



Terms and conditions

1. Applicability of the terms and conditions

1. The lessor's offers, deliveries, and services are provided solely on the basis of these Terms and Conditions.
2. Supplementations, alterations, and side agreements are legally effective only if confirmed in writing by the lessor.
3. If a provision of these Terms and Condition or a provision in connection with other agreements should be or become ineffective, this does not affect the effectiveness of the other provisions.

2. Subject of lease

1. Leased items are the furniture, the technical equipment and other accessories indicated in the order confirmation.
2. The leased items are the property of the lessor.
3. The leased items are provided to the lessee only for the agreed purpose and for the duration of the lease period. Different use during the lease period is not permitted.
4. Use of the leased items beyond the agreed return date is not permitted, unless a follow-up order was concluded with the lessor in writing.

3. Lease period and lease prices

1. The leased item is provided for the duration of the event.
2. The lease period begins with conveyance of the leased items to the lessee.
3. The lease period ends when the rental items are returned to the lessor at the agreed time.
4. The lessor's offers are non-binding and subject to change, and they require the lessor's written confirmation in order to become effective.
5. All prices are net prices in euros and are valid for a maximum rental period of 14 days and do not include the applicable VAT.
6. The placement of leased furniture is not contained in the lease price and is charged separately.
7. The agreed prices do not cover the costs for delivering the leased item to, and picking it up from, the event location, unless a fixed price is expressly agreed to.
8. Prices are net of all deductions.
9. The lease payment is due on the agreed payment date. Otherwise, it is due at the end of the lease period.
10. The lessor reserves the right to deliver only against advance payment.

4. Delivery

1. Delivery time
 - a. With regard to events to which the lessor delivers the goods, delivery is made in collective transport whose date and time is stipulated by the lessor. The lessor pledges delivery prior to the start of the event. The lessee is charged for deliveries at other times.
 - b. Otherwise, delivery is made at the agreed time. If a specific time was not agreed upon, delivery is made prior to the start of the event.
 - c. If the trade booth is not staffed at the time of delivery, placement of the leased goods at the trade booth is deemed to be proper conveyance of them. Starting at this time, the lessee bears the risk of loss or damage of the leased goods.
 - d. The lessor is not obligated to verify the authority of the individuals encountered when delivering the leased goods.
2. Delivery difficulties and transfer of risk
 - a. If delivery is handled by the lessor, then in the event of disturbances due to force majeure that make delivery by the lessor materially more difficult or impossible, the lessor is not liable for exceeding the agreed deadlines and dates. The relevant general terms and conditions of the forwarding trade are applicable to transport.
 - b. If delivery is handled by a third party, risk passes at the time that the leased items are handed over to the third party.
3. In exceptional cases, the lessor may deliver, instead of the ordered goods, equivalent or higher-quality items at the price of the originally ordered goods.

5. Inspection duties and complaints

1. Immediately following delivery, the lessee is obligated to satisfy itself as to the proper condition of the leased items and the completeness of the delivery.
2. By accepting receipt of the goods, the lessee confirms flawless service. Potential complaints by the lessee with respect to services not in conformity with the contract must be made within 24 hours. Later objections are without merit.
3. The lessee is aware that the leased goods are used repeatedly and are not always like new. Normal traces of use do not constitute a reason for complaint.

4. The lessor's size indications are approximate only. The lessor reserves the ability to make changes to design, size, and colour, provided that the customer can reasonably be expected to accept same. Minor deviations do not constitute a reason for complaint.

6. Return of the leased object

1. At the end of the lease period, the lessee must have the leased items accessible and ready for pick up.
2. The lessee is obligated to secure the leased items against loss or damage at least 24 hours after the end of the lease period.
3. If the leased items are not returned on time, the lessor can demand an additional rent as compensation for the period of withholding. Further-reaching compensation of damages is not precluded.
4. The premature return of the leased items does not lead to the ending of the lease relationship and does not release the lessee from its duties to secure under paragraph 2. Added costs due to premature return are for the account of the lessee.

7. Liability of the lessee

1. The lessee's liability begins with delivery / handover of the leased items.
2. The lessee is liable for loss or damage during the lease period. It must promptly notify the lessor about any damage to the leased item. The same applies if the leased item was stolen or where third parties assert rights to such item in any form.
3. The lessee is liable for leased items that are lost in the amount of the replacement value. For damages, it must reimburse the repair cost up to the amount of the replacement value.
4. The lessee is aware that the leased items are not insured. It is advisable to obtain theft insurance.

8. Liability of the lessor

1. The liability of the lessor, its statutory representative, and the person used to perform an obligation is precluded, unless
 - a. damages from injury to life, body, or health are based on a negligent breach of duty by the lessor or on a wilful or negligent breach of duty by a statutory representative or person used to perform an obligation, or
 - b. other damages are based on a grossly negligent breach of duty by the lessor or person used to perform an obligation
2. The lessor is not liable for damages unrelated to the leasing of the leased items.
3. Reasoned and properly raised notices of defects will be provided by corresponds to the lessor through rework, exchange, price reduction or taking back the goods against reimbursement of the rental price. Further claims by the lessee are excluded

9. Right of termination and rescission

1. Cancelling an existing rental agreement by the lessee is not possible unless this is done by mutual consent.
2. If the lessee refuses to carry out the contract before the start of the rental and if the lessor is not responsible for the reasons, the lessee remains obliged to pay the agreed rental price.
3. Termination of the lease contract is possible only if this is based on a breach of duty by the lessor.
4. After lease commencement, the lessee is not entitled to terminate unless the defects are based on a breach of duty by the lessor, notice of the defects has been given in a timely manner (5.2), and repair by the lessor was unsuccessful.

10. Place of jurisdiction

To the extent permitted by statute, Düsseldorf is the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

Düsseldorf, January 2023