



MEDIEN AKTIV SERVICE

Medientechnik für Events, Kongresse und Messen

General Terms and Conditions (GTC)

Nuremberg 2021

LED Videowalls
LCD Displays
Mobile Bildregie mit Kameras
Projektoren
Touchscreens
Beschallungen
Beleuchtung
Ambientebeleuchtung
Computer und IT-Technik

1. Object of the Contract

Devices may only be rented at the following rental conditions which are accepted by placing an order. An order is placed, at the latest, when the devices are collected or delivered or the service is performed. Our offers remain non-binding

2. Rental Period and Billing

The rental period will commence when the devices are handed over to the Renter and will end when the devices are returned to the Owner. The rental period will be billed at the daily rate for the number of days the devices are rented. Devices may be rented free of charge for 1 setup and removal day. If longer than 3 hours, rehearsal days will be billed at 50% of the daily rate (including on the setup day). Rates do not include planning expenses. If the return of the rented devices is delayed, the additional rental period will be billed.

3. Transportation and Delivery

Transportation and delivery costs must be borne by the Renter. In case of unforeseen incidents for which the Owner is not responsible, e.g., strikes, lockouts, accidents, traffic, operational disruptions, etc., the Owner may postpone the start of the rental period for the as long as the hindrance persists or may withdraw from the rental contract, irrespective of whether these incidents affect the Owner or a supplier of the Owner. Claims for damages of the Renter are excluded.

4. Use of Rented Devices

Rented devices will remain our exclusive property. The Renter must use rented devices with proper care, comply with all rental, usage and maintenance obligations and follow the usage instructions of the Owner. The Renter may not make changes of any kind to rented devices. Further renting is not permitted.

Any concepts, plans or sketches prepared for the rental or rented devices are subject to copyright and may not be provided to third parties.

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5. Damages and Liability

The Owner is liable for ensuring the functional condition of the devices at the time of the handover. If rented devices break down due to technical defects or damage, the Owner must be notified without undue delay. Subsequent rent reductions are not possible. The Owner may replace the devices or withdraw from the contract. Claims to compensation for damages of the principal, Renter or third parties due to breakdowns/partial breakdowns of rented devices, force majeure, unforeseeable incidents, direct or indirect financial losses, material damage or personal injuries are excluded, including against our employees, agents and subcontractors.

The Renter will be fully liable for any theft of or damage to the rented devices, including if caused accidentally and if requiring repairs or complete replacement, for the rental period. The same applies to damage caused by improper treatment or use. The Renter will be responsible for the safety of rented devices even if our staff is present. The Renter will also be fully liable for any damage to or unavailability of our devices caused by seizure or attachment. By accepting the rented devices back, the Owner does confirm that the rented devices were taken back in defect-free condition. The Owner reserves the right to thoroughly review the devices after they have been returned.

6. Withdrawal of the Renter, Cancellation

If the Renter withdraws from the rental contract for any reason, the resulting cancellation fees or lost rent must be borne by the Renter. This also applies in case of partial cancellation.

Up to 14 days before the rental period, all planning and preparation costs must be refunded by the Renter. The same applies to staff and reservation costs of third parties.

Up to 14 days before the rental period, the cancellation fee is 60% of the total.

Up to 7 days before the rental period, the cancellation fee is 80% of the total.

Up to 3 days before the rental period, the cancellation fee is 100% of the total.

Special agreements and regulations depend on the type of event and rented devices and must be concluded in written form.

7. Insurance

Rented devices are not insured. In case of damage, the Renter will be liable for the repair or replacement costs of the devices. Damaged or unreturned devices must be replaced without undue delay and compensation must be provided for the period for which these devices cannot be rented.

8. Payment Conditions

Rental and service rates are stated plus VAT. Invoices must be settled immediately without deductions. The Owner reserves the right to advance payment or other payment conditions and may collect debts immediately. If our invoices are not paid for more than 14 days after the invoice date, the Owner may charge default interest of 5% above the base rate of Deutsche Bundesbank. Resulting attorney's fees and court costs must be fully borne by the Renter.

9. Final Provisions

Changes to this contract must be made in written form. Should a provision of this contract become ineffective, this will not affect the effectiveness of the remaining provisions.

Nuremberg, Germany, serves at the place of jurisdiction and the place of performance.