

General Terms and Conditions  
STAGE KINETIK GmbH  
Company for stage productions

**§ 1**  
**Scope**

Exclusively our general terms and conditions apply. The terms and conditions of our business partners do not apply.

**§ 2**  
**Price and placement of order**

- a) All prices are net-prices, to which the applied tax is added. The prices apply to our principal office in Castrop-Rauxel. Transport- and packaging costs are added.
- b) For renting contracts, all in the written confirmations of order listed renting periods are binding and applicable to the agreed renting price.

**§ 3**  
**Impediment of performance**

Permanent operating interruptions due to acts of nature beyond control, strikes or depletion of raw material enable us to step back from an unfulfilled contract.

**§ 4**  
**Cancellation by the contractor**

By paying a fee, the renter has the right to denounce from the contract up to 30 days before the beginning of the renting period, without adherence of further deadlines. The denunciation has to be written in order to be legal. The payment of the fee is due at the time of the denunciation and amounts:

- ◆ 15% of the agreed on renting price, if the contract is cancelled up to 60 days before the beginning of the renting period,
- ◆ 35% of the agreed on renting price, if the contract is cancelled up to 50 days before the beginning of the renting period,
- ◆ 50% of the agreed on renting price, if the contract is cancelled up to 40 days before the beginning of the renting period,
- ◆ 80% of the agreed on renting price, if the contract is cancelled up to 30 days before the beginning of the renting period,
- ◆ after that 100% of the agreed renting price will be calculated.

At the moment of the cancellation a written denunciation to Stage Kinetik GmbH is obligatory.

In any case, the client must also reimburse all costs already incurred as well as the order-related investments that can be proven to have been made when cancelling the order.

**§ 5**  
**Payment**

- a) Payments are due without discounts after 14 days of issuing an invoice. The agreed price of the invoice applies.
- b) Charging with counterclaim is excluded, if the counterclaim is not undisputed or legal.
- c) If our business partner at delay of acceptance after expiration of a period of grace of acceptance of the goods does not accept these, Stage Kinetik can step back from the contract or claim a compensation of 15% of the net price without discount.

The compensation may be higher or lower in price depending on the severeness of the damage.

## **§ 6 Warranty**

If there is a contract of sale between us and the business partner, the following applies:

- a) Apparent deficiencies are to be announced in the period of 14 days after receiving the goods. Otherwise the warranty claim expires.
- b) If our contractor is a merchandiser, and the contract belongs to a business of commerce, the following applies: Apparent and by means of proper scrutiny detected deficiency, are to be announced by the buyer in the period of 14 days after receiving the goods.

By failure of rectification of defects or failure of compensation delivery, the buyer may choose to claim a discount or a cancellation of contract.

- c) If the goods are inadequate or if attributes are missing, then we will be obliged for rectification of defects or for a compensation delivery, depending on our choice.

By failure of rectification of defects or failure of compensation delivery, the buyer may choose to claim a discount or a cancellation of contract.

## **§ 7 Custody obligation and notice of defect for renting contracts**

- a) Our contractor is obliged to prove the renting object by means of properness and completeness by the time of acceptance of the renting object.
- b) If at this period or during the period of renting any deficiencies are detected, or if a security against any potential threat to the good is required, then the contractor will have to notify us immediately. The same applies to third parties involved who have a legal right to the renting object.

If our contractor does not notify us, then he or she is responsible for compensating the damage; In case we were not able to find a remedy by the time of failure or complaint, the contractor is not authorized to claim the rights of § 537 BGB or to denunciate without clause of a deadline or claim of compensation due to failure to fulfil obligations according to § 542 paragraph 1 clause 3 BGB.

- c) The renting object is to be taken care of, and may only be handled, assembled and controlled by skilful personnel.
- d) The renting object may only used according to the contract. The contractor has to take care of all security related guidelines.
- e) Renting objects which are equipped with our computer control or which are operated via our computer control, may only be operate by us.
- f) The contractor has to arrange an undisturbed current supply used for the renting object.
- g) The contractor is obliged to clean the renting object after using and return it in a flawless condition to us, Stage Kinetik.

The contractor is liable for any damage, destruction or loss of the renting object.

## **§ 8 Liability**

We are liable to a full extend for any damages incurred by us, by a legal agent or a legal assistant, by a matter of intention or negligence. For minor negligent violence of contract, we will only liable if the violence is subject to an essential duty of contract.

## **§ 9 Retention of title**

We reserve the title of the goods for us until the payment of the goods occurs in full amount.

**§ 10**  
**Jurisdiction**

Jurisdiction and fulfilling place will be Castrop-Rauxel, if our contractors are businessmen, judicial persons or persons of public service.

**§**  
**Severability clause**

If the clause of these general terms and conditions remain or become ineffective, then the effectiveness of the other terms remains will be unaffected. Judicial regulations step in place of these ineffective terms.