General Rental Terms and Conditions for Event Technology by Studio Hamburg MCI GmbH

1. Scope of Application

1.1 These General Terms and Conditions for the Hire of Event Technology (hereinafter "General Terms and Conditions") apply to all contracts between Studio Hamburg MCI GmbH (hereinafter "MCI") and its customers (hereinafter the "Customer") concerning the hire of event technology, including accessories and associated transport containers (without operating, supervisory or other personnel (dry hire)), as well as the related provision of technical services where expressly agreed in the individual case.

1.2 Any conflicting, additional or deviating terms and conditions of the Customer shall not form part of the contract unless MCI has expressly acknowledged their applicability in text form. This shall also apply where MCI performs or accepts performance without reservation while aware of such terms and conditions.

1.3 Contracts are concluded with:

Studio Hamburg MCI GmbH
Jenfelder Allee 80
22045 Hamburg
Tel.: +49 (0)40 6688 3367
Email: info@mci.de
VAT identification number: 199097943
Commercial Register: Local Court of Hamburg, HRB 70454

1.4 These General Terms and Conditions apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

2. Offers and Conclusion of Contract

2.1 Offers made by MCI are subject to change and non-binding.

2.2 A contract shall only be concluded upon written order confirmation by MCI or upon actual handover of the hired items.

2.3 Changes and/or additions to the agreed scope of services require agreement in text form. If a change requested by the Customer entails additional work or a change to the agreed hire period, MCI shall only be obliged to implement it after agreement has been reached on the scope, remuneration and any scheduling consequences.

3. Scope of Services

3.1 The scope of services is determined by the offer or the order confirmation.

3.2 MCI is entitled to make technical changes, provided that these do not impair the contractual purpose.

3.3 MCI may engage subcontractors.

3.4 MCI is entitled to replace individual hired items with technically and functionally equivalent equipment, provided that this does not impair their contractual use.

4. Hired Equipment

4.1 The hired equipment shall remain the property of MCI.

4.2 The Customer undertakes to handle the hired items properly and with due care and to protect them against theft, damage, unauthorised access and harmful weather conditions.

4.3 Subletting, transfer, pledging or any other provision to third parties is permitted only with MCI's consent in text form. The Customer shall remain responsible for compliance with all contractual obligations in such cases.

4.4 The Customer must notify MCI in text form of any damage, shortages or malfunctions immediately after discovering them.

4.5 Handover shall take place at the agreed location and time. Where the hired items are collected by the Customer or a third party appointed by it, handover shall occur upon delivery of the hired items.

4.6 Upon handover, the Customer must immediately inspect the hired items for completeness, apparent defects and damage. Any apparent shortages, defects or damage must be reported to MCI in text form without delay, but no later than at the time of handover, and recorded in the handover report.

4.7 If no notification is made pursuant to Clause 4.6, the hired items shall be deemed to have been handed over complete and in a condition suitable for contractual use, unless the Customer proves that a defect or damage could not have been identified during a proper inspection.

4.8 MCI is entitled to require the Customer, or a person authorised by the Customer to receive or return the hired items, to acknowledge their handover and return. The Customer shall ensure that the persons it appoints are authorised to make the declarations required for this purpose.

5. Hire Period and Transfer of Risk

5.1 The hire period begins upon handover of the hired items to the Customer or to a person designated by the Customer as authorised to receive them.

5.2 The hire period ends upon the complete return of all hired items at the agreed return location and their acceptance by MCI.

5.3 Any commenced hire day shall be charged as a full hire day.

5.4 If the Customer fails to return the hired items on time, MCI is entitled to charge the agreed daily hire fee for each additional calendar day commenced. Further claims arising from late return, in particular due to the prevention of another hire, shall remain unaffected. The Customer may prove that MCI suffered no loss or a lesser loss.

5.5 Upon handover of the hired items, the risk of loss, theft, destruction or damage shall pass to the Customer. The Customer shall be liable in accordance with Clause 9.

5.6 Upon taking possession, the Customer confirms that the hired items are in proper condition unless it immediately reports apparent defects pursuant to Clause 4.6.

5.7 The risk shall end only upon the complete return of all hired items and their acceptance by MCI.

5.8 Acceptance of the hired items by MCI constitutes neither confirmation of completeness nor acknowledgement of their proper condition. MCI may assert damage, shortages and malfunctions that are not apparent during a customary return inspection within a reasonable period after return.

6. Use of the Hired Items

6.1 The hired items may be used only for their intended purpose.

6.2 Assembly, operation and dismantling may be carried out only by qualified personnel.

6.3 All statutory, regulatory and technical requirements must be observed.

6.4 The Customer is obliged to ensure an uninterrupted power supply that complies with applicable standards.

6.5 Alterations to hired items, in particular to equipment, software, cabling, structures, labels or markings, are prohibited without MCI's prior consent in text form. This also applies to repairs and interventions by third parties.
6.6 The hired items must be returned complete, clean, operational and in the condition existing at handover, except for wear and tear resulting from contractual use. The return shall include, in particular, all accessories, cables, batteries, storage media, transport containers and documentation.

6.7 The Customer shall take all measures required and reasonable in the circumstances to mitigate damage and secure the hired items.

7. Assembly and Support

7.1 Where assembly and support services have been agreed, the Customer shall ensure timely access to the event areas.

7.2 The Customer is responsible for compliance with permits and approvals under public law unless expressly agreed otherwise.

7.3 Delays due to a lack of access, permits or cooperation by the Customer shall be borne by the Customer. Any reasonable additional expense thereby incurred by MCI shall be remunerated separately.

8. Remuneration

8.1 The prices agreed in the offer shall apply, plus statutory value added tax.

8.2 Additional services shall be charged separately.

8.3 Invoices are payable within 14 days without deduction.

8.4 In the event of late payment, default interest shall be charged in accordance with statutory provisions.
8.5 MCI may require a reasonable advance payment in the case of a first business relationship, bookings made at short notice, a justified risk to its payment claim, or where provided for in the offer or order confirmation. MCI is entitled to withhold handover of the hired items until an agreed advance payment has been received in full.
8.6 MCI is entitled to require security (a deposit) for a hire.
8.7 The amount of the deposit shall be specified in the offer or order.
8.8 MCI is entitled, after return of the hired items and completion of the necessary inspection, to set off the security against due claims arising from the hire relationship.
Any amount not required shall be refunded within a reasonable period.

8.9 Where security has been agreed or validly required pursuant to Clause 8.6, MCI may refuse to hand over the hired items until it has been provided in full.
8.10 The Customer may set off only claims that are undisputed, finally adjudicated or acknowledged by MCI. The Customer may exercise a right of retention only insofar as its counterclaim arises from the same contractual relationship.

9. Liability of the Customer

9.1 The Customer shall be liable for loss, theft, destruction of or damage to the hired items during the hire period insofar as the Customer is responsible.

9.2 Liability also extends to damage caused by employees, vicarious agents, visitors, other representatives or other persons whom the Customer permits to access the hired items or the place of use.

9.3 The Customer shall reimburse MCI for the repair costs necessary to restore the hired items. In the event of loss, theft, destruction or an economic total loss, the Customer shall reimburse the replacement value of an equivalent hired item, less an appropriate deduction for "new for old" where warranted by the circumstances.

9.4 MCI may assert damage, shortages and malfunctions that are not apparent during a customary return inspection within a reasonable period after return.

9.5 The Customer shall indemnify MCI against third-party claims, including the reasonable costs of necessary legal defence, insofar as such claims result from use of the hired items contrary to the contract, a breach by the Customer of duties relating to traffic safety, security, cooperation or custody, or otherwise from circumstances within the Customer's sphere of responsibility. This shall not apply insofar as MCI is responsible for the claim.

10. Liability of MCI

10.1 MCI shall have unlimited liability for intent and gross negligence.

10.2 In the event of ordinary negligence, MCI shall be liable only for breach of an obligation whose performance is essential for the proper execution of the contract and on compliance with which the Customer may regularly rely. In such cases, liability shall be limited to the loss typical for the contract and foreseeable at the time the contract was concluded.

10.3 The limitations of liability shall not apply in the event of injury to life, limb or health.

10.4 Subject to Clauses 10.1 to 10.3, MCI's liability for loss of profit, unrealised savings, production or event cancellations, indirect loss and consequential loss is excluded to the extent permitted by law.
10.5 MCI's strict liability for damages due to a defect in the hired items existing at the time the contract was concluded pursuant to Section 536a (1), first alternative, BGB is excluded.
10.6 Mandatory statutory liability, in particular under the German Product Liability Act, shall remain unaffected. The foregoing limitations of liability shall also apply for the benefit of MCI's legal representatives, employees and vicarious agents.

11. Cancellation of Orders

11.1 If the Customer cancels an event technology order, MCI is entitled to claim liquidated compensation based on the agreed net order value. The following cancellation charges shall apply:

up to and including 30 calendar days before the agreed start of the hire period or provision of services:
25% of the order value;

29 to and including 15 calendar days before the agreed start of the hire period or provision of services:
50% of the order value;
14 to and including 8 calendar days before the agreed start of the hire period or provision of services:
75% of the order value;
7 calendar days or fewer before the agreed start of the hire period or provision of services:
100% of the order value.

11.2 The date on which MCI receives the cancellation shall be decisive for calculating the periods. The Customer may prove that MCI suffered no loss or a substantially lower loss. MCI may prove that it suffered a higher loss. Expenses saved and income from alternative use of the hired items and accessories intended for the order shall be taken into account. Where assembly or support services have been agreed in the individual case, the same shall apply to the personnel and material resources intended for those services.

11.3 The Customer shall additionally reimburse third-party services already bindingly commissioned, hired items specially procured or adapted for the order, and non-cancellable costs for transport, personnel and travel services expressly agreed in the relevant event technology order, insofar as MCI has actually incurred them, they are not covered by the liquidated compensation, and they could not be avoided through alternative use.

12. Force Majeure

12.1 If performance cannot be rendered due to force majeure, both parties shall be released from their performance obligations for the duration of the disruption.

12.2 Force majeure includes, in particular, natural disasters, official measures, industrial action, acts of war or terrorism, strikes and unforeseeable events beyond the control of the contracting parties. The affected party shall inform the other party without delay in text form.

12.3 If the impediment to performance continues for more than 90 calendar days, either party is entitled to terminate the contract in text form with respect to services not yet performed. Services already performed and necessary expenses incurred up to that point shall be remunerated.

12.4 If the agreed hire or event date can no longer reasonably be rescheduled due to the impediment to performance, either party may terminate the contract in text form with immediate effect in respect of services not yet performed. No claims for damages shall arise in this case. Remuneration for services already performed and demonstrably incurred expenses of MCI that can no longer be avoided shall remain payable.

13. Software, Data and Data Protection

13.1 Insofar as hired items contain software or their use requires software, the Customer shall receive, for the duration of the hire period, a non-exclusive, non-transferable and non-sublicensable right to use it in accordance with the contract. The Customer may not reproduce, modify, reverse-engineer or decompile the software or remove proprietary notices or labels, unless mandatorily permitted by law.

13.2 The Customer is responsible for backing up and, where necessary, deleting its own data and content before returning the hired items. MCI accepts no responsibility for data or content remaining on hired items after their return. MCI is entitled to carry out any deletion necessary as part of technical inspection, restoration or renewed hire.

13.3 Personal data shall be processed in accordance with applicable data protection provisions and MCI's privacy policy.

14. Final Provisions

14.1 The law of the Federal Republic of Germany shall apply.

14.2 Hamburg shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the hire relationship, provided that the Customer is a merchant, a legal entity under public law or a special fund under public law and no other place of jurisdiction is mandatorily prescribed by law.

14.3 Should any provision of these General Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid or unenforceable provision.

14.4 Amendments and additions to the hire contract, including these General Terms and Conditions, must be made at least in text form to be effective, unless a stricter form is required by law. Individual agreements shall remain unaffected.