



# General Terms and Conditions

## **General Terms and Conditions of Neumann & Müller GmbH & Co. KG, N&M Pool GmbH & Co. KG and companies affiliated with them within the meaning of Section 15 of the German Stock Corporation Act (AktG) - hereinafter referred to as N&M -**

The general terms and conditions are divided into general conditions (A.) and special conditions for the respective types of contract (B. - F.). The special conditions apply in addition to the general conditions.

### **A. General Terms and Conditions**

### **B. Additional terms and conditions for work and services / service orders**

### **C. Additional rental conditions**

### **D. Additional Terms and Conditions of Sale**

### **E. Additional conditions for the provision of public address systems**

### **F. Additional conditions for the provision of Wi-Fi access**

## **A. GENERAL CONDITIONS**

### **I. Validity of the GTC**

These general terms and conditions apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). These general terms and conditions apply exclusively. Deviating or conflicting terms and conditions shall not be recognized by N&M unless N&M has expressly agreed to them in writing. By placing orders, the customer acknowledges these conditions, even if his terms and conditions conflict with these conditions. These terms and conditions also apply to all future contracts of the parties without the need for a new reference to the terms and conditions. If the contract concluded between the parties contains components of different types of contract, the relevant provision of this contract shall apply to the relevant part of the contract. If e.g. a combined lease and work contract, the provisions of C. of this contract shall apply to the leased part and the provisions of D. of this contract shall apply to the part of the contract for work and services. Thus, the provisions of the corresponding type of contract are applicable to each service. In the event of a conflict between the provisions, the provisions of the type of contract that constitutes the legal or economic focus shall apply.

### **II. Payment/set-off/right of retention/assignment**

II. a. Invoices from N&M, unless otherwise agreed, are due 14 days after the invoice date and are to be paid without deduction.

II. b. Only undisputed or legally established claims entitle the customer to set-off or retention.

II. c. N&M is entitled to assign its claims arising from the existing business relationship.

### **III. Liability of N&M**

III. a. N&M shall be liable without limitation for personal injury (injury to life, limb, health) resulting from a negligent or intentional breach of duty by N&M, its legal representatives, or vicarious agents.

III. b. For property damage and financial loss resulting from a negligent or intentional breach of essential contractual obligations by N&M, its legal representatives or vicarious agents, N&M's liability shall be limited to the foreseeable damage typical for the contract but limited to a maximum of the sum insured by N&M's liability insurance in the amount of EUR 15,000,000.00 in the case of property damage and EUR 15,000,000.00 in the case of financial loss. Essential contractual obligations are those that protect the customer's essential contractual positions, i.e. those that the contract has to grant him, the fulfilment of which makes the execution of the contract possible in the first place and on the observance of which the customer may rely. The claim for damages due to breach of essential contractual obligations is limited to the foreseeable damage typical for the contract.

III. c. For other property damage and financial loss resulting from a grossly negligent or intentional breach of duty by N&M, its legal representatives or vicarious agents, N&M's liability is limited to the sum insured by the liability insurance in the amount of EUR 15,000,000.00 in the case of property damage and EUR 15,000,000.00 in the case of financial loss.

III. d. In all other respects, N&M's liability is excluded. Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act. Furthermore, the limitation of liability does not apply if N&M has fraudulently concealed a defect or, in exceptional cases, has assumed a guarantee of quality or durability or a procurement risk.

### **IV. Value Added Tax**

If N&M erroneously treats a transaction as non-taxable or tax-exempt, even though the transaction is subject to VAT, N&M may also subsequently demand the actual VAT incurred from the customer as soon as a corrected invoice has been issued by N&M.

### **V. Travel expenses**

Travel expenses and expenses incurred by N&M in connection with the execution of the contract shall be reimbursed separately by the customer.

### **VI. No crediting of the contractual penalty**

An agreed contractual penalty shall not be offset against existing claims for damages by N&M.

### **VII. Copyright protection**

N&M undertakes to grant the customer non-exclusive rights of use to all property rights in accordance with and purpose of the contract for a limited period of time for the term of the contract, which arise with the provision of the contractual service, in particular to copyrights or ancillary copyrights or industrial property rights to the offered technical concept, artistic or technical drawings or graphics (such as lighting concept, sound concept and arrangement of the sound system), parts of texts, photographic works or photographs or data collections. The customer is only permitted to use the works or objects protected by copyright or other property rights beyond the direct purpose of the contract if N&M has agreed to this in writing. In particular, the customer is not permitted to pass on, publish, reproduce or edit the offered technical concept to third parties without the written consent of N&M. For each case of culpable infringement, the customer undertakes to pay a contractual penalty of EUR 5,000.00 to N&M. N&M's right to claim higher damages remains unaffected.

## **VIII. Severability, Place of Jurisdiction, Applicable Law**

VIII. a. Should individual provisions of this contract violate mandatory law in whole or in part or be void or ineffective for other reasons, the validity of the remaining provisions shall remain unaffected. Void or ineffective provisions shall be replaced by those that come as close as possible to the economically intended purpose of the regulation.

VIII. b. All disputes arising from or in connection with the contractual relationship shall be subject to the jurisdiction of the court at the registered office of N&M. The registered office of N&M is in 73730 Esslingen.

VIII. c. The law of the Federal Republic of Germany applies. The contract language is German. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.

## **B. Additional terms and conditions for work and services / service orders**

### **I. Offers and documents**

I. a. Offers, calculations, plans, drawings, or comparable documents may not be reproduced, modified, or made available to third parties by the customer without the consent of N&M. If a contract is not concluded, the documents, including copies, must be surrendered to N&M immediately. Corresponding digital documents must be permanently deleted from all drives and storage media.

I. b. Official or other permits required for the execution of the contract are to be procured by the customer and made available to N&M, unless otherwise agreed.

### **II. Unjustified notices of defects**

If N&M complies with a request by the Purchaser to remedy the defect and the Purchaser does not grant access to the property at the agreed time or if it turns out that there is no objective defect in N&M's performance, the Purchaser shall reimburse N&M's expenses. In the absence of an agreement, the local rates shall apply.

### **III. Suitable installation site**

N&M is not obliged to check the suitability of the installation site before executing the contract. N&M therefore owes the provision of the service at a usual installation site without any difficulties. The Purchaser shall ensure the suitability of the installation site for materials to be erected, erected, or assembled by N&M. If the installation is delayed due to circumstances for which N&M is not responsible, the customer shall bear the additional costs incurred as a result (e.g. waiting times, additional travel by personnel, etc.).

### **IV. Subcontractors**

N&M is permitted to commission subcontractors to provide the service.

### **V. Power of representation**

The technicians are not authorized to represent.

### **VI. Access to the object**

The purchaser must ensure that the technician(s) are granted access to the object on the date of execution; otherwise, he must reimburse the additional expenses incurred.

## **VII. The warranty rights of the purchaser are initially limited to rectification.**

After failure of a reasonable number of attempts at rectification of the defect, the customer shall be entitled to the statutory rights, in particular the right to reduce the price and cancel the contract. The above sentence shall not apply if N&M unjustifiably refuses or unreasonably delays rectification, then the customer shall be entitled to the statutory rights immediately.

# **C. Additional Rental Conditions**

## **I. Cash deposit**

N&M is entitled to demand a cash deposit of 30% of the expected rent resulting from the rental agreement from the lessee before handing over the leased property, which is to be handed over concurrently with the transfer of the leased property. The cash deposit is not subject to interest by N&M. The cash deposit is not to be invested separately by N&M from its own assets

## **II. Transfer to third parties and foreign use, return**

II. a. The lessee may only transfer the leased property to third parties for a fee or free of charge or take it abroad with the express consent of N&M.

II. b. If, after expiry of the rental period, the use of the item is continued by the lessee, the rental agreement shall not be extended even without objection by N&M.

## **III. Compensation in case of late return, contractual penalty**

III. a. If the lessee does not return the leased property after termination of the lease, N&M may demand the agreed rent or the rent that is customary in the area for comparable items as compensation for the duration of the withholding. N&M's right to claim higher damages remains unaffected. During the period of withholding, the lessee is also responsible to N&M for the damage caused by the fact that the leased property is deteriorated, disappears, or cannot be surrendered by the lessee for any other reason, even through no fault of his own.

III. b. In addition to the rights referred to in C.III.a. of this contract to pay a contractual penalty. The contractual penalty is 20% of the daily rental price per day of withholding. The daily rental price may have to be determined mathematically. The contractual penalty will not be deducted from the compensation.

## **IV. Right of retention**

The lessee is not entitled to a right of retention on the leased property after expiry of the rental period.

## **V. Obligations of the tenant**

V a. The lessee must treat the leased property with care. Any information provided by N&M in relation to the leased property must be observed by the lessee. The rental property may only be set up and operated by qualified personnel.

V. b. The lessee is obliged to protect the rental property from damage or loss (in particular from weather conditions and theft) and to take appropriate measures.

V. c. If a defect in the rented item becomes apparent in the course of the rental, the lessee must inform N&M of this immediately.

V. d. When renting wireless microphone systems in areas III (VHF), IV and V (UHF) as well as company radios, the lessee must ensure that the systems are used in accordance with the applicable regulations of the Federal Network Agency (BNetzA).

## **VI. Liability of the lessee**

VI. a. The lessee is liable for loss, destruction, or damage to the rental property (in particular fire and water damage, transport damage, damage to the rental property during use and loss of the rental property), even if he is not at fault. The liability period is the time of handover of the leased property until the return of the leased item.

VI. b. In the event of loss of the rental property, the lessee must reimburse the replacement value, and in the event of damage to the rental property, the lessee must replace the replacement value if repair would be impossible or uneconomical.

VI. c. N&M must make a deduction new for old not on its claim to C.VIa. or C.VIb. of this contract. N&M reserves the right to assert further damages.

VI. d. Upon specific request from N&M, the lessee can insure himself against the risk of loss, destruction, or damage at his own expense through N&M (material insurance). If the fee-based material insurance is chosen, the lessee is liable for loss, destruction, or damage to the rental item (in particular fire and water damage, transport damage, damage to the rental item during use and loss of the rental item) only in the amount of the agreed deductible (C.VIe. of this contract). The liability of the tenant towards third parties remains unaffected. Attention is drawn to the possibility of having your own liability insurance for third-party damage.

VI. e. The amount of the material insurance deductible is:

- in the event of loss or damage to the rental property as a result of theft, burglary, robbery, or looting, 25% of the repair costs or replacement value, but not more than EUR 2,500.00.
- in all other cases, 10% repair costs or replacement value, but no more than EUR 1,000.00.

The material insurance does not apply if the lessee does not return the leased property on time for reasons for which he is responsible or in the event of a violation of C.IIa. or C.V. of this Agreement. Material insurance also does not apply if the lessee has caused the loss, destruction, or damage to the rental property through gross negligence or intent. Therefore, the tenant must take precautions against the loss, destruction, or damage of the leased property during the duration of the rental period. The lessee bears the burden of proof that he did not cause the loss, destruction, or damage to the leased property through gross negligence or intent.

## **VII. Warranty of N&M**

VII. a. N&M provides warranty in accordance with the statutory provisions, unless otherwise stipulated below or individual contractual guarantee provisions have been agreed.

VII. b. The strict liability of N&M for initial defects of the leased property at the time of conclusion of the contract is excluded. N&M shall only be liable for initial defects in the leased item at the time of conclusion of the contract if N&M was responsible for the defect or was aware of the defect. In this case, the lessee bears the burden of proof that N&M was responsible for this initial defect or that N&M was aware of this initial defect when the lease was concluded. This does not affect any claims under A.III. of this contract.

# **D. Additional Terms and Conditions of Sale**

## **I. Shipping, packaging**

I. a. The shipment of the goods is at the risk and expense of the buyer, unless otherwise agreed. Insurance against damage and loss is taken out by N&M at the express request and at the expense of the buyer.

I. b. The choice of shipping method is left to N&M.

I. c. Unless otherwise agreed, containers and crates shall remain the property of N&M and shall be returned upon request after unloading at the expense of N&M.

## **II. Retention of title**

II. a. The goods sold remain the property of N&M until the claim of N&M has been paid in full.

II. b. N&M retains title to the delivered goods until all claims to which N&M is entitled from the business relationship with the buyer, regardless of the legal grounds, have been settled in full. Unless otherwise individually agreed, the buyer is not permitted to sell the purchased item until the purchase price has been paid in full to N&M. The Buyer hereby assigns to N&M all claims with ancillary rights to which it is entitled from the resale, regardless of whether the Buyer may resell the purchased item in the ordinary course of business on the basis of an individual agreement before full payment of the purchase price or sells the purchased item in violation of the prohibition of sale before full payment of the purchase price. N&M hereby accepts the assignment. The assigned receivables serve to secure all claims arising from the business relationship. The buyer is entitled to collect the assigned claim as long as N&M has not revoked this authorization. The collection authorization expires even without express revocation if the buyer ceases his payments. At N&M's request, the buyer must immediately notify in writing to whom he has sold the goods and what claims he is entitled to from the sale, as well as issue publicly certified documents to N&M at his own expense on the assignment of the claim. <sup>[1]</sup><sub>SEP</sub> The buyer is not entitled to any other disposal of the objects in the reserved property of N&M or of the claims assigned to N&M. The buyer must notify N&M immediately of any seizure or other legal impairment of the items or claims belonging to N&M in whole or in part. N&M is entitled at any time to demand the surrender of the goods belonging to N&M if the buyer defaults on payment or if his financial situation deteriorates significantly. If N&M makes use of this right, it shall only be deemed to have withdrawn from the contract - without prejudice to other mandatory statutory provisions - if N&M expressly declares this. If the value of the securities ordered exceeds N&M's claim by more than 10% in total, N&M shall, at the request of the buyer, release the securities in excess of 10% at N&M's discretion.

## **III. Right of withdrawal**

N&M is entitled to withdraw from the contract in the event of non-delivery, incorrect delivery, or late delivery.

## **IV. Warranty, obligation to inspect and give notice of defects in the case of new goods**

N&M provides warranty in accordance with the statutory provisions, unless otherwise stipulated below. This does not affect any claims under A.III. of this contract. In the case of new goods, §§ 377, 378 HGB apply with the proviso that the complaint must be made within 2 days. This does not apply if N&M has fraudulently concealed the defect.

## **V. Limitation periods for new goods**

The limitation period of the buyer's warranty rights is 1 year unless it is a matter of claims of the buyer due to a defect in the cases of § 438 para. 1 no. 2 BGB or § 634a para. 1 no. 2 BGB. The limitation period begins with delivery of the goods or handover to the shipping company.

## **VI. Information on the properties of virgin material**

In the case of new goods, all information provided by N&M regarding suitability, processing and application, technical advice and other information is provided to the best of its knowledge but does not release the buyer from its own tests and trials.

## **VII. In the case of new goods, the Buyer's warranty rights are initially limited to replacement delivery and rectification at the discretion of N&M.**

It is the responsibility of N&M either to rectify the defect or to arrange for a replacement delivery. Rejected goods may only be returned with the consent of N&M. After failure of a reasonable number of attempts at rectification on the part of the buyer, the buyer shall be entitled to the

statutory rights, in particular the right to reduce the price and cancel the contract. The above sentence does not apply if N&M unjustifiably refuses or unreasonably delays rectification, then the buyer is immediately entitled to the statutory rights.

If the subsequent delivery or rectification has failed, the customer shall be entitled to the statutory rights, in particular the right to reduce the purchase price and cancel the contract. Rejected goods may only be returned with the consent of N&M.

#### **VIII. The sale of used goods is subject to the exclusion of all claims for material defects.**

This does not affect any claims under A.III. of this contract. The exclusion does not apply in the event of fraudulent concealment of a defect by N&M.

## **E. Additional conditions for the provision of public address systems**

The regulations of DIN 15750 and DIN 15905-05 are an additional part of the contract. The sound systems provided by N&M can produce levels that can lead to hearing damage to the audience. According to DIN 15905-05, the organizer has the obligation to measure the level, to prevent the limit value from being exceeded and to record the measurement. If the customer is not the organizer, he hereby undertakes to inform the organizer of this.

It is neither one of N&M's main nor ancillary obligations to inform the customer about the legal limits and requirements with regard to noise emissions or to advise the customer on these issues, unless otherwise stipulated in the order. Notwithstanding this, N&M points out that various regulations protecting against noise emissions must be observed. In all other respects, N&M will comply with any instructions given by the customer in this regard.

## **F. Additional conditions for the provision of Wi-Fi access**

Insofar as N&M provides the customer with Internet access via WLAN in accordance with the order, the use of the WLAN is at the customer's own risk and risk, in particular with regard to the possibility of access by third parties to the user's terminal device or infection with malicious software (e.g. viruses or Trojans). The customer is responsible for any security measures (e.g. encryption, virus protection, firewall). The customer is responsible for data transmitted via the WLAN, for chargeable services used via it and for legal transactions carried out via it; he shall bear all costs resulting therefrom.

The customer is obliged to comply with the applicable law when using the WLAN; in particular, the customer undertakes:

- not to use the WLAN for the retrieval or dissemination of criminal, immoral or otherwise illegal content;
- not to illegally reproduce, distribute, make available or otherwise exploit copyrighted works via the WLAN, for example through the use of file sharing programs or file-sharing networks;
- comply with the applicable regulations for the protection of minors;
- not to send or disseminate any harassing, defamatory or threatening content and not to use the WLAN to send mass messages (spam) and/or other forms of inadmissible advertising.

The customer indemnifies N&M against all claims by third parties based on a violation of the above conditions or on an illegal use of the WLAN by the customer. This applies in particular to claims arising from data protection, copyright, or other legal disputes in connection with the use of the WLAN by the customer as well as to the corresponding costs of legal prosecution or legal defence. If the customer recognises that such an infringement of rights and/or such a violation exists or is imminent, he must inform N&M of this immediately.

If the customer makes the WLAN connection provided by N&M available to third parties, the customer shall be liable for all breaches of this agreement caused by this user as for its own breaches.

\*\*\*