



General Terms and Conditions

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General Terms and Conditions

§ 1 General/scope

1. Deliveries, services and offers of the seller/rental company are exclusively based on these General Terms and Conditions, which shall also apply to all future business relations even if no express agreement is made to that effect. These Terms and Conditions shall be deemed to have been accepted upon acceptance of delivery of the purchased item/rented item or service at the latest. Even if the buyer's/hirer's counter acknowledgement makes reference to the buyer's/hirer's own general terms and condition or terms and conditions of purchase, these shall not apply.

2. Any deviations from these Terms and Conditions shall require express written acknowledgment by the seller/rental company.

3. In these Terms and Condition, consumer means natural persons with whom business relations are entered into without a commercial or independent professional activity being attributable to them.

4. In these Terms and Conditions, businesses means natural or legal persons or partnerships with legal personality with whom business relations are entered into and who act in the exercise of a commercial or independent professional activity.

5. In these terms and conditions, customers means both consumers and businesses.

§ 2 Offer and acceptance

1. All offers made by the seller/rental company are subject to change and are non-binding unless the notification of acceptance and all purchase orders from the buyer/hirer have been confirmed in writing or by written telecommunication such as telefax, e-mail, etc. by the seller/rental company. This shall also apply to additions, amendments and ancillary agreements. Should the scope of the purchase order deviate from our offer, we reserve the right to alter the conditions accordingly. We shall not deliver until the customer has acknowledged the new conditions.

2. Any documents relating to the order such as drawings, images, weights and dimension are only approximations if not expressly stated as binding by the seller/rental company.

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3. The seller's/rental company's staff are not authorised to conclude ancillary agreements or to give any assurances which go beyond the content of the written contract.
4. Any contract shall be concluded subject to the proviso that we are punctually supplied with the correct goods by our suppliers. This shall only apply if any failure to deliver is not attributable to us, in particular when a covering transaction has been concluded with our supplier. The customer will be promptly informed of the non-availability. Any payment will be refunded immediately.

§ 3 Right of withdrawal concerning distance contracts

1. Consumers have the right to withdraw their declaration of intent regarding the conclusion of a contract within two weeks of entering into the contract. No reasons need be given for withdrawal and the withdrawal shall be communicated to the seller in writing or with the return of the goods; timely dispatch shall suffice as observation of the deadline.
2. We reserve the right not to deliver the goods until the deadline for withdrawal has expired.
3. If already in possession of the goods, consumers shall be obliged to return the goods when exercising their right of withdrawal if the goods can be delivered by parcel post. For purchase orders with a value up to € 50.00, consumers shall bear the cost of returning goods when exercising their right of withdrawal; this provision shall not apply if the goods delivered are not those ordered. The consumer need not bear the cost of returning goods if the value of the purchase order was over €50.00.
4. The consumer shall indemnify the seller for any deterioration in the condition of the goods as a result of the goods being put to their intended use. The consumer may subject the goods to careful and thorough examination. The consumer shall bear the cost of any loss in value resulting from any use beyond that merely for the purpose of testing the goods if such use means that the goods can no longer be sold as new.

§ 4 Prices/payment

1. Prices are net prices to which the currently applicable statutory rate of VAT must be added. The seller's/rental company's list prices quoted at the time shall apply.
2. Unless otherwise agreed, prices are ex seller's/rental company's warehouse and do not include packing and freight. The customer shall bear any transport and packing costs incurred.
3. Following shipment, the customer shall pay the purchase price within 14 days of the invoice date unless a separate written agreement has been made. If the payment deadline is exceeded, the customer shall be deemed to be in default without the necessity of a reminder.
4. Consumers shall pay interest of 5 % above the base rate on the sum owed during the period of arrears. Businesses shall pay interest of 8 % above the base rate on the sum owed during the period of arrears. As far as businesses are concerned, we reserve the right to provide evidence of higher default damages and to claim such damages from the business.
5. Customers shall only have the right to offset payments if their counterclaims have been legally established or recognised by us. Customers may only withhold payment if their counterclaim is based on the same contract.
6. Despite any provisions of the buyer/hirer to the contrary, the seller shall be entitled to first offset any payment by the buyer/hirer against any previous debts; the seller/rental company shall then notify the buyer/hirer as to how the payment was assigned.

7. The buyer/hirer shall be deemed to be in default of payment upon expiry of the two-week payment period even if no specific reminder has been issued.

§ 5 Delivery period

1. Delivery dates are generally non-binding.
2. An expressly agreed delivery period begins with receipt of the agreed advance payment following dispatch of the order acknowledgement. All technical details must have been clarified before the delivery period can commence.
3. The time at which the purchased/leased item leaves the seller's/rental company's warehouse or at which the buyer/hirer is informed that the items are ready for shipment shall be decisive in determining adherence to the delivery period.

§ 6 Transfer of risk

The risk shall be transferred to the buyer/hirer when the purchased/leased item or parts thereof have left the seller's/rental company's warehouse. This shall also apply to transports carried out by the seller's/rental company's own vehicles as well as to cases in which the seller/rental company shall perform the installation, setup or other services. If shipment is delayed for reasons not attributable to the seller/rental company, risk shall transfer to the buyer/hirer from the day the items are ready for shipment.

§ 7 Installation

If the seller/rental company not only delivers but also installs the equipment, this will be governed by a separate, independent contract for work. Specific written installation provisions shall apply to such a contract for work.

§ 8 Rental

1. The rental period begins on the day of shipment and ends on the day the equipment is returned to the rental company's warehouse. If equipment is picked up before 12:00 midday or returned after 12:00 midday, the whole day will be charged. Transport days will be charged as rental days.
2. Saturdays, Sundays and public holidays shall only be exempt from payment if the hirer can furnish verification that the rented equipment was not used or was not on standby. The rental charge must be paid even if the equipment was not in use.
3. Amounts up to EUR 100 shall be paid immediately in cash upon collection. If an order is cancelled within 24 hours, half of the overall rental charge shall be due for payment.
4. All transport and packing costs shall be borne by the hirer. If the hired equipment is shipped outside of Germany, the hirer shall ensure proper customs clearance and shall bear the risk and any costs incurred.
5. Upon collection of the equipment, hirers shall satisfy themselves that the equipment is in perfect condition. The rental company is not liable for direct or indirect losses caused by any defects in the rented equipment or by the rental company's operating staff.
6. The rented equipment must be handled with care and returned in perfect condition as otherwise the daily rental rate must be charged until the completion of repair. The hirer is

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prohibited from carrying out repairs on the rented equipment or from having such repairs carried out by a third party. Nor is sub-rental permitted without the consent of the rental company. The hirer is aware of the fact that the rented equipment is not covered by property insurance and that, consequently, any loss or damage will not be compensated by an insurer.

7. If vehicles belonging to the rental company are hired, the hirer shall ensure compliance with the statutory provisions governing the operation of motor vehicles. Use of vehicles outside of the purpose stated in the contract is specifically prohibited. The hirer shall be liable for any damage; the vehicles are covered by non-comprehensive insurance.

8. The rental company is entitled to charge instalments up to the amount of the total rental charge. If the hirer fails to observe the due dates for payment, the rental company is allowed to terminate the rental agreement for cause and to demand the immediate return of the rented equipment. Waiving their right to forbid entrance, hirers shall allow the rental company access to each room in which rented equipment is stored in order to aid the rental company in repossessing its property. Under no circumstances shall the hirer have the right of retention.

9. New customers shall pay the rental company a minimum deposit of € 100 (in words: one hundred euros) for the rented equipment.

§ 9 Purchase

1. Delivery dates or delivery periods, which may be agreed on a binding or non-binding basis, must be in writing.

2. The rental company shall not be liable for delays in delivery and performance owing to force majeure and owing to events which considerably hinder the rental company in providing performance or which make performance impossible – this shall include but not be limited to strikes, lock-outs or orders issued by the authorities, also including such events affecting the rental company's supplier's and their suppliers' suppliers.

3. The rental company shall be entitled to supply partial deliveries and partial performance at all times.

§ 10 Retention of title

1. The goods shall remain the property of the rental company until full payment has been effected, including ancillary costs such as interest, freight or packing costs. Should the seller's (joint) title lapse due to combination with other goods or reconstruction, it is hereby agreed that the seller's (joint) title to the new item shall pass pro rata (invoice value) to the seller. The buyer shall store the seller's (joint) property free of charge. Hereinafter, goods to which the seller has the right of (joint) title shall be referred to as retained goods.

2. With respect to contracts with consumers, we retain title on the goods until the full purchase price has been paid. With respect to contracts with businesses, we retain title on the goods until all claims arising from ongoing business relations have been settled in full.

3. Buyers are entitled to process and sell retained goods in the regular course of business as long as they are not in default. Pledge and transfer by way of security are prohibited. By way of security, the buyer herewith assigns in full any claims in respect of the retained goods (including all claims for outstanding account receivables) resulting from resale or any other legal basis (insurance, tort) to the seller. Hereby we accept such assignment. Following assignment, the business is entitled to collect any due payment. We reserve the right to collect the due payment

ourselves as soon as the business fails to fulfil a payment obligation as required or is in arrears with a payment. As long as the goods have not been paid for in full, the buyer shall immediately notify the seller of any resale, thereby naming the party that acquired the goods.

4. In the event of access to the retained goods by a third party, the buyer shall advise the third party of the seller's title to the goods and immediately notify the seller.

5. In the event of any breach of contract on the part of the buyer – in particular delayed payment – the seller is entitled to repossess the retained goods or, if appropriate, to demand assignment of the buyer's right to recover possession against third parties. Repossession or seizure of the retained goods by the seller shall not constitute withdrawal from the contract.

§ 11 Patents

The buyer/hirer shall be prohibited from reproducing purchased/hired items in respect of which the seller holds any patents or from bringing such items into circulation under the buyer's/hirer's own name. In the event of any infringement, the buyer/hirer shall pay lump sum compensation amounting to EUR 50,000. In the event of an infringement, the seller retains the right to also take action on another legal basis, in particular to initiate criminal proceedings.

§ 12 Final provisions

1. The law applicable in the seller's/rental company's place of business shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

2. If the customer is a trader registered under the German Commercial Code, a corporate body under public law or a special fund under public law, the exclusive legal venue for any dispute arising from this contract shall be our place of business.

The same shall apply if the customer has no general legal venue in Germany or if the customer's place of residence or habitual abode is unknown at the time legal proceedings are initiated.

3. Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid, either in part or in whole, the validity of the remaining provisions shall not be affected. The partly or wholly ineffective provision shall be replaced by a provision which comes closest to the economic intention of the ineffective provision.