

General Terms and Conditions

Mebau GmbH

Confirmation of order

The following general terms and conditions apply to all our offers and transactions. Placement of an order constitutes acceptance of these conditions, which form an integral part of the contract.

Application of the purchaser's conditions of purchase is hereby expressly excluded, regardless of whether they are submitted during contract negotiations or appended upon conclusion of the contract. We are therefore not bound by such conditions of purchase, even if we do not exclude their application when entering into a contract. Offers are not binding and are subject to change without notice, unless otherwise agreed in writing. To be valid, verbal agreements and any other understandings or arrangements with our staff require our written confirmation. A transaction shall exist only following our written confirmation of order or if the transaction is performed immediately following receipt of order or within the set deadline. In the latter cases, the invoices shall serve as confirmation of order.

Prices of leased objects

The agreed prices for the delivery of leased objects shall apply only for the agreed duration of the event. If the event is extended or the property is used beyond the agreed event deadline, a proportionately higher price will be charged in accordance with the extra time. The leased property is supplied only for the agreed purpose, i.e. use during the event. If it is used or employed for other purposes, we shall be entitled to claim compensation for damages.

Terms of payment

Orders with a net value of more than EUR 10,000.00 are invoiced as follows: 50% on account upon placement of order, 50% immediately upon issue of invoice.

Orders of less than EUR 10,000.00 are payable immediately upon issue of invoice. They are payable within 14 days of the date of invoice. If the purchaser fails to pay, it shall be deemed to be in default following receipt of a reminder notice. Even if no reminder is issued, the purchaser shall be in default of its obligation to pay no later than 30 days after receipt of an invoice. If a separate date for payment has been agreed, the purchaser shall be in default if payment is not made by the agreed date, without regard to the above conditions.

If the purchaser defaults, we shall be entitled to charge interest on arrears at the rate of 8% per annum above the basic interest rate, without requirement for proof. Our right to claim further compensation for default shall remain unaffected. If we learn of circumstances that are likely to reduce the purchaser's creditworthiness significantly, we shall be entitled to withhold outstanding deliveries and services or to carry out such deliveries and services only against prior payment or security.

The customer may offset our claims only against uncontested claims or claims recognised by legal judgement. The customer may withhold payment only if its counter-claim is based on the same contractual relationship.

Liability for leased objects

We do not insure leased objects for the duration of the event. The hirer assumes liability for loss, damage, theft, etc., regardless of fault. This liability commences when the leased objects are transferred, or when the event begins, whichever is the earlier, and shall end at the earliest time of removal after the event closes, but not earlier than 3:00 pm on the first day of removal.

No liability is accepted for damage to persons and clothing caused by use of the leased objects except if the hirer reported the defect when the object was transferred and the defect was not repaired in good time.

We shall invoice the hirer for the cost of replacement of leased objects that are not returned.

Compensation for damages

The hirer must ensure that the leased objects are treated with care. If damage occurs because of the use and demands made of the leased objects exceed normal use, the hirer shall be obliged to pay compensation for damages, regardless of the cause of the damage and who is responsible. Our claim to the agreed rental remains unaffected.

Non-culpable delay in delivery

Delivery and installation deadlines shall be extended by an appropriate amount in cases of force majeure, strike or lockout, if we are prevented from fulfilling our responsibilities through no fault of our own. This also applies to interruption of operations, lack of transport, intervention by authorities and late, inadequate or incorrect delivery by our suppliers, where these circumstances arise through no fault of ours. We may plead the above-mentioned circumstances only if we have notified the client immediately.

Notice of defects

If defects are discernible when the leased object is transferred, the customer shall be entitled to reduce the hire accordingly, but only for the period until we repair the damage or provide a replacement. In all other respects, warranty for defects shall be in accordance with the statutory regulations.

Retention of title to bought objects

We retain title to all goods supplied by us until the purchaser has settled all present and future accounts payable arising from the business relationship. This applies particularly if some or all accounts payable form part of a running account and the purchaser has confirmed the balance.

The purchaser is entitled to resell the goods that are subject to retained title in the course of normal business, if the purchaser assigns to the vendor as of now all claims against the end purchaser or other third parties for payment arising from the resale. The vendor shall accept such assignment. Even after assignment, the purchaser shall remain entitled to collect these claims as long as it does not act against the vendor's interests. The vendor's authority to collect the claims on its own behalf remains unaffected. If the purchaser properly fulfils its payment and other obligations, the vendor undertakes not to collect the above claims.

The purchaser is obliged at all times to provide the vendor upon request with information about the whereabouts of the goods that have been supplied to which the vendor retains title, and about claims resulting from resale. The purchaser undertakes to make available, upon request, all documents needed for collection of the claims. Further, the purchaser undertakes to inform the end purchaser of the assignment of claims if the vendor so requires. If the value of the existing securities exceeds that of the claims to be secured by more than 25%, the vendor is obliged to release them if the purchaser so requires. When payment has been made into the vendor's current account for accounts receivable, the assignment of future claims arising from resale by the purchaser shall apply only to the final outstanding balance. The purchase price agreed to by the vendor and the purchaser assigning the future claim shall be the key factor in determining the value of the goods to which the vendor retains title.

Copyright

In all instances, we retain the exclusive copyright to all plans, maps, sketches, tables, photographs, electronic files and manufactured items that we have prepared.

The other party to the contract is not entitled to execute designs and construction plans based on our originals, either itself or via other companies. This also applies to the imitation of previously manufactured objects. Passing on documents created by us or permitting the creation of documentation relating to our objects is not permitted without our consent. In all other respects, the provisions of legal protection of industrial property rights shall apply, particularly those relating to copyright.

Legal venue

The place of performance and legal venue is Essen. Essen is agreed upon as the sole legal venue for summary proceedings for recovery of debt.

The substantive law of the Federal Republic of Germany shall apply, to the exclusion of any reference to other legal systems and international treaties. The Uniform Law on the International Sale of Goods under the Hague Convention and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Severability clause

If individual clauses of these Conditions or parts thereof are or become invalid, the validity of the other clauses shall remain unaffected. The corresponding statutory provisions shall apply instead.

Valid as at March 2002