

**GENERAL RENTAL AND PAYMENT CONDITIONS - PARTY RENT GROUP
GENERAL COMMERCIAL CONDITIONS - PARTY RENT GROUP
valid effective 1/9/2021**

**GENERAL
CONCLUSION OF A CONTRACT**

The conditions of the Owner apply exclusively to all transactions. The content and extent of the rental agreement correspond to the written order confirmation of the Owner. Variant or additional arrangements only apply if they have been confirmed by the Owner in writing.

All offers made by the Owner are non-binding. The Owner reserves the right to charge the Renter for all costs arising in relation to the submission of the offer. The Owner reserves the right at all times to depart from the general rental conditions in individual and special cases.

RENTAL PRICE

The rental price for an item will be determined based on the most recent price list, excluding value added tax, and will apply for one calendar day. We charge 25% of the base rental for the second calendar day; 15% of the base rental is calculated for any additional days. The minimum order amount is EUR 100.00.

SECURITY DEPOSIT

We charge a security deposit in the amount of 25% of the total rental price. The security deposit will be returned by the Owner to the Renter as quickly as possible upon proper return of the rented equipment.

METHOD OF PAYMENT

The total amount of the rental will be presented by the Renter no later than upon transfer of the rented equipment.

RENTAL PERIOD

The rented equipment will be made available to the Renter only for the agreed period. The written agreement of the Owner is required for any extension of this period. The Owner then reserves the right to charge an additional rental amount based on the price list referred to above, along with possible additional costs incurred. If the Renter cannot return the rented equipment at the agreed time, the Renter must inform the Owner at least one day prior to the expiry of the agreed rental period.

TRANSFER OF RISKS

In case the client has booked delivery only, our service is limited to obligation to send; in this respect, the transfer of risk is ex works with the tenant. In case Party Rent is booked to set up and dismantle the equipment on site, especially on trade fair grounds, the transfer of risk for accidental loss, damage or theft is with the tenant starting when the equipment is fully delivered at the named place of installation.

LIABILITY

The Renter is liable for all damages resulting from the use of the rented equipment during the rental period. The Renter is responsible for the loss or damage of the rented equipment. This also applies to all losses caused by third parties or force majeure, such as damage from fire, storm, severe weather, hail, water, burglary, theft, vandalism or terrorism. If the damages can still be repaired and the costs for this are not higher than the replacement cost of the equipment, the Renter must compensate for the repair costs. The Renter will be charged the replacement cost in all other cases. The Renter is liable for all claims of third parties that may be asserted due to damages that arise from the use of the rented equipment. The Owner shall under no circumstances be liable for direct or indirect losses that occur in connection with the use of the rented equipment by our employees, by third parties engaged by us, due to errors and/or defects of any sort in the rented equipment or due to other causes attributable to us, unless the damage was caused intentionally or due to gross negligence on our part; in this latter case, our liability is limited to an amount equal to the agreed rental price. Liability of the Owner is excluded for simple negligence. Liability to us for injuries, operational damages and/or damages related to loss of profits is also fully excluded. The Renter agrees that the Owner may use an access route suitable for 40-tonne vehicles for the agreed transport of the rented equipment by the Owner. Damages to premises and/or buildings are the responsibility of the Renter. If the event planned by the Renter involves an issue of public interest (e.g., a political event of a party or a political group), the Renter will indicate this to the Owner immediately and in any event before the conclusion of the contract. The latter will have the right to withdraw from the contract. The Renter is liable for all consequent compensation for damages if it violates its obligation of immediate notification.

INSURANCE

The rented equipment is not insured. Liability is transferred to the Renter as soon as it receives the rented equipment. The Owner hereby advises that the rented equipment be insured for the period of the event, including the time needed for setting up and dismantling.

AVAILABILITY

The Owner cannot be charged with failure of the Owner to not make the rented equipment available or to collect it at the proper time or any other failure of the Owner to meet its commitments to the Renter in a timely manner if this is due to force majeure, which in any event includes: bad weather, fire, explosion or leakage of hazardous substances and/or gases or similar hazards, negligence of the Renter or third parties such as suppliers or transporters, sickness of irreplaceable personnel, occupation or blockade or governmental action or terrorism. Furthermore, if fulfilment in a timely manner is considered to be impossible, termination of the rental agreement by the Renter due to untimely provision of the rented equipment is only possible after the Renter, after taking all the circumstances into consideration, notifies the Owner in writing of an appropriate later deadline for fulfilment and fulfilment is also not met within this later deadline. If the Renter notes an omission or damage upon receipt of the rented equipment resulting in it not being possible to use the rented equipment, it has the right to equivalent replacement material. The rented equipment may be used by the Renter exclusively as stipulated and for the agreed project; it must not be transferred to a third party for use without written approval. If we provide the Renter with written approval to transfer the rented equipment to a third party for use, the responsibility of the Renter remains unchanged regarding fulfilment of all its obligations under our rental and payment conditions.

RENTER'S OBLIGATION TO INFORM

The Renter must inform the Owner immediately if:

- the rented equipment is not complete upon delivery (max. 2 hours following

transfer),

- the rented equipment is damaged (max. 2 hours following transfer),
- the rented equipment was stolen or lost in some other manner.

CANCELLATION

Cancellation of an order is allowed up to no later than six months prior to the commencement of the event. The order must be cancelled in writing. Costs incurred up to that point will be charged, however. If cancelled at a later date, the entire rental price will be calculated, unless the goods can still be rented. In this event, only 25% of the original cost will be charged.

COPYRIGHT

The Owner reserves the right to make photo productions, video recordings, etc. at any time of the places where the rented material of the Owner is placed, for purposes of marketing by the Owner.

ILLUSTRATIONS/PHOTOS

Illustrations and photos in catalogues, brochures and mailings and on internet sites and multimedia presentations on CD and DVD may differ from reality. This applies in particular to tablecloths, as they are natural products and differences in colours cannot always be completely excluded.

DATA PROTECTION

The Owner saves the personal data of the Renter that is provided. This includes information making it possible to identify a person or company, such as names, addresses, telephone numbers or email addresses.

The data is used to process the contracts concluded with the Renter. Also, the data provided by the Renter (in particular the company, name, address and/or email address of the Renter) will be provided to Party Rent Bomers GmbH, Am Busskolk 16-22, 46395 Bocholt for the purpose of central data processing for provision of orders and information (advertising) regarding new equipment and services.

Further information on contracts, bank details, credit cards or customer numbers will be stored if the Renter requests equipment or services. All data provided in this regard will be provided if needed by the Owner to third party companies working together with the Owner, such as franchise partners, banks or savings institutions, collection agencies or attorneys, for processing of orders. If the Renter wishes to retrieve, modify or delete data stored by the Owner or Party Rent Franchise GmbH, the Renter may inform the Owner or Party Rent Franchise GmbH of this at any time by post, email or telephone.

INVENTORY

Obligations of Renter

Collect, deliver and return

If the Renter personally collects the rented equipment, it must personally check the order for completeness and suitability.

In addition, the Renter must ensure provision of proper transport. The rented equipment must be transported in a closed vehicle. Unless expressly agreed to the contrary, the goods will be collected and returned by the Renter personally. Transportation by Party Rent may also be arranged with a surcharge for any orders of EUR 350.00 and above. Delivery will be determined so that the rented equipment is available to the customer prior to commencement of the event. The Owner cannot be held liable for late delivery due to force majeure. The rented equipment will be delivered to behind the first door on the ground floor if there is access that is suitable for transport by a 40-tonne vehicle. The minimum door width required is 2 metres, the minimum height is 2.50 metres and the access and transport path within the event premises must be accessible by transport systems of up to 1200 kg total weight. If these transport provisions are not met (e.g., the ground support is insufficient, the access path is too narrow, parked vehicles prevent ingress and egress, the rented equipment is still not sorted neatly to be collected), the Owner reserves the right to charge for extra costs incurred. The Renter must inspect the rented equipment immediately upon delivery. Any omissions must be reported to the Owner by telephone or fax within 2 hours following delivery of goods. The rented equipment must be ready, organised and neatly stacked by 8:00 a.m. on the agreed collection date behind the first door on the ground floor (N.B.: as it was on delivery).

The rented equipment will be immediately inspected and counted upon collection, if possible. If the material consists of crockery, cutlery, cloths and/or other small items, it cannot be inspected immediately upon loading.

The Renter agrees that the final count and inspection will take place only at the storage area of the Owner.

The Owner guarantees that no loss or damage will occur in the period between collection and counting in storage. The rented equipment will be collected within 48 hours following the end of the event, unless another collection time is agreed upon.

CLEANING

The Renter must handle the rented equipment with care. Crockery, cutlery, kitchen equipment, etc. will be cleaned for a fee by the Owner after returning; they must be returned by the Renter to the Owner in such condition (sorted and without food remains or grease, etc.) that they can be machine cleaned immediately. If the rented equipment is extremely dirty, the Owner reserves the right to later charge the Renter for additional costs involved. Fabrics (e.g. tablecloths) must be returned dry after use to the Owner. Torn or cut floor coverings and heavily soiled floor tiles (from e.g. chewing gum, cigarette burns) are not considered to be usable any longer.

HEATING AND AIR CONDITIONING EQUIPMENT, ELECTRICITY AND TOILET UNITS

ENERGY

Unless otherwise indicated, the offered or agreed price does not include costs for energy and/or fuel usage or costs for connection to the supply network. The fuel that we supply is charged at our daily price. Fuel costs indicated in orders may change accordingly.

Obligations of Renter

1. The Renter must ensure that any devices required for installation of the rented equipment are properly provided. The Renter must correctly observe the instructions that we provide. The Renter must also ensure that the place where the rented equipment is to be installed meets the requirements established by competent authorities and is freely accessible at all times, and that the undisturbed operation of the rented equipment is not prevented in any way, as determined by us at all times. To the extent required, the Renter must also possess official permits related to the use of the rented equipment.
2. The Renter states that it has received the rented equipment in operating condition and will return it in the same condition. The Renter is liable for all damages of whatever nature and origin, regardless of whether it is the fault

of the Renter or a third party or the result of force majeure.

3. The Renter must ensure adequate protection of the rented equipment. The Renter must insure the rented equipment for the risks indicated by us upon demand and maintain such insurance for us for the period of the rental.
4. The rented equipment may only be serviced by us or by personnel designated by us.
5. The Renter is required to report any malfunctions to us immediately. Repairs may be performed exclusively by us. Inability to use the rented equipment due to malfunction or repairs does not release the Renter from the obligation to pay the agreed rental price.

TENTS

Obligations of Renter

1. The Renter indicates the place where the rented equipment is to be installed. The Renter will determine whether the rented equipment can be installed at the place of installation safely and without damage to others or interference in the rights of others, and will be responsible for this. The Renter will inform the Owner regarding the presence of lines, cables, pipes and other equipment on or under the ground. The premises on which the rented equipment is to be erected must be horizontal and level. The Renter is responsible for the premises in question being free, clear and safe to drive in on the day for delivery and/or installation of the rented equipment, including for trucks with a total weight of 40 tonnes. Measures required for any of these matters will be undertaken by the Renter, who will be fully responsible for them. Damages to premises and/or buildings, lines, pipes or other installations on or under the ground due to the installation of the rented equipment are the responsibility of the Renter.
2. The Renter agrees that the Owner may use an access route suitable for 40-tonne vehicles for the agreed transport of the rented equipment by the Owner. Damages to premises and/or buildings are the responsibility of the Renter.
3. The Renter must ensure that the top of the tent is kept snow-free in the event of snow. Damages caused by weight of snow are the responsibility of the Renter.
4. The Renter is responsible for keeping all entries and exits to the tent sealed in the event of storms or inclement weather. If the rented equipment is threatened or damaged, the Renter must do all that it can to prevent damage or limit it as much as possible. The Renter is obliged to keep the Owner informed.
5. The Renter must not make any modifications to the rented equipment without the approval of the Owner (with the exception of cases indicated in paragraph 4).
6. The Renter may use the rented equipment exclusively in accordance with the agreed purpose. The Renter shall not make any changes in or on the rented equipment. Posting items, painting or modifying the rented equipment in any other way is not allowed.
7. When permission of a third party is required for the erection of the rented equipment, the Renter will ensure that such permission is duly obtained. The Renter will inform the Owner in writing of the existence of such permission. Failure to obtain such permission(s) is fully at the risk of the Renter. Payments to be made to a third party for the installation and maintenance of the rented equipment of any nature is for the account of the Renter, even if it is already paid by the Owner.

DISPUTES

The court of the place of establishment (either of the place of establishment or the main office) of the renting company (counterparty) has jurisdiction over any disputes.

VALIDITY

These rental conditions are effective commencing 1/9/2021. All previous rental conditions no longer apply effective 31/8/2021.

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