

General Terms and Conditions of Lease of Jost Veranstaltungsservice GmbH

Clause 1 Area of applicability

Clause 1.1.

Jost Veranstaltungsservice GmbH, Felix-Wankel-Str. 20, 55545 Bad Kreuznach, Germany (hereinafter referred to as "Lessor") leases out toilet containers, podiums, tents, tent halls etc. including accessories to consumers and enterprises (hereinafter referred to as "Lessee") based on the General Terms and Conditions set out below. For the purposes of these General Terms and Conditions, enterprises are defined as natural persons, legal entities or partnerships with legal personality that are acting in a commercial or self-employed capacity upon entering into a legal transaction, hence the industry, commerce, crafts, trades, self-employed persons and other enterprises such as schools, universities, authorities and associations. For the purposes of these General Terms and Conditions, consumers are natural persons with which the Lessor enters into business relations without it being possible to allocate a commercial or self-employed activity to these persons.

Clause 1.2.

Any general terms and conditions of business deviating from or in addition to General Terms and Conditions are expressly objected to; they shall apply only to the extent that these have been confirmed in writing by the Lessor. Upon placing its order, the Lessee accepts the General Terms and Conditions of the Lessor. They shall also apply to all future transactions.

Clause 2 Conclusion of contract

Clause 2.1.

The offers of the Lessor are without obligation and become binding only upon the written order confirmation of the Lessor. The Lessor is permitted to lease out a subject of the contract to the Lessee other than the one offered if this is equally suitable for the use intended by the Lessee and can be reasonably expected of the Lessor. Photocopies, drawings, dimensions, weights or other performance descriptions are binding only if confirmed in writing by the Lessor. The Lessor shall not be liable for errors as a result of any printing errors.

Clause 2.2.

By placing its order, the Lessee confirms that the products of the Lessor shall be used in the Lessee's areas of activity and shall remain there, unless the passing on thereof to third parties has been expressly agreed in writing.

**address**

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Felix-Wankel-Str. 20
D-55545 Bad Kreuznach

contact

Phone: +49 (0) 671 / 92 04 76 1
Fax: +49 (0) 671 / 92 04 76 2
www.jost-vs.de | event@jost-vs.de

bank

Sparkasse Rhein-Nahe
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BIC: MALADE51KRE

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Clause 2.3.

There are no additional agreements, amendments, supplements and / or other deviations. They shall be valid only if the Lessor has given its consent thereto in writing. The services presented by the Lessor in advertising material, on its own website or in other media are not a binding offer on the part of the Lessor.

Clause 2.4.

If a consumer leases the subject of the contract through means of distance communication, he shall immediately receive confirmation of receipt by the Lessor, which shall not, under any circumstances, be considered a binding acceptance of the lease offer but may be combined with a separate declaration of acceptance. Upon written request by the consumer, the Lessee shall be sent the text of the contract and these applicable General Terms and Conditions by e-mail.

Clause 3 Subject of the contract

Clause 3.1.

The Lessee is obliged to obtain any official permits required for the erection of the subject of the contract on public paths, roads or places. The Lessee shall apply for the acceptance prescribed by regional building regulations with the competent authority at an early stage as this is carried out in the presence of the erecting engineer before handover of the unit/facility to the Lessee. The Lessor shall make the inspection log book required for this purpose available for as long as required. It may only be used for submission to the authority carrying out the acceptance because drawings and statics calculations are protected by copyright. The inspection log book contains an originally verified calculation of the statics with an inspection report of an Inspection Office for Structural Engineering Statics [Prüfamt für Baustatik], a model approval and any transfer permit as well as forms for the acceptance. Special designs shall be treated separately – depending on the model and place of erection. All the requirements laid down upon acceptance shall be met by the Lessee, unless they concern the subject of the contract as such. The required fire extinguishers, emergency lighting and signage shall be affixed by the Lessee and kept ready for operation. The acceptance fees shall be paid by the Lessee. The Lessee shall certify proper handover of the finished unit/facility to the erecting engineer of the Lessor. Furthermore, the Lessee is obliged to provide exact hall plans and a verified overall site plan of the site four weeks before the start of erection. The construction site shall be made available by the Lessee with a sufficient time for set- up and dismantling work. In the event of any interruptions in the set-up and dismantling work that become necessary or insufficient time for which the Lessee is responsible, the additional expenses incurred as a result of this shall be borne by the Lessee. Clause 4.2 applies accordingly.



Clause 3.2.

The Lessee shall ensure that the ground of the site is level and the subject of the contract can be erected upon it. It shall restore the original state of the site after the end of the dismantling work. If this is not possible, the ground shall be levelled, the costs of which shall be borne by the Lessee. Access and exit routes as well as the construction site must be negotiable by road trains with a payload of up to 40 t. The Lessee or its authorised representative shall determine the exact place of erection and give instructions in this regard. The Lessee shall be responsible for any consequences occurring as a result of the unsuitability of the terrain. The securing, enclosure and lighting of the construction site and the detection of the location of underground and overhead power lines is the responsibility of the Lessee. The Lessee shall put up a construction notification in due time and ensure that the requirements of the regional building regulations for mobile constructions and, if applicable, the Regulations on Places of Assembly have been observed in terms of safety distances, emergency exits etc. The Lessee shall make sufficient space available to the Lessor within the construction site for a building container or a suitable, lockable room and, if possible, toilets and washing facilities. Clause 4.2. applies accordingly.

Clause 3.3.

The Lessee is obliged to use the subject of the contract only as intended in the contract. Furthermore, the Lessee is obliged to treat the subject of the contract appropriately and have it operated by trained personnel only. It shall carry out any required maintenance and servicing measures notified to it itself, taking account of statutory provisions. In particular, the Lessee shall ensure that roofs are immediately cleared from the snow load in the event of significant snowfall. The Lessee is obliged to everything that can be reasonably expected of it to minimise any damage, also caused through force majeure. The Lessee may not carry out, have carried out or tolerate any further repairs or modifications to the leased property. All the consequences arising from this shall be for its account. In particular, a tent frame may not be used as hanging apparatus, particularly for heavy loads. Damage or modifications to the subject of the contract by painting scaffolding components and flooring, any adhesive affixtures, drilling of holes and similar are not permitted. The costs of any required restoration of the original state shall be borne by the Lessee. Anyone who moves or removes construction parts or bracing and moves emergency exits or makes them unusable is liable to punishment under construction laws. If construction parts, roofing or covering should loosen or come off, the Lessee is obliged to immediately notify the Lessor and initiate the required securing measures. In the event of imminent danger from a storm or severe weather, the Lessee or the user of the subject of the contract obliged in this respect by it shall immediately seal off all exits and entrances and if necessary, have the subject of the contract cleared of people.

Clause 3.4.

The Lessee is obliged to ensure that the Lessor has access to the subject of the contract at any time so that it can carry out technical inspections of the condition and functionality of the subject of the contract or have these carried out. If access is not ensured by the Lessee, the Lessor shall be considered to have rendered its performance. Any complaints shall then no longer entitle to the Lessee to reduce the rent.



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Clause 3.5.

The Lessee shall insure the subject of the contract against damage, destruction, theft or loss. The Lessee shall bear the risks resulting from this and shall notify the Lessor immediately of the occurrence of one of the events named above. This shall apply even where it is not responsible for the event.

Clause 3.6.

If the Lessee acts as an entrepreneur within the meaning of Clause 1, it is obliged to insure the subject of the contract against burglary, theft, fire and water damage, transport risk to and from the place of use and – as far as insurable – force majeure. The Lessee shall furnish suitable proof to the Lessor that such insurance has been taken out. Claims based on this insurance are hereby assigned to the Lessor, who accepts the assignment. In the event of damage, the Lessee is obliged to immediately inform the Lessor in writing. The Lessee hereby assigns any claims it has against third parties for compensation to the Lessor insofar as the Lessor is also entitled to these against the Lessee. The Lessor accepts this assignment.

Clause 3.7.

The subject of the contract shall be erected at the location agreed between the Lessor and the Lessee. Moving the subject of the contract away from the contractually agreed location requires the written approval of the Lessor. The Lessor shall be notified of the new location. All risks involved in the transfer to the new location shall be borne by the Lessee. The Lessee shall ensure the suitable quality of the substrate, the accessibility and the required utility connections (particularly wastewater, water and electricity).

Clause 3.8.

Any permission of use by third parties is prohibited. Clause 2.2. applies accordingly.

Clause 3.9.

If the subject of the contract is combined with a plot of land, a building or a unit/facility, this shall not become an integral part within the meaning of Section 95 of the German Civil Code. The subject of the contract must be returned after termination of the lease agreement.

Clause 3.10.

If third parties assert rights to the subject of the contract – seize it for example – and thus take possession of the object, the Lessee is obliged to immediately notify the Lessor thereof in writing so that the Lessor can bring legal action pursuant to Section 771 of the German Code of Civil Procedure. The Lessee shall bring the attention of the seizing party or the third party intervening in any other manner in the subject of the contract to the existing rights of Lessor. If the Lessee fails to do so and the third party does not release the reserved goods in favour of the Lessor, the Lessee shall be liable for the damage suffered in this connection by the Lessor, particularly for the court and out-of-court costs of legal action pursuant to Section 771 of the German Code of Civil Procedure incurred by the Lessor and not otherwise reimbursed.



Clause 3.11.

The costs of the loading and the transport of the subject of the contract, waste disposal and the maintenance of the subject of the contract during the lease period shall be borne by the Lessee. However, the performance of maintenance shall otherwise be for the account of the Lessor.

Clause 4 Delivery

Clause 4.1.

All provision and delivery dates and periods must be confirmed in writing. They are subject to unforeseen production disruptions and punctual delivery by sub-suppliers of the required primary materials.

Clause 4.2.

The Lessor shall not be responsible for any delays if the Lessee fails to fulfil its obligations to participate or fails to do so in due time, particularly if it is responsible for obtaining official permits and implementation plans or clarifying technical details, the condition of the substrate, accessibility and the required utility connections (particularly waste water, water and electricity) or making down payments. Clauses 3.1. and 3.2. apply accordingly.

Clause 4.3.

The Lessor shall not be responsible for delays in delivery where these are based on force majeure, which also includes industrial disputes at its own or at third-party business establishments, official orders or transport delays. In such cases, the performance obligations of the Lessor shall be suspended for the duration of the hindrances, which occurred as a result of the force majeure plus a reasonable start-up time.

Clause 4.4.

The Lessor shall not be liable for a transport undertaking engaged by the Lessee in the event of delayed delivery or return of the subject of the contract. Clause 6 applies to a transport undertaking engaged by the Lessor. If the Lessee transports the subject of the contract itself, it is responsible for professional execution. In the event of the damage to or destruction or loss of the subject of the contract, it shall be liable to the Lessor for the damage occurring.

Clause 4.5.

The Lessee is responsible for professional unloading in due form and the connection of the subject of the contract to the prepared utility connections upon unloading, unless otherwise agreed. The costs of delivery, erection and dismantling as well as the final cleaning of the subject of the contract are not included in the rent.

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Clause 5 Warranty

Clause 5.1.

The Lessor shall be liable only if the Lessee cannot achieve the contractually agreed purpose of use for reasons attributable to the leased property or the usability of the subject of the contract is considerably restricted.

Clause 5.2.

The Lessee shall inspect the subject of the contract for any defects immediately after delivery. Obvious defects cannot be asserted after such time. Other defects shall be notified to the Lessor immediately after gaining knowledge thereof. The defective items shall be made available to the Lessor for inspection and examination in the state in which they were in at the time when the defect was discovered. Unless otherwise agreed, further claims of the Lessee shall be excluded except for claims to a reduction of the rent. The Lessor shall not accept any liability for lost profit or other financial losses of the Lessee based on a defect in the subject of the contract.

Clause 6 General limitations of liability

Clause 6.1.

To the extent permitted by law and except where otherwise specified in these provisions, the Lessor shall be liable for damages only in case of intent or gross negligence. This limitation of liability shall apply to every claim asserted whatever the legal ground and thus includes particularly claims based on an infringement of contractual or out-of-court obligations or statutory claims or obligations upon the initiation of the contract.

Clause 6.2.

Except in case of intent or gross negligence, the Lessor shall be liable for typical and foreseeable damage only in case of culpable breaches of duty. The liability of the Lessor is also excluded for damage caused to the legal assets of the Lessee by the leased property. In particular, the Lessor shall not accept any liability for lost profit or other financial damage of the Lessee.

Clause 6.3.

Furthermore, the Lessor shall be liable only based on the Product Liability Act and in the event of injury to life, body or health or on account of the culpable breach of essential contractual obligations.

Clause 6.4.

Insofar as the liability of the Lessor is excluded or limited, this shall apply to the personal liability of its salaried employees, workers, representatives and vicarious agents accordingly.



Clause 6.5.

All damage which the Lessee could have averted if due care had been applied or which occurs through the culpable conduct of the Lessee shall be for its account. The Lessee shall be liable for all property damage and injuries occurring for which it is responsible as a result of the operation and use of the leased property. In particular, the Lessee's attention is drawn to the necessity of it taking out visitors' and third-party liability insurance.

Clause 7 Term of the Lease Agreement

Clause 7.1.

The lease period begins on the contractually agreed date. If the subject of the contract is delivered on a later date for reasons for which the Lessor is responsible, the lease period shall begin upon actual delivery.

Clause 7.2.

The lease period ends on the contractually agreed date. The notice period is 10 days otherwise. Both Parties reserve the right to terminate for cause. A cause has occurred particularly if the Lessee uses the subject of the contract contrary to contract, neglects its duties of care despite receipt of a prior written warning, if there is a reason for its insolvency, it provides the subject of the contract to third parties without authorisation or it takes the subject of the contract to a location other than contractually agreed.

Clause 7.3.

As a basic principle, the Parties cannot withdraw from the contract without being liable to pay damages.

Clause 7.5.

If the Lessee continues to use the subject of the contract after the end of the lease period, the claim to payment of the rent shall continue to be valid.

Clause 8 Return of the subject of contract

Clause 8.1.

The Lessee shall return the subject of the contract including the accessories received in due time in a condition conforming with the contract. Until this condition is restored, the subject of contract shall not be considered returned. This applies also if the subject of contract is returned incompletely. If the Lessor is responsible for the taking-back and collection of the subject of contract from the Lessee, this shall take place within 14 days after termination of the contract.



Clause 8.2.

If the subject of contract is not returned in a condition conforming with the contract, the Lessor may have the efforts required to restore this condition carried out by its own or third-party personnel and invoice the costs to the Lessee.

Clause 8.3.

Upon return, the subject of the contract shall be examined by the Lessor in the presence of the Lessee. The result of the examination shall be recorded in writing and signed. Otherwise the subject of the contract shall be examined, upon demand, by an expert who shall be appointed by the President of the Chamber of Commerce and Industry in Koblenz. The expert opinion shall be binding on both Parties including the costs of the expert opinion as regards the extent of defects, the cause thereof and the expected costs of rectification.

Clause 9 Terms of payment

Clause 9.1.

The lease period related to the rent begins on the agreed date of loading and ends on the agreed date of the receipt back of the leased property by the Lessor. The rent is based on the cost structure on the date of the order confirmation. Additional costs which must be documented and/or collectively agreed pay increases, also in the transport sector, require that the contracting parties renegotiate the rent with a view to an adjustment.

Clause 9.2.

All invoices shall be paid within 10 days after the date of the invoice free of charge to the Lessor in such a manner that the Lessor may freely dispose of the amount paid at the latest on the due date. If the time allowed for payment is exceeded, the Lessor shall at least charge interest at 8 percentage points p.a. above the base interest rate if the Lessee is an entrepreneur as defined in Clause 1; otherwise 5 percentage points p.a. above the respective base interest rate for consumers. Statutory provisions on a delay in payment remain unaffected.

Clause 9.3.

The Lessor is entitled to offset payments by the Lessee against its older liabilities first. If costs and interest have arisen, the Lessor may first offset the payment of the Lessee against the costs, then against the interest and thereafter against the principal claim. The Lessee shall be informed of this procedure.

Clause 9.4.

Any offsetting against claims of the Lessor is excluded, unless the claim to be offset is uncontested or has been declared legally valid. A right of retention is excluded, unless it is based on the same contractual relationship. The Lessee may only exercise a right of retention if it is based on the same contractual relationship. Claims against the Lessor may not be assigned or pledged.



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Clause 9.5.

If the Lessee is more than 10 days in delay, the Lessor may immediately take direct possession of the lease item. This also applies to the opening of insolvency proceedings against the assets of the Lessee.

Clause 9.6.

Rebates, discounts or other reductions in the price may be claimed only if the Lessor has confirmed these in writing and the Lessee is not in arrears with other payments.

Clause 9.7.

Objections to invoices issued shall be raised in writing within the time allowed for payment, otherwise the invoice shall be considered accepted.

Clause 9.8.

The Lessor shall only accept cheques and bills of exchange as conditional payment. The Lessee shall pay any bank, discount or collection charges incurred in this context.

Clause 9.9.

The Lessor is entitled to demand adequate security for its claims. It may also request reasonable security for advance performance. Upon conclusion of the lease contract, the Lessee assigns the claims to which it is entitled vis-à-vis its insurer and own customers, for the occurrence of which the subject of the contract is used. The Lessor hereby accepts this assignment, however without being obliged to take action against third parties based on the assignment.

Clause 9.10.

The Lessor undertakes to neither disclose the previous assignments nor collect the receivables arising from these in its favour as long as the Lessee meets its payment obligations in due time and no petition for opening insolvency proceedings has been filed.

Clause 10 Data protection

Clause 10.1

The Lessor shall save, process and, if necessary, transfer using IT means to third parties for contractual implementation, the personal data and company-related data of the customers of the Lessor required for processing the transaction.

Clause 10.2

Furthermore, data shall be collected and processed for the Lessor's own advertising purposes. No address data of the customers of the Lessor shall be disclosed. The customers of the Lessor may object to the use, disclosure or transfer of their data for advertising purposes at any time.



Clause 10.3

All of this shall occur in compliance with data protection laws and provisions. Special importance is attached to the protection and confidentiality of the data of the customers of the Lessor.

Clause 11 Applicable law

The law of the Federal Republic of Germany applies exclusively.

Clause 12 Place of jurisdiction

The place of jurisdiction for both Parties is Bad Kreuznach, Germany, if the Parties are entrepreneurs. In this case, the Lessor is, however, also entitled to bring legal action against the Lessee at its place of general jurisdiction.

Clause 13 Final provisions

Should individual provisions of these terms of contract or agreements reached otherwise be or become invalid, the validity of the remaining provisions and the validity of the contract in other respects shall not be affected. Instead, a provision which most closely approximates the achievement of the object of the contract and its commercial aim shall replace the invalid agreement.



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