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ORGATECH
Messe- und Eventausstatter
MIETEN KAUFEN EINRICHTEN

GTC

General Terms and Conditions of Pro Orgatech

I. General provisions

1. These General Terms and Conditions regulate the contractual relationships between Pro Orgatech and our renters. Any of our renters' general terms and conditions apply only upon express written confirmation by Pro Orgatech. In addition, these General Terms and Conditions are only exceeded by provisions established by and between us and our renters on an individual basis and set down in writing. Our General Terms and Conditions apply to all future contractual relationships between our renters and us, even if they are not referenced in individual cases.
2. All our offers are freely revocable as long as we have not incorporated an express and written binding period.
3. Conditions published by us, including but not limited to announcements in catalogues or brochures, are not in themselves deemed offers in a legal sense.
4. Any valid conclusion of a contract requires a valid written agreement or order from our renter as well as our written order confirmation and/or delivery corresponding to the renter's order.
5. In consideration of our own requirements, we generally only accept requests for changes to placed orders if they are communicated to us in writing or by telephone at least 7 days before the agreed upon delivery date. Irrespective thereof, any binding contract requires our express written confirmation. We are entitled to invoice a reasonable fee to our renters for any extra efforts made internally (particularly personnel-related) or externally (particularly transport- and warehousing-related) in connection with their requests for changes.

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II. Rent terms

1. Rental period

1.1 The rented items will be provided to our renters only to be used for the agreed upon purposes (“application”), for the agreed upon period (including but not limited to the duration of an event) and at the agreed upon location.

1.2 Every day or part thereof will be deemed to be a full day for rent calculation purposes.

1.3 Generally, we will pick up or accept return of rented items after the end of an application only during our regular business hours. Should an application end outside of our regular business hours, we will not be obligated to pick up or accept return of the rented items until the following day. In this case, the rental period will not end until that day.

2. Rental prices, transportation fees and payment

2.1 Our prices will apply for the agreed upon duration in accordance with our applicable price list.

2.2 If we receive an order less than 48 hours before the start of the intended application, the rental price will increase by 50 percent of our applicable list price.

2.3 Our renters will bear the cost of delivery of the rented items to the agreed upon location and the costs for pick-up. Minimum costs will be EUR 54.00 plus applicable valued added tax.

2.4 Any special services requested by our renters will be charged based on costs incurred by us and our applicable hourly fees. This regulation particularly applies to the installation of the rented items and the laying or gluing of floor coverings. For extra hours and work at night, on Sundays and on holidays in accordance with the order we will charge fees in line with market conditions.

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2.5 Costs incurred for any waste resulting from the necessary cutting of floor coverings to meet our renter's order will be billed to our renter separately.

2.6 Fifty percent of our contractual receivables will become payable, at the latest, two business days prior to the start of the application or, in the case of later order placement, on the day of order placement but prior to the start of the application. If our renters have not paid the full amounts due, we will be entitled to fully retain our services; our contractual rights will remain unaffected thereby. The remaining 50 percent of our contractual receivables will become payable 7 days upon invoicing but, if no other agreements have been made, not before the end of the application of our rented items.

2.7 We reserve the right, including with our regular renters, to make handover of the rented items conditional on payment of a deposit or other security in accordance with standard banking practice for the full contractual amount and in consideration of the advance payments described under 2.6.

2.8 For invoiced amounts below EUR 50.00 per order we will charge an administrative fee of EUR 6.00.

2.9 Our international renters are obligated to fully reimburse us for banking fees incurred by us for international payments in connection with settlement of our invoices. For administrative costs beyond the above amounts incurred by us for international payments we are entitled to charge a fee in the amount of EUR 10.00 per bank transfer from abroad.

2.10 All our prices and price components are exclusive of applicable value added tax, currently 19 percent.

3. *Delivery and pick-up*

3.1 Our rented items will be delivered to the location ("place of delivery") or, respectively, provided for pick-up at a location defined by us over a two-day period before the start of the application. If our renters request provision or delivery of the rented items at an earlier or defined time, they must inform us thereof at least 7 days before the start of the application. Our renters are only entitled to demand early delivery or provision by virtue of an express written agreement. In this case, the rent period will be extended accordingly.

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3.2 In the event we do not comply with our duty to perform at all or not as agreed upon even though it has fallen due, our renters may set a reasonable deadline for performance or supplementary performance. Such deadline is in general only reasonable if we are granted the opportunity to render performance in a timely manner before the first intended application by our renters of the rented items. If we do not succeed in delivering the rented items within the agreed upon time and if it can be determined that we will not be able to deliver them by the time intended for the application or if we declare such inability, our renters can cancel the contract. Item 5.8 (Liability) will remain unaffected thereby. Our renter's right to cancel the contract will be limited to the individual portion of the contract for which the delayed delivery occurred; any framework or long-term contractual relationship will remain unaffected by such cancellation.

3.3 Our renters know that we are a growing company and intend to rent out our products as often as possible. Particularly in this context, delays by our suppliers or delays in the return of items by previous renters may occur. We will be released from our duty to perform to the extent that, despite reasonable efforts, our suppliers did not fulfill their supply contracts with us. In this case, we will promptly inform our renters about the unavailability and immediately reimburse them for any monies paid. The same applies in the event of force majeure or other incidents beyond our control (strike, lockout, natural catastrophes, etc.

3.4 If no other agreements have been made, we will pick up the rented items after the end of the application at the place of delivery ("place of pick-up"). After the end of the application, our renters must place all rented items at the place of pick-up in such a timely and practical manner that we can pick them up unhindered immediately after the end of the application. Our renters are obligated to place the rented items for pick-up in such a manner that they can be accessed by us without problems and that they are safe from harm.

3.5 If the rented items are not provided to us for pick-up or returned to us until the end of the rental period, if we do not find the rented items at the agreed upon place of pick-up or if the rented items are in a condition in violation of the contract, we will be entitled to charge additional rental fees for every day or part thereof by which pick-up of the rented items is delayed. These fees will be in the amount of the respective daily rental amount. In addition, we will be entitled to charge the extra costs incurred by us

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internally (particularly personnel-related) or externally (particularly transport- and warehousing-related) in accordance with our regular tariffs. The right to claim further damages will remain unaffected thereby.

3.6. If our renters request that the rented items be picked up at a certain time, such time must be agreed separately when placing the order.

3.7. We will be entitled to access the rented items at any time and, upon prior consent from our renter, to inspect them or have them inspected by our representatives.

3.8. The application of the rented items at a location other than the contractually agreed upon location or for another purpose will require our previous consent. If our renters do not obtain our consent beforehand, this may result in us bringing forward claims against our renters, including but not limited to the immediate cancellation of the rental agreement.

4. Liability

4.1 Our renters must inspect the rented items for completeness and the orderly and contractual condition of the rented items immediately upon receipt, to the extent that such inspection is practicable in regular business operations. Any defects must be communicated to us in writing promptly, in urgent cases orally (in person or by phone) before such written notification by indicating the alleged defects in detail. Delivery of wrong items or incorrect quantities will also be deemed to be defects. Complaints about obvious defects must be communicated to us immediately and before the intended use of the rented items, to the extent that this is practicable in regular business operations. Failure to communicate defects in due time is deemed acceptance of the goods, except if the defects were not noticeable at the time of inspection. Our renters will lose the rights they would otherwise have based on the defects. Should a defect be noticed at a later time, including but not limited to non-obvious defects, it must be communicated to us promptly after detection; otherwise the goods will be deemed to have been accepted. Our renters must inform us if the quantity of rental items in any delivery exceeds the agreed upon quantity.

4.3 Items rented from us are suitable for the contractually agreed upon purposes. Our renters are aware that our rented items are intended for multiple use and that the rented items are, therefore, generally neither new

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nor free of signs of usage when provided to our renters. Minor aberrations in the processing, the external appearance, the measurements and the colors, including but not limited to printed material, that our renters can reasonably be expected to accept will not be deemed defects.

4.4 In the event we are obligated to execute supplementary performance, we can, at our discretion, deliver proper replacements in accordance with the contract or remedy any defects. To the extent practicable in regular business operations, our renters must grant us a minimum of two attempts at supplementary performance prior to the start of the contractually agreed upon application. In addition, we are entitled to make further attempts at supplementary performance if practicable in due time prior to the start of the contractually agreed upon application. If the supplementary performance fails, if our renters cannot be expected to accept it or if we refuse to execute it, our renters are entitled to reduce the rental price accordingly.

4.5 The double-sided adhesive band we use to install floor coverings may cause damage or leave a residue on some surfaces. Our renters are obligated to test the compatibility of the surfaces they provide; to this end we can, upon request, provide them with a sample of our adhesive band. Our renters will assume liability for any damage incurred. Our liability pursuant to 5.8 will remain unaffected thereby.

5. Liability, transfer of risk, insurance

5.1 Our renters must treat the rented items with due care. If the renter or third parties cause any loss of or damage to the rented items during the application while the rented items are the responsibility of the renter, the renter must reimburse us provided that the damage or loss concerns risks in the renter's realm of responsibility and control. This regulation particularly applies to damage to and staining of floor coverings or damage through, color or other stains on rented items. To the extent that our renters are liable and that our rented items can no longer be used, our renters must reimburse us for the costs of replacement or repair as well as for our lost profit, including but not limited to lost rental fees.

5.2 Our renters will assume the risk for shipment and transportation.

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5.3 We will insure the rented items within the framework of market-based exhibition and transportation insurance for the duration of the contractually agreed upon application, including delivery, pick-up, transportation to the agreed upon (application) location and return transportation to our premises. For the premiums payable by us and for our related internal (particularly personnel-related) or external (particularly consultation-related) costs we will add to each invoice an additional amount of 3.5 percent of the net rental price for the respective contractually agreed upon application plus applicable valued added tax. Any direct liability by our renters vis-à-vis us will remain unaffected thereby.

5.4 Our renters must inform us immediately if rented items have been lost or damaged or if third parties have asserted any rights in the rented items.

5.5 We will scrutinize all rented items immediately after pick-up or return. If we notice flawed, defective, damaged or missing items, we will inform our renters in a written report and we will grant our renters the opportunity, within a reasonable period of time, to review our findings on our premises to ascertain their correctness. Our renters are aware that we have to rent out our items as soon as possible after receiving them back and that we, thus, depend on quick clarification of problems. If our renters culpably do not accept our offer to review our report in due time and if they do not make any material comments on our report, they will be deemed to have accepted the correctness of the report.

5.7 In the event of theft or other loss of rented items, immediately after identifying the loss our renters must inform us in full in writing and orally before the written notice regarding the circumstances. In addition, they must report the theft to the local police. Failure to comply with these obligations may result in our renter assuming personal liability vis-à-vis us, including but not limited to when the incident results in loss of insurance coverage.

5.8 We assume full liability for damages arising from death, bodily injury or damaged health based on either our own negligent violation of our duties or on intentional or negligent violation of our duties by our legal representatives or agents. We assume full liability for other damages based on either our own negligent violation of our duties or on intentional or grossly negligent violation of our duties by our legal representatives or agents. In principle, we assume liability for every culpable violation of material

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contractual duties (cardinal duties), except if we are released from an applicable liability by virtue of a commercial custom. The amount of such release will be limited to replacement of the damage typically to be expected as a consequence of culpable violations of material contractual duties. We will not assume any liability beyond the above mentioned cases, including but not limited to liability for damages caused to our renters by the rented items or caused by the delay of remedy of defects; this regulation applies regardless of whether a defect is present at the time the contract is concluded or appears at a later time.

6. Termination, refusal of acceptance

6.1 Pursuant to the contract, the contractual relationship will terminate at the end of the respective application for which the rented items have been rented from us and upon recovery of the property by us at our company premises or at the location defined by us. Early termination will only be permitted for important causes. Important causes shall mainly comprise cases in which our renters fail to comply with their obligation to make a partial payment in due time pursuant to 2.4. ! § 543 of the German Civil Code will apply. After a legally valid termination, we will be entitled to pick up the rented items from our renters and to use them for any other purposes; if the legally valid termination was pronounced by us, pick-up costs will be borne by our renters. Our renters must grant us access to the rented items and facilitate return transportation. Other rights which we may have will remain unaffected thereby.

6.2 If our renters do not accept the items ordered, they must pay the agreed upon rental price in full or pro rata, if and when we cannot otherwise rent out the items for the agreed-upon period. Our renters must, at our discretion, reimburse us for contractually agreed upon or actually incurred costs for the futile delivery and return transportation of the rented items.

III. Final provisions

1. Right of retention.

Our renters are only entitled to offset undisputed or validly determined, due counterclaims against our claims. Our renters are entitled to exercise their right to retain only if this right is based on the same contractual relationship as our claim.

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2. Statute of limitations.

2.1 Claims for warranty, including claims for damages, brought forward against us based on defects in new items sold by us will be time-barred up to one year starting with the statutory beginning of the limitation period, if our renters are not end consumers. Related rights to rescind a contract can also be brought forward only in this period. Claims for warranty, including claims for damages, brought forward against us based on defects in used items sold by us will be time-barred up to one year starting with the statutory beginning of the limitation period. Related rights to rescind a contract can also be brought forward only in this period.

2.2 Claims for warranty, including claims for damages, brought forward against us based on defects in items rented out by us will be time-barred up to one year starting with the statutory beginning of the limitation period. Related rights to rescind or terminate a contract can also be brought forward only in this period.

2.3 Any claims for damages brought forward against us that are not based on defective items will be time-barred upon expiration of an 18-month period starting with the statutory period of limitation, provided they are not related to claims based on death, bodily injury or damaged health and not related to any liability for intentional or gross negligent violation of duties by us, our legal representatives or agents.

3. Place of performance.

To the extent admissible by law, the place of performance for our deliveries and services will be Stuttgart, Germany.

4. Legal venue.

The exclusive legal venue for any disputes arising from or in connection with this contract and the fulfillment thereof will be Stuttgart, Germany, if and when our respective renter is a merchant, a legal entity under public law or a federal fund under public law and if the claim is directed against us. If and when a claim is directed at one of our renters and he or she is a merchant, a legal entity under public law or a federal fund under public law, Stuttgart, Germany, is the optional venue.

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5. *Applicable law.*

All legal consequences arising from or in connection with this contract and the fulfillment thereof will be exclusively subject to German law, provided that this does not conflict with mandatory legal provisions.

The application of standardized purchase laws will be excluded.

6. *Severability.*

Should any provision of these General Terms and Conditions be or become invalid or unenforceable or should they contain a gap, the validity of the remaining provisions will be unaffected thereby.

Stuttgart, Germany, September 2002

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