



# General Terms and Conditions - Rental

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## General Terms and Conditions of Business for Rentals

*The following text is a translation of the German terms and conditions and is provided for your information only. In all cases of doubt or discrepancy, the German language version shall prevail.*

Arts Outdoor Lighting Technology GmbH & Co. KG (hereinafter referred as AO Lighting),  
Postal address: Arberger Hafendamm 22, 28309 Bremen, GERMANY  
Last updated: August 2016

- 1) All rented items are and shall remain the property of AO Lighting.
  - 2) The flawless functionality of all rented items is examined by AO Lighting prior to their being handed over to the company or individual hiring them (hereinafter referred to as the Customer). The Customer shall be obliged to examine the rented items when they are taken over to ensure that they are complete and free from defects and shall immediately report any defects or missing parts to AO Lighting. If the Customer fails to examine the rented items or does not report any defects or missing parts, the rented items shall be deemed to have been approved / without defects, unless the defect was not evident at the time of examination. If such a defect is discovered later, it must also be reported without delay following its discovery. Defects shall be reported in writing.
  - 3) If the rented items are defective at the time of being handed over or if a defect is discovered later, the Customer shall be entitled to demand rectification of the defects after having reported them in good time. AO Lighting may satisfy the demand for rectification either, at its discretion, by providing an equivalent rented item or by repairing the defective item.
  - 4) The Customer shall only be entitled to demand a reduction in price or termination of the contract in accordance with Section 543, paragraph 2, No. 1 and Section 543, paragraph 3 of the German Civil Code (BGB) if attempted rectification by AO Lighting proves fruitless. If the Customer fails to report the defect or reports the defect belatedly, the Customer shall not be entitled to demand a reduction in price on account of the defect nor to terminate the contract in accordance with Section 543, paragraph 2, No. 1 and Section 543, paragraph 3 of the German Civil Code (BGB) nor to claim damages.
  - 5) If several items have been rented out, the Customer shall only be entitled to terminate the complete contract on account of the defective nature of a single item if the rented items have been rented out as a complete unit and the defective nature significantly impairs the contractually presumed serviceability of the rented items as a whole.
  - 6) If the Customer rents technical complex equipment or equipment which is difficult to operate without making use of the specialist personnel recommended and offered by AO Lighting, the Customer shall only be entitled to demand rectification of the defect if he can prove that the defect has not been caused partly or entirely by operator errors.
  - 7) The Customer shall only be entitled to assert contractual and statutory claims for damages if they are based on a wilful or grossly negligent violation of duty by AO Lighting. Strict liability in accordance with Section 536, paragraph 1, of the German Civil Code (BGB) shall be excluded. In addition, AO Lighting shall also be liable for typical, foreseeable losses if they have been caused by gross negligence or wilful intent by a simple vicarious agent or by negligent violation of a substantial contractual duty by AO Lighting.
- Liability for loss of life, bodily injury or impairment to health shall remain unaffected by these limitations of liability.
- 8) The Customer shall treat the rented items with care. If the Customer has not booked service personnel from AO Lighting, the Customer shall be obliged to carry out all the necessary maintenance and repair work professionally and at its own expense during the rental period. In particular, the Customer shall repair all defects in lamps occurring during the rental period.

LIGHTS TO REMEMBER

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9) The rented items may only be installed, operated and removed in accordance with the technical rules and exclusively by qualified personnel. If items are rented without personnel from AO Lighting, the Customer shall ensure continual compliance with all applicable safety regulations, especially the accident prevention guidelines issued by the employers' liability insurance associations and the guidelines of the Association of German Electrical Engineers (VDE).

10) The Customer shall ensure a disturbance-free supply of electric power during the entire period of use of the rented items. The Customer shall be liable for any damage or losses due to power failures and interruptions or fluctuations in the power supply.

11) The Customer shall be obliged to obtain at his expense and in good time all permits required under public law for the planned use of the rented items. If installation is undertaken by AO Lighting, the Customer shall present the necessary permits to AO Lighting on request beforehand. AO Lighting shall not be liable for the permissibility of the Customer's intended use of the rented items.

12) In the event of the installation being undertaken by AO Lighting, AO Lighting accepts no liability in respect of the timely completion of the installation if the work of installation is delayed by inclement weather (e.g. storm, rain, snow or similar). Nor does AO Lighting accept any liability in respect of the planned lighting performance and functionality if these are hindered or adversely influenced by inclement weather.

13) The rented items shall be returned to AO Lighting's warehouse in full, in orderly, clean and faultless condition. The duty to return items shall also encompass any defective rented items, especially lamps and other small accessory parts.

14) If the agreed rental period is exceeded, the Customer shall inform AO Lighting of this fact in writing and without delay. Continued use shall not lead to an extension of the rental unless the parties have expressly agreed to this in writing. For every day by which the agreed rental period is exceeded, the Customer shall pay compensation equal to the agreed remuneration per day. This remuneration shall be calculated by dividing the originally agreed total price by the number of days of the originally agreed rental period. AO Lighting reserves the right to assert further claims.

15) If rented items, lamps or other small accessory parts are culpably damaged or lost, the Customer shall refund to AO Lighting the new value of the parts, unless the Customer can prove that AO Lighting has not incurred any loss or that the loss is considerably smaller.

16) The Customer shall have the right in accordance with the following rules to cancel the rental agreement in writing prior to the commencement of the rental period. However such cancellation shall only be valid if notified in writing.

In the event of such cancellation, the Customer shall be obliged to pay AO Lighting the following remuneration as compensation:

- a) in the case of cancellation 30 days prior to the commencement of the contractually agreed rental period, 20%;
- b) in the case of cancellation 10 days prior to the commencement of the contractually agreed rental period, 50%;
- c) in the case of cancellation 3 days prior to the commencement of the contractually agreed rental period, 80%.

The obligation to pay compensation shall not apply insofar as the Customer can prove that AO Lighting has not suffered a loss or that the loss is considerably smaller in magnitude.

17) The parties are mutually permitted to produce photographic and film works, including works created in a similar manner to such works, of the contract goods and the lighting effects produced by the same and in every respect use them for their own purposes. Any transfer to third parties for commercial purposes is excluded.

18) Place of performance shall be at AO Lighting's head office. The present Terms and all legal relations between AO Lighting and the Customer shall be governed by the laws of the Federal Republic of Germany.

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