use equipment other than that agreed with the client within the scope of work performances, provided that this does not conflict with justified interests of the client and therefore the use of other equipment is unreasonable for the client.

§ 20

Client documents

TSE AG is not obliged to check the plans, drawings and other documents handed over to it for the execution of its services - also the documents produced by specialist engineers - for their technical correctness and completeness. However, TSE AG shall notify its clients of obvious errors.

The documents belonging to an order, such as illustrations, drawings, weights and dimensions, which have not been produced by TSE AG, are the property of their customers. TSE AG will only return them on request of their customers, otherwise they will be disposed of after a reasonable period of time. TSE AG is entitled to make and retain copies of these documents for documentation purposes.

§ 21

Acceptance

Acceptance of the services provided by TSE AG is always carried out formally by drawing up an acceptance report in the presence of the client or his representative and an employee authorised by us. If the client or his authorised representative does not appear at the agreed acceptance date, the acceptance can nevertheless be carried out. Any record made at this time shall be binding even without the customer's participation. Formal acceptance may be replaced by prior partial acceptance, technical acceptance, final payment or acceptance or use of services by the customer. A fictitious acceptance is possible, but the customer must be informed of this separately in text form.

§ 22

Retention of security

A security deposit is excluded.

V. General provisions for all areas of operation

§ 23

Liability

The customer's claim for damages due to a defect in sold or manufactured goods is excluded. Excluded from this are claims arising from injury to life, limb or health if TSE AG is responsible for the breach of duty and other damages based on an intentional or grossly negligent breach of duty by TSE AG. A breach of duty by TSE AG is equivalent to that of a legal representative or vicarious agent.

The following shall apply to all other liability claims of TSE AG: TSE AG shall be liable without limitation in the event of injury to body, life and health as well as in the event of intent and gross negligence. In the case of impossibility and breach of essential contractual obligations, TSE AG is also liable in the case of slight negligence, but then limited to the typical, foreseeable damage. The above liability regulation also applies to the organs and vicarious agents of TSE AG.

§ 24

Customer data

TSE AG stores the client's data (§ 26 Federal Data Protection Act).

§ 25

Final provisions

German law is exclusively applicable to these general terms and conditions and the legal relationships between TSE AG and its customers, with the exception of the UN Convention on Contracts for the International Sale of Goods of 11th April 1980 - CISG-"Vienna Sales Convention" - and the Uniform Laws on the International Sale of Goods and on the Formation of Contracts for the International Sale of Goods (EKG/EAG).

The place of performance and jurisdiction is the registered office of TSE AG.

Verbal subsidiary agreements are only effective if confirmed in text form.

This also applies to any deviation from the text form requirement.