

Renting conditions

§ 1 The renting good is provided only for the agreed purpose and the agreed time. The lessor is authorized to bill for an additional rent if the renting good is not available at the latest 2 days after the agreed let. For the measures, indicated in the leaflet, forms and colours the lessor reserves useful deviations for himself. The customer must be billed for orders in advance and reserved renting good fully which is not taken. If another letting out is still possible, the customer bears the caused costs for the transport and removal as well as the possible loss of rent. The tenant has to make sure at take-over of the completeness and the proper condition of the renting parts. Improvements can only be reported within 24 hours after take-over.

In the case of acts of god or justifiable fault the lessor supplies the tenant with equal or better spare parts instead of the ordered renting products. Claims cannot be asserted from these substitute deliveries. The tenant has to treat the renting good carefully. The renting good has to be ready for collection provided after completion of the event.

§ 2 Transport is not contained in the rent and will be charged due to supply or effort. The renting good travels also at a freight paid agreement on the risk of the tenant.

§ 3 Costs for putting, stitch up or stick together of floor covering and protection foil is not included in the rents. These services must be ordered and calculated separately.

If you particularly do not contradict, the lessor presupposes that the tenant agrees to the unavoidable offcut which is calculated at the selling price which can arise in embarrassment result from putting columns, level set, machines etc. with this.

Strong pollutions, particularly caused of oil and water spots are for debits of the tenant if the floor covering fails for further renting. In this case the floor covering changes into the property of the tenant in calculation of the re-procurement cost.

The rented wall elements mustn't be damaged by screwing, sticking or painting. On inquiries, professional aids e.g. to the mounting of graphic panels or big photos etc. are available. In Case of damaging of the booth components or other renting parts, caused of the customer or his representatives, in any form of sticking, nailing or screwing the costs of the repairs or re-procurement must be paid by the customer.

§ 4 The adhesion of the tenant starts with the delivery of the renting good and ends with the removal. For damaged or lost renting good the tenant has to replace the costs for the replacement plus the agreed rent. If the tenant cancels one assigned apply, are all costs and efforts arising until this time must be paid by tenant.

§ 5 No longer usable renting good or components etc. manufactured at the selling price which ones have been billed for the tenant, are stored for not more longer than 4 weeks. If no written agreement is carried out via the collection or chargeable storage at this time, these things can be destroyed without an additional remark. We do not assume any liability for data left to us as e-mail or CD-ROM, diskette etc.

A return is carried out only on an particularity question within 4 weeks after ending of fair.

§ 6 The prices indicated in the leaflet and supply are net prices. The value added tax valid on the day is imputed. The prices are payable without every discount. The rent gets due at accounting or is payable 50% at order and 50% at booth take-over.

Foreign cheques will be assumed with a with an extra payment of € 25.00 at the moment. Delay in payment enters 10 days after event end. Default interest can be calculated at a delay in payment of 4 weeks.

§ 7 It has to be absolutely taken into account that our objects rented out or others are not insured. The legal liability of the tenant starts with the delivery to the stand and ends with the collection by the lessor. Even if the tenant has left the booth already for more than 24 hours. The tenant is liable for damages and loses. It is urgently therefore advisable to effect an insurance including the construction and reduction times. For objects left in furniture or boothes no liability is assumed.

§ 8 The tenant immediately communicates with the lessor, if

- a) the renting good was not delivered completely in accordance with the order,
- b) the renting good was damaged
- c) the renting good was stolen

§ 9 The tenant is entitled to a resignation if the lessor can offer no equal substitute or improvement because of a legitimate complaint.

§ 10 Place of performance and place of jurisdiction are for the two parties Essen or the district court Essen. This agreement is in every case for merchants and in accordance with § 38 for II ZPO when the tenant does not have any general place of jurisdiction in the inland. Without exception German law is valid. Should some parts of this contract be invalid, is not the validity of the other regulations touched. The rights of the customer from the contract are not transferable. The renting conditions keep their validity also at subsequent orders.