

Screen Visions GmbH general terms and conditions for the rental of audiovisual and other equipment

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I. General information

1. Screen Visions GmbH – hereafter “SV” – rents audiovisual equipment (video walls, TV and plasma screens, video players, cameras, cabling, lighting and sound equipment) from the rental company – hereafter “Supplier” – in order to rent it out to its clients. Additionally, SV also rents out general equipment necessary for the operation of the audiovisual equipment.
2. Audiovisual equipment and general equipment are hereafter also referred to as “rental equipment” or “rental objects”.
3. Absolutely punctual provision of the services is an essential part of the orders, as any delay can lead to considerable damages and in particular endanger the timely running of the events for which the rental objects are to be used. To the same extent, the quality of the events must also be ensured. Taking these requirements into account and the need to guarantee that the client’s projects or events are carried out on time and in the correct quality, the following terms and conditions govern the legal relationship between SV and the Supplier in addition to the provisions in the contract.
4. These conditions apply to all rentals of audiovisual and other equipment by SV. Any of the Supplier’s general terms and conditions which conflict with, differ from or supplement these conditions are excluded, and shall apply only if and to the extent that SV has expressly agreed to them in writing. Acceptance or unconditional payment of the Supplier’s goods, materials, parts, equipment, supplies and services shall not constitute acceptance or acknowledgement of these general terms and conditions of the Supplier, even if acceptance or unconditional payment is made in the knowledge of

conflicting or supplementary general terms and conditions of the Supplier.

5. These terms and conditions apply exclusively to business transactions with companies pursuant to §14 BGB (German Civil Code), with legal entities under public law and with special funds under public law. Audiovisuelle Technik und allgemeine Technik werden nachfolgend auch als „Mietgegenstand“ oder „Mietgegenstände“ bezeichnet.

II. Conclusion of contract

1. All orders and contracts as well as additions or changes thereof must be in writing to be effective. To be valid, oral agreements of any kind must be expressly confirmed in writing by SV.
2. The written form requirement shall be deemed to have been complied with if the relevant communication, i.e. in particular orders and order confirmations, is made by fax, by electronic data transmission (e.g. EDI) or by e-mail as a PDF document.
3. All deliveries shall be made exclusively on the basis of an order placed by SV. The contents of the order itself and the technical/functional performance specifications, other documents and other contractual agreements referred to in an order, as well as these conditions, shall form an integral part of any contract. In the event of any discrepancy between these conditions and the provisions set out in the purchase order, the provisions set out in the purchase order shall prevail over these conditions. The Supplier must confirm an order in writing within five (5) working days of receipt. If SV does not receive a refusal of the order or confirmation of order within this period, the order shall be deemed to have been confirmed and accepted.
4. Any order whose receipt is not confirmed by the Supplier but which the Supplier executes in whole or in part shall be deemed to have been accepted by the Supplier.
5. Any amendments or additions to an order shall only become effective if and in so far as SV expressly accepts them and confirms them in writing.
6. The quantities stated in a delivery forecast (“Forecast”) are not binding and do not constitute a binding commitment on the part of SV to rent items, unless expressly agreed otherwise. The quantities and delivery dates for the deliveries contained in the delivery instructions/schedules issued by SV shall be binding on the Supplier unless they are unreasonable for the Supplier.

III. Offer and prices, invoices, terms of payment

1. Due to the special factors set out in Section I, all agreed prices for deliveries and services are fixed prices. The price is guaranteed by the Supplier until completion of the respective order or event. Any price increases are excluded.
2. Invoices must be sent separately. They must not be enclosed with the consignment of goods under any circumstances. Unless otherwise agreed in writing, the invoice shall be paid 14 days after receipt of the invoice less 3% discount or 30 days after receipt of the invoice without deduction.
3. Payment deadlines are fulfilled with the dispatch of a means of payment or the placing of a payment order. In the event of early delivery, the payment periods shall not begin until the agreed delivery period has expired.

4. Payment interest according to § 353 HGB is excluded. In the event of late payment, the statutory provisions shall apply, subject to the proviso that SV shall only be liable for interest on arrears at a rate of 5% (five percent) points above the base rate in accordance with § 247 of the German Civil Code.

IV. Delivery, shipping, packaging

1. The rented goods will be delivered "carriage paid" to the delivery address specified by SV.
2. Any additional costs incurred as a result of expedited transport to meet agreed delivery dates shall be borne by the Supplier.
3. The rented goods shall be adequately insured against all damage during transport by the Supplier.
4. If the goods are to be dispatched directly to SV's clients or to SV, they must be delivered in flight cases or on Euro pallets wherever possible. The packed pallet, including the pallet base, must not exceed a maximum height of 1.25 m, whereby care must be taken to ensure that the packages do not protrude beyond the pallet.
5. In the event of non-compliance with the shipping instructions, SV shall be entitled, at its own discretion, to return the consignment to the Supplier "carriage forward" or to charge the Supplier for the costs incurred as a result of such non-compliance.
6. All other incidental and packaging costs shall be borne by the Supplier. This also applies to products which require a special method of dispatch and/or packaging.
7. In the event of improper packaging and/or shipment, SV is entitled to charge the Supplier for any damage caused thereby, especially for any higher processing costs.
8. Partial or excess deliveries are only permitted with SV's express written consent. Any additional costs incurred as a result of this for dispatch and transport shall be borne by the Supplier. Excess deliveries may not be invoiced.
9. In the event of short or incomplete deliveries, SV shall be entitled either to reject them with the consequences set out in the preceding paragraph (in the case of unauthorised partial deliveries) or to assert its statutory warranty rights.
10. The Supplier is required to always indicate on all papers and delivery notes the designations such as purchaser, project number, order number. Each delivery must be accompanied by a delivery note. The Supplier shall be responsible for any consequences resulting from a corresponding omission.

V. Delivery timing/delayed delivery

1. Deadlines for delivery of the rental objects are absolutely binding and must be met without fail due to the special features described under Section I. The Supplier guarantees that the deadlines will be met.
2. The Supplier is obliged to notify SV immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery period cannot be met.
3. The unconditional acceptance of a late delivery of the goods shall not constitute a waiver of any claims to which SV may be entitled on account of the late delivery; similarly, full or partial payment shall not constitute an acknowledgement that

the relevant delivery of goods has been made in accordance with the order, these conditions or other regulations.

4. If the Supplier is in default, SV shall be entitled, after having first set a period of grace to no avail, to rescind the contract and claim damages or the additional cost of procuring a replacement.
5. If the Supplier fails to meet agreed dates for delivery of the rented goods and if he is responsible for such failure to do so, he shall pay 0.3% of the net invoice amount as a contractual penalty for each working day (Monday to Saturday) of delay in delivery.

The total contractual penalty is limited to 5% of the agreed net invoice amount. SV shall be entitled to deduct the contractual penalty incurred from the Supplier's invoices.

Should SV suffer a greater loss, it may claim compensation from the Supplier for all loss or damage caused by exceeding delivery dates. The contractual penalty shall be set off against any damage caused by delay.

Insofar as any delivery period is postponed on account of any justified claims by the Supplier for an extension of the delivery period or insofar as a new delivery period is mutually agreed between the parties, the above provision on contractual penalties shall also apply to the postponed or newly agreed delivery periods. In the event of delay, failure to comply with the new delivery date is therefore subject to a contractual penalty, without the need for a special agreement.

VI. Force majeure

A force majeure event is the occurrence of an unforeseeable event or condition beyond the reasonable control of either party, including natural disasters or catastrophes such as epidemics, nuclear accidents, fire, floods, typhoons or earthquakes, war, riots, sabotage or revolution, but not strikes, labour disputes or lockouts of the Supplier's personnel or its subcontractors. An event of force majeure shall release the affected party from its contractual obligations for the duration of such event, but for a maximum period of six (6) weeks. After expiry of this maximum period, SV and the Supplier shall be entitled – without prejudice to any other rights – to withdraw from the contract.

VII. Warranty

1. The Supplier is liable for defects in the rental objects until the end of the agreed rental period and is obliged to bear all expenses arising from or in connection with the liability for defects in accordance with the statutory provisions. Any of SV's further statutory claims remain unaffected.
2. The Supplier expressly guarantees the information given in the brochures and descriptions regarding the characteristics of the rental goods. He guarantees that the rented goods supplied are of the same quality, composition, shape, workmanship and presentation as the goods detailed in the description of the goods and the samples submitted or the specification of the order. The properties guaranteed in this way also apply to subsequent deliveries.
3. If the rented goods cannot be supplied in accordance with the original description, specification or sample, the Supplier shall notify SV of the discrepancy in sufficient time to enable SV to find another supplier if necessary. The deviation must be approved by SV. The same shall apply to any design changes

made after the contract has been awarded, even if such changes are in the interests of progress, and to any changes to the description of the rented goods.

4. The Supplier shall provide his supplies/services in accordance with the state of the art. He must comply with the laws and regulations applicable in the Federal Republic of Germany and the requirements of the authorities, observe court and official decisions and use the technical rules, standards and guidelines as a basis.
5. SV is not obliged to inspect the rented goods, especially if their packaging is not damaged. This also applies to cases where damage to the packaging was evident on delivery.
6. SV is entitled to determine the method of subsequent rectification. The Supplier shall be entitled to refuse the method of subsequent rectification chosen by SV if such rectification would entail disproportionate costs.
7. SV is entitled to remedy defects in the rented goods itself or have them remedied by third parties at the Supplier's expense if there is a particular urgency. Where possible, SV shall notify the Supplier before remedying the defects.
8. SV is entitled, but not obliged, to return defective rented goods to the Supplier at the latter's cost and expense.
9. The Supplier shall bear all additional costs arising from defects in the rented goods.
10. In the event of defects as to quality, the Supplier shall also indemnify SV against any arising claims by third parties, unless the Supplier is not responsible for the defect of quality.
11. The limitation period for claims for defects shall be at least three (3) years, except in cases of fraudulent misrepresentation, unless longer statutory periods apply or have been agreed between SV and the Supplier.

VIII. Personnel

1. The Supplier guarantees to have the necessary personnel as well as the necessary machinery and equipment at its disposal, which are required for the professional and timely execution of the contractual services.
2. The Supplier is obliged to comply with all laws applicable in the Federal Republic of Germany regarding the use of the rented goods. He is obliged to comply with all statutory provisions for the protection of the employee, in particular all provisions concerning the payment of the minimum wage and the payment of holiday fund contributions in accordance with the German law on the posting of employees (AentG) and the German law on minimum wages (MiLoG), as well as to comply with the collective bargaining regulations affecting his company.
3. The Supplier must ensure that any subcontractors and all subordinate subcontractors meet these requirements and are contractually obliged to do so. If doubts arise, the supplier is obliged to actively work towards compliance with the statutory provisions.
4. In particular, the Supplier must observe the rules and regulations of the employers' liability insurance associations, the accident prevention regulations and the generally recognised safety and occupational health rules. The Supplier guarantees the selection of the most suitable materials and components, the appropriate and proper execution, the

flawless functioning of the rented items and the suitability for the intended use in accordance with the specifications.

5. The Supplier shall indemnify SV in its internal dealings with the client against all claims which are brought against the client on the grounds of a breach by the Supplier or one of his subcontractors and all other subcontractors of the AEntG, the MiLoG and any other statutory provisions governing liability.
6. Furthermore, the Supplier undertakes to support the client in the best possible way in defending alleged claims against the client in this respect and, for example, to provide the client with the information required for this purpose.

IX. Subcontractors

1. Any involvement of subcontractors by the Supplier shall require SV's prior written consent. If the Supplier intends to have parts of the services to be performed carried out by subcontractors, he must specify in his offer the type and scope of the services to be carried out by subcontractors and the name, address and professional association of the intended subcontractors.
2. At SV's request, the Supplier must provide suitable evidence of the expertise, efficiency and reliability of the intended subcontractors; this includes proof that the subcontractors have fulfilled their statutory obligations to pay taxes and social security contributions and that they meet the requirements under commercial law.
3. The Supplier and its approved subcontractors shall only use suitable and qualified personnel. The Supplier shall impose all obligations on the subcontractors regarding the tasks they have assumed, and shall ensure that they comply with the obligations which it has assumed vis-à-vis the client. The same applies to the awarding of services by the subcontractor to other companies. If the Supplier uses subcontractors without prior written consent, the client has the right to withdraw from the contract and/or terminate it and/or claim damages.

X. Commercial proprietary rights

1. The Supplier is liable for the fact that the rental objects delivered by him with their designations and equipment may be distributed without restriction and in particular that no commercial proprietary rights (e.g. copyrights, patents, licences, utility and design patents) of third parties or corresponding legal provisions are infringed on.
2. The Supplier is obliged to indemnify SV against all claims arising from any infringement of such commercial proprietary rights. Furthermore, SV may demand compensation for any further damage, including loss of profit.

XI. Product liability

1. The Supplier guarantees that all rental objects offered and/or delivered by him comply with the standards, guidelines, regulations and other statutory provisions for distribution and intended use.
2. In the event of a product liability claim being made against SV by third parties, whether in or out of court, the Supplier shall be obliged to indemnify SV against such claims from third parties if and in so far as the damage was caused by a defect in the rented article, part, material or supplies supplied by the

Supplier. In cases of fault-based liability, however, this shall apply only if the Supplier is at fault. Insofar as the cause of the damage lies within the Supplier's sphere of responsibility, the Supplier must prove that he is not at fault.

XII. Insurances

1. The Supplier must insure the goods handed over against any kind of loss or damage.
2. Within a period of 14 days of the conclusion of the contract the Supplier shall furnish SV with evidence of the following insurance policies and undertakes to maintain them to the extent described above at least until acceptance:

Business liability insurance with a sum insured, in each case per damaging event: for personal injury of € 5 million and for property and financial loss also € 5 million. The respective sum insured is not a maximum liability limit.

The Supplier shall provide SV with unsolicited evidence of the conclusion of the above-mentioned insurance policies by sending it complete copies of the insurance contracts, together with a written declaration from the insurance company in which the latter undertakes to inform SV without delay if the insurance cover ceases for any reason whatsoever or if the insurance policy is cancelled.

All the Supplier's claims for payment shall become due for payment at the earliest after the Supplier has provided evidence of the existence of the insurance policies which he is obliged to take out. Before commencing fulfilment of the contract, the Supplier shall ensure that all subcontractors engaged by him have also taken out adequate business liability insurance. He shall provide evidence of this to SV on request.

XIII. Claims/compensation

1. Any claims against SV may be assigned to third parties only with SV's prior consent.
2. SV is entitled to assert its statutory rights of compensation and withholding, as well as the defence of non-fulfilment of the contract.
3. The Supplier may exercise a set-off or compensation right only in the case of undisputed or legally established claims.

XIV. Data protection and privacy

SV uses electronic data processing and for this purpose stores the Supplier's personal and business data in accordance with the GDPR (General Data Protection Regulation) or DSGVO in Germany.

XV. Confidentiality clause

1. All information, in particular of a technical, industrial, production-related, commercial and/or financial nature, which is made available or made available to the Supplier by SV, its affiliated companies or representatives shall be confidential, unless the confidential information (i) is or becomes public knowledge without the Supplier having breached this confidentiality obligation, (ii) was demonstrably not already lawfully known to the Supplier prior to receipt and without any obligation of confidentiality, (iii) is lawfully disclosed to the Supplier by third parties without any obligation of confidentiality, or if SV has given its prior written consent to the disclosure of the confidential information. The

confidentiality obligations shall apply irrespective of how the relevant information has been made available, whether orally, in writing or in any other way; the confidentiality obligation shall also apply to designs, drawings, descriptions, specifications, electronic media, software and corresponding documentation, samples and prototypes. Confidential information within the meaning of Clause 20.1 may only be used, reproduced and exploited by the Supplier in connection with and for the purposes of the purchase order and may only be made available to those persons in the Supplier's business who are required to be involved in the use of the information for the purpose of supplying SV and who are under a similar obligation of confidentiality to these provisions. The Supplier undertakes to take all necessary steps to ensure that confidential information is not made available to third parties, subcontractors or suppliers without SV's express prior written consent. At SV's request, all information originating from SV must be returned to SV in full without delay or destroyed.

2. SV reserves all rights to this information (including copyrights and the right to apply for commercial proprietary rights such as patents, registered designs, etc.)
3. Products manufactured on the basis of documents drawn up by SV, such as sketches or models, may not be used by the Supplier himself or offered or supplied to third parties. This shall also apply by extension to SV printing orders.
4. The above obligation of confidentiality shall apply for a period of five (5) years after termination of the contract, irrespective of the reason for termination.

XVI. Termination

1. The rental agreement cannot be terminated in accordance with the regulations.
2. The parties to the contract reserve the right to terminate the contract for good cause.

XVII. Final provisions

1. The place of fulfilment for all rights and obligations arising from the contractual relationship is the location of SV's registered office, unless otherwise expressly agreed.
2. The sole place of jurisdiction for all legal matters arising from the contractual relationship and all legal matters connected with or resulting from it shall be SV's registered office. SV shall also have the right to take legal action against the Supplier at his place of business.
3. The legal relationship between SV and the Supplier shall be governed by German law to the exclusion of international uniform law.
4. Should individual provisions be wholly or partially invalid, this shall not affect the validity of the remaining provisions. The Supplier hereby agrees that the invalid provision shall be replaced by a valid provision which comes as close as possible to the purpose and intent of the invalid provision.

Stuttgart, 30.03.2020.