



## 1. General

The terms and conditions of hire set out below apply to all current and future rental contracts. The conditions apply to (a) hire only and (b) to turnkey hire including all costs; conditions applying specifically to the relevant type of contract are marked (a) or (b) accordingly. 'Business clients', for the purposes of the Terms and Conditions of Business, are natural or legal persons or partnerships with legal capacity with whom we enter into a business relationship, which (or who) act in the exercise of their commercial or independent professional activity.

'Lessees', for the purposes of the Terms and Conditions of Business, are both consumers and business clients.

'Consumers', for the purposes of the Terms and Conditions of Business, are natural persons with whom we enter into a business relationship, without a commercial or independent professional activity being attributable to them.

Divergent, contradictory or additional General Terms and Conditions of Business will, even if we are aware of them, not form part of the contract unless their application is expressly consented to in **writing**. In the event of hire only, (a) reference is expressly made to the need for compliance with the accident prevention regulations of the relevant professional association. Among other requirements, the wearing of protective headgear and shoes during the erection and dismantling of tents is imperative.

## 2. Issuing of orders

Our orders are subject to confirmation. By issuing an order, in written form or orally, the lessee declares a binding intention to conclude a rental contract. The lessor is entitled to accept this offer of a contract within two weeks of receipt. The contract will be concluded with the issue of order confirmation, unless a written contract has already been confirmed by other means or the order has already been executed without a prior order confirmation. Until the order has been confirmed, the lessor reserves the right to rent the article offered to another lessor.

## 3. Characteristics of the tent equipment, limitations of liability

The tent systems supplied by Röder and the other equipment hired must be in faultless condition and good working order and conform to current building and accident insurance regulations. In the event of infringements of obligations due to minor negligence, the lessor's liability will be limited to foreseeable, direct average damage, given the nature of the goods, such as typical of the relevant type of contract. This also applies to infringements of obligations due to minor negligence on the part of its legal representatives or agents. This applies, in particular, to water damage insofar as this has resulted from the lessor's equipment being defective. In relation to business

clients, the lessor will not be liable in the event of minor infringements of contractual obligations due to minor negligence. The above limitations of liability do not relate to claims by the lessee arising out of product liability. In addition, the limitations of liability do not apply to personal injury, damage to health or loss of life of the lessee attributable to us.

## 4. Hire period

The hire period to which the hire price relates begins on the date agreed for loading of the articles hired and ends on the agreed date for the return to Röder of the articles hired. In the event that (a) the agreed hire period is exceeded or that an obligation to dismantle or transport the equipment, entered into by the client, is not fulfilled, the hire charge will be extended proportionally; this will not affect any claims for damages.

## 5. Calculation of the hire charge

Hire charges (net prices) are based on the costs identified on the date when the order is confirmed. Costs incurred subsequently, which must be documented, or price changes - (b) including those relating to transportation - will necessitate the contracting parties renegotiating the alteration in the hire charges concerned. The hire charges will also have to be altered if it is not possible, or permitted, to use ground pegs to secure the tent system, and it is therefore necessary to use weighted pegs or floors, or weights. The hire of heating equipment and oil tanks does not include the supply of heating oil; this must be supplied by the client. The risks involved in the presence and operation of the heating and oil storage equipment will be borne by the client.

We refer expressly to the fact that building regulations vary from country to country (and from State to State within Germany) and must be complied with by the client.

The client must lay power cables reaching to the heating equipment. During the winter months, the client must add an antifreeze product to the heating oil. At the end of the hire period, the oil remaining in the tanks must be pumped out. If the client collects the equipment, without a transport permit for hazardous substances, the client must bear the costs of the tanks being chemically cleaned before and after use. For this reason, it is recommended that the equipment be delivered and collected by Röder, or at least that insurance be taken out to cover all risks.

The lessee will only have a right to offset claims if its counter-claims have been legally established or recognized by us. The lessee may only exercise a right of retention if its counter-claim is based on the same contractual relationship.

## 6. Transportation and additional services

(a) The costs and risks of transportation will be borne by the client, unless transportation is undertaken by Röder in accordance with the terms of the order. The transportation date set by Röder is approximate.

(b) Transport costs are shown separately or included in the flat-rate price; the risks of transport will be borne by Röder. The transportation of the equipment to and from the client's premises will be arranged by Röder. If the topping-out foreman and/or his staff are

requested by the client to carry out other work not included in the order, the time worked will be calculated on the basis of hours logged.

(b) The client will provide Röder in good time, before work begins on the erection of the equipment, with accurate plans of the exhibition space, and an overall plan of the exhibition site, which has been checked; the site for the erection of the equipment, including adequate storage space, will be made available by the client for a sufficient period of time for the erection and dismantling work. In the event that it proves necessary to interrupt the erection or dismantling work, or if the timescales are too short, and the client is responsible for this fact, additional costs incurred are to be borne by the client.

## 7. Site for erection of the equipment

(b) The client will ensure that the site is even, horizontal and suitable for the erection of tent systems, and, once these have been dismantled, will be responsible for returning the site to its original condition. Roads leading to and from the site, and the site itself, must be capable of supporting vehicles carrying payloads of up to 25 tonnes. The precise location for the erection of the systems is to be determined and indicated by the client or the latter's agents. Any consequences resulting from the site being unsuitable will be borne by the client.

The client will be responsible for securing, enclosing and lighting the site and determining the position of both buried and surface pipelines and cables. If when work commences, suitable plans for buried pipes and cables of all kinds (e.g. power, gas, pipelines, water, waste water, heat pipelines, etc.) are not submitted, the client tacitly consents to work being commenced and will be liable for any damage to pipes or cables and for consequential damage.

The client must advise the authorities of the erection of the tent system in good time and must ensure that the provisions of the relevant State building regulations governing portable structures and if applicable the relevant regulations governing places of assembly, with regard to safe clearances and emergency exits (or the relevant national regulations for the locality where a tent system is being erected abroad) are complied with.

(b) The client will provide Röder with sufficient room within the site for a builders' hut or a suitable lockable room, and, where possible, toilets and washing facilities.

## 8. Erection and dismantling, maintenance

(b) Dates for erection and dismantling will be advised by Röder in good time. The client must submit, in good time before building work commences, plans showing the location of the tents, the layout desired for heating pipes, the openings required in the floor for pipes and cables for supply and waste removal, the exact position of the doors and the arrangement of passageways in relation to the tent system. Damage caused by drilling to composite paving, asphalt, flagstones etc., in the course of the erection work, must be made good by the client. (a) If the erection and dismantling of the tent system is undertaken by the client, Röder can, if so requested, provide one or more topping-out foremen to give directions; their services will be invoiced. Assistants employed for this purpose by the client will be part of the client's workforce and not employed by Röder. They must therefore be registered by the client with the relevant professional association. The topping-out foreman or foremen is/are obliged to commence the erection/dismantling work only when the assistants required are all available and able to start work, and have been instructed on safety precautions. The consequences of any failure to comply with accident prevention regulations will be borne by the client.

(a+b) Should unforeseen weather conditions (storm, rain, snow or frost) make it impossible to complete the erection or dismantling work on time, the client cannot make any claims on this account. The work required to maintain and secure the tent systems, their surroundings and persons on the site must be carried out by the client at the latter's own expense even if the tents are damaged as a result of force majeure so that they cannot, or can no longer, be used for their intended purpose. The client is obliged to take all reasonable measures to minimize damage. Where tent systems remain erected over the winter semester, the client is required, in the event of snowfall, to ensure that the roofs are cleared of snow immediately, day and night, to avoid the weight of snow bearing on the roofs. This can best be done by providing adequate heating in good time (minimum constant inside temperature of 12° C).

## 9. Handover and return

(b) The client must apply to the authorities responsible for the approval for use which is required in accordance with the building regulations, sufficiently early for them to be carried out before the structure is handed over to the client in the presence of the topping-out foreman. (a+b) For the purpose of the approval for use, Röder will supply a test record log (static evidence), for so long as it is required. It may be used only for submission to the authorities responsible for approvals, as the drawings and static calculations are protected by copyright. The test record log contains a static calculation checked at the outset, one accompanied by a test report from a building statics test institute, a construction and if applicable a transfer permit, and forms for the approval for use. All requirements imposed as part of the approval for use must be fulfilled by the client; emergency lighting and signs must be installed by the client and kept in functional condition. The fees for the approval for use are to be paid by the client.

(b) The client will provide the topping-out foreman with an attestation that the completed structure has been handed over in fully satisfactory condition; commencement of use will count as acceptance. No subsequent complaints will be accepted except where hidden defects are concerned. At the end of the hire period, the client or the latter's agents must return the structure to Röder or the latter's agents. If the client does not carry out a formal handover to Röder (e.g. by absence at a time agreed for handover), then, in the event that Röder finds damage to have been caused to the structure, the client must provide evidence of the latter's absence at the time arranged for handover.

(a) The client must obtain confirmation, by means of a return slip, that the structure has been



handed over or delivered to Röder complete and in satisfactory condition; this return slip is the only evidence accepted as proof of the satisfactory return of the equipment to Röder.

#### **10. Liability on the part of Röder and the client**

Röder will be liable for normal wear and tear to the equipment hired. The client will be liable for damage, which the client could have avoided, given due care, or which is caused by culpable action on the part of the client or third parties. Röder has taken out liability and fire damage insurance for the equipment hired. This insurance cover does not extend to items brought in by the client or consequential damage; compensation for these is excluded. The client will be liable for all material damage and injury to persons for which the client is responsible and which are caused by the operation and use of the equipment hired. To cover these, the client must take out separate third-party/visitor's insurance. The client will be required to pay compensation for equipment and (a) tools lost, stolen or damaged.

The client may not, without Röder's consent, carry out, have carried out or permit to be carried out any alterations or repairs to the equipment hired, apart from the maintenance and security measures provided for under Point 7, which the client is required to implement. The client will be liable for all consequences of these.

The supporting framework of the tent must not be used to hang articles from, especially not for heavy weights. It is not permitted to paint elements of the supporting framework, or the floor. The client must remove any residues of adhesive from advertising or similar materials, before returning the equipment. The costs of any work required to return the equipment to its original condition will be borne by the client.

Sanctions under building law can be imposed on anyone who moves or removes elements of the structure, in particular struts or rigging, or moves emergency exits or renders them unusable. Should elements of the structure, roofing or covering become loose or give way, the client is (b) obliged to advise Röder immediately and (a+b) immediately take the necessary measures to secure the structure itself. In the event of danger from storms or bad weather, the client, or users of the structure upon whom the client has imposed this obligation, must immediately close all entrances and exits so that they are securely sealed and, if necessary, evacuate all persons from the tent structure. The client's liability begins on handover of the structure and ends a) on its return or (b) when dismantling work commences.

#### **11. Termination, technical difficulties and interruption**

In principle, the parties may not withdraw from the contract without becoming liable to pay compensation.

If the hire agreement lasts for more than one month, and is indeterminate in duration, it can be terminated by either contracting party, giving one month's notice to take effect at the end of a month. Individual written agreements take precedence over this provision.

If a tent system cannot be used, or if an event cannot take place, as a result of orders issued by the authorities, or other factors outside the client's control, the client must immediately advise Röder. In such cases Röder may invoice the client for costs incurred to date and expected, insofar as these can no longer be avoided. If the tents are damaged, in such a way as to make it impossible to use, or continue to use, the tents, as a result of force majeure or other influences for which neither contracting party is responsible, the client will be entitled to a credit note in respect of the charges for hire only during the discounted hire period. Any further claims are excluded. If Röder is prevented, through no fault of its own, from performing the contract, it cannot be held liable to pay compensation. Delays in the performance of the contract by Röder (due to delays caused by bad weather, delays in transportation, strikes or similar factors) will require a reasonable extension period to be granted to Röder in writing, or a separate agreement.

#### **12. Payment**

Subject to a written individual agreement being concluded, the following payment arrangements are agreed: 8 days from invoice date, free of all charges. After this period has expired, the lessee will be in arrears with payments. While the arrears persist, consumers must pay interest on the debt at 5% above the base rate, while business clients must pay interest on the debt at 8% above the base rate. In relation to business clients, the lessor reserves the right to demonstrate and claim more extensive losses caused by arrears.

#### **13. Payments, arrears, termination without notice**

Where equipment is hired on an ongoing basis, Röder is entitled to terminate the hire agreement without notice where hire charge payments are two months in arrears, and, given three days' advance notice, to enter and drive onto the site where the tent systems have been erected and to dismantle the structure irrespective of whether it is still occupied by equipment or has fittings attached. The same applies if the articles rented are sub-let to third parties without consent.

Compensation for damage caused, in the process of premature dismantling, to property belonging to the client or third parties which has been brought into the tent structure is excluded. Röder will, without being under any obligation to do so, give advance notice of the date on which the structure is to be dismantled, in order to enable the client to vacate it in good time. When so requested by Röder, the client must advise, within 24 hours and in writing, of the location where the tent equipment is currently erected or stored, or if it is being moved, advise of the new location. In the event of arrears in payment where the equipment is being subleased, the client irrevocably cedes, as of now, its claims in respect of payment against the third party (sublessee) to Röder Zelt- und Veranstaltungsservice GmbH and undertakes, when so requested, i.e. within two days, to supply the name and address of the sublessee and contact person there.

#### **14. Place of jurisdiction and governing law, Miscellaneous**

If the lessee is a business client, the sole place of jurisdiction for all disputes arising out of this contract is the lessor's registered office. The same applies if the lessee has no general place of jurisdiction in Germany or if the lessee's settled or usual place of residence is unknown at the time the suit is brought. German law applies, even for the execution of foreign orders, to the exclusion of UN commercial law.

Other details are governed by the particular conditions of hire stipulated by Röder in the offer and the order confirmation.

#### **15. Invalidity clause**

Should any provision of these Terms and Conditions of Hire, or any provision contained in other agreements, be or become ineffective, the effectiveness of all other provisions or agreements will not thereby be affected. The wholly or partially ineffective provision is to be replaced by a provision approximating as closely as possible in its economic effects to the ineffective provision.