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A. General Provisions

1. Scope of Application

- 1.1. All deliveries, services and offers of GT-Media GmbH (hereinafter ·GT-Media·) shall be governed exclusively by the following terms and conditions, unless GT-Media expressly confirms otherwise in writing. Any counter-confirmation by the customer referring to the customer's own terms and conditions is hereby rejected. Our terms and conditions shall also apply if, while being aware of terms and conditions of the customer that conflict with or deviate from our terms and conditions, we perform our services for the customer without reservation.
- 1.2. For the purposes of these terms and conditions, ·customer· means both consumers and businesses with whom GT-Media has or enters into a business relationship; consumers are natural persons whose actions in transactions with GT-Media cannot be attributed to a commercial or self-employed professional activity, and businesses are natural or legal persons or partnerships with legal capacity whose actions in transactions with GT-Media can be attributed to the exercise of a commercial or self-employed professional activity.

2. Offers / Order Confirmations

- 2.1. Offers made by GT-Media are non-binding unless expressly designated as binding by GT-Media. Technical modifications as well as changes in form, colour and/or weight remain reserved, provided that the essential characteristics of the ordered service are not changed and the changes are reasonable for the customer. Modified deliveries resulting from product changes by upstream suppliers shall be deemed to comply with the contract unless the customer objects in writing within 8 working days after dispatch of the notification concerning the modified performance.
- 2.2. Unless otherwise agreed, prices are ex works from GT-Media's registered office and exclude insurance, packaging, freight, customs duties and all other outlays and expenses. All prices are exclusive of statutory value added tax. This tax shall be shown separately on the invoice at the statutory rate applicable on the date of invoicing. Unless otherwise agreed, the prices valid on the date of delivery according to GT-Media's price list shall apply.
- 2.3. GT-Media reserves its exclusive rights and claims (e.g. ownership and copyrights) to all tender documents, designs, tables, circuit diagrams, calculations and other production documents handed over. These documents may neither be made accessible to third parties nor used as a basis for tenders or own production without GT-Media's express prior written consent.
- 2.4. In the event of improvements and model changes by upstream suppliers, GT-Media reserves the right to deviate from its sales documents, offers and order confirmations, provided that such deviations are reasonable for the customer and the customer does not object immediately.
- 2.5. Orders and verbal agreements require written confirmation by GT-Media to be effective. Objections to order confirmations must be received by GT-Media immediately in writing, at the latest within five days of the date of issue and in any event before performance begins. Later objections will not be considered unless expressly agreed otherwise in writing.

3. Payment Terms

- 3.1. Payments shall be made in accordance with the agreed payment terms set out in the offer or order confirmation. Any deduction of a cash discount requires GT-Media's express written consent.
- 3.2. Unless otherwise specified in the offer, order confirmation or damage invoice, all payments shall be made without deduction within ten days of the invoice date. Payment deadlines shall be deemed met if GT-Media has unrestricted access to the amount within the aforementioned period. After expiry of this period, the customer shall be in default of payment.
- 3.3. GT-Media is entitled to charge the customer a reminder fee of EUR 5.00 for each written reminder.
- 3.4. During the period of default, the customer shall pay interest on a monetary debt in accordance with Section 247 para. 1 or para. 2 of the German Civil Code (BGB). In dealings with businesses, GT-Media reserves the right to prove and claim higher damages caused by default.
- 3.5. GT-Media reserves the right, at its discretion, to set off payments against another outstanding claim unless the customer has expressly specified the payment allocation.
- 3.6. The customer shall only be entitled to set-off or retention rights on account of its own claims if its counterclaims have been finally adjudicated or acknowledged by GT-Media. The customer may exercise a right of retention only if its counterclaim arises from the same contractual relationship.

4. Liability of GT-Media

- 4.1. In the event of slightly negligent breaches of duty, GT-Media's liability shall be limited to the foreseeable, typical, direct average damage appropriate to the nature of the goods. This shall also apply to slightly negligent breaches of duty by GT-Media's legal representatives or vicarious agents. In dealings with businesses, GT-Media shall not be liable for slightly negligent breaches of non-essential contractual obligations.
- 4.2. These limitations of liability shall not apply to claims by the customer under product liability law or in the event of bodily injury, damage to health or loss of life attributable to GT-Media.

5. Licences

- 5.1. When operating video and audio systems, image and sound recordings used by the customer may only be reproduced in accordance with the terms of the respective rights holders. For IT systems, software used may only be used for the individual device designated for it and only in accordance with the separate terms communicated by the rights holders. In the event of use of image and sound material or software contrary to the applicable conditions, the customer shall indemnify GT-Media against all claims for damages by the rights holders.
- 5.2. If GT-Media supplies its own software productions, the customer shall, unless otherwise agreed in writing, be granted a non-exclusive software licence. Sublicensing is excluded without GT-Media's written consent. In the event that equipment is provided on a rental basis, the licence for the software production shall likewise be limited to the same period.
- 5.3. For orders for products whose design and composition features are specified by the customer, the customer shall ensure that the design or composition does not infringe third-party intellectual property rights. The customer shall indemnify GT-Media against any third-party claims in this respect.

6. Miscellaneous Provisions

- 6.1. The law of the Federal Republic of Germany shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and all other intergovernmental rules and conventions concerning the exchange of goods and services.

- 6.2. If the customer is a registered merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of GT-Media. The same shall apply if the customer has no general place of jurisdiction in Germany or if its domicile or habitual residence is unknown at the time the action is filed. GT-Media shall also be entitled to bring an action before a court having jurisdiction over the customer's registered office or branch.
- 6.3. Should individual provisions be or become wholly or partially invalid, or should the contract concluded with the customer contain a gap, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the gap or invalid contractual provision with valid provisions that come as close as technically and economically possible to the purpose of the invalid provision. The parties shall make the necessary amendments, additions or adjustments to the contract in a spirit of good cooperation and taking into account their common economic interests.

B I. Special Provisions · Services

1. Description of Services

The services shall be provided exclusively in accordance with the conditions individually agreed in the contract; the order confirmation issued by GT-Media shall be decisive.

2. Liability of GT-Media

GT-Media's liability shall be governed by the provisions of Section A 4.

3. Liability of the Customer

- 3.1. In the event that the customer makes unauthorised deviations from drawings, illustrations, dimensions, weights, schedules or other performance data supplied by GT-Media, the customer shall be solely liable for any damage caused thereby and shall be responsible for the additional expenditure incurred.
- 3.2. If event premises are used by the customer without complying with, or in disregard of, statutory provisions and requirements, in particular without complying with the occupational safety and health regulations, liability for any resulting damage shall lie exclusively with the organiser and/or the customer.

B II. Special Provisions · Rental of Equipment

1. Subject Matter of the Contract and Rental Prices

The subject matter of the contract shall consist exclusively of the equipment individually listed in the order confirmation or delivery note, including transport case and, where applicable, accessories required for operation such as remote control, cables and plugs (collectively referred to below as 'Equipment'). Unless otherwise agreed in writing, the rental price stated in GT-Media's price list valid at the time the contract is concluded shall be deemed agreed.

2. Rental Period

- 2.1. The rental period shall be calculated by days. Part of a day shall count as a full day. The rental period begins when the rental equipment is made available as agreed at GT-Media's warehouse; it ends at the end of the day on which the equipment arrives at GT-Media's warehouse. This shall apply irrespective of whether the customer, GT-Media or a third party carries out the transport. If the rental equipment arrives at GT-Media later than the agreed rental period, the customer shall owe the agreed rental price pro rata for the duration of the delay as compensation for use. The minimum rental period is one day.

- 2.2. In the event of late return of the rental item, the customer shall compensate for any damage for which it is responsible. This shall also include claims for damages asserted against GT-Media by subsequent renters if GT-Media is unable to make the equipment available to the subsequent renter because of the late return. Upon first request, the customer shall indemnify GT-Media against such third-party claims for damages.

3. Dispatch, Transport Risk, Transfer of Risk

- 3.1. The equipment shall be dispatched at the customer's expense using an appropriate shipping method at GT-Media's discretion, unless the customer has expressly specified a particular method of shipment. The cost of transport insurance taken out at the customer's request shall be borne by the customer. Upon handover of the Equipment to a carrier commissioned by the customer, the risk of damage, loss or destruction of the Equipment resulting from improper transport shall pass to the customer; irrespective of any liability limits applicable to the carrier, the customer shall remain obliged to compensate GT-Media for the entire damage.
- 3.2. If GT-Media arranges transport by a third party on behalf of the customer, the customer shall assert claims exclusively against that third party. For this purpose, GT-Media hereby assigns to the customer all rights and claims against the carrier, and the customer accepts this assignment.
- 3.3. If the customer takes possession of the Equipment at GT-Media's registered office or at another expressly agreed location, handover shall constitute the transfer of risk to the customer's sphere of responsibility. If GT-Media delivers the Equipment to the place of use, the risk shall pass to the customer's sphere of responsibility when the Equipment arrives at the place of use. This shall also apply where GT-Media service personnel assemble/set up the Equipment on site and the service is only accepted subsequently. The Equipment shall leave the customer's sphere of responsibility only upon its return or collection by GT-Media; where GT-Media carries out dismantling/removal, this shall therefore occur only after completion of those services.

4. Use of the Rental Equipment

- 4.1. The customer shall use the rental equipment carefully and professionally, comply with all duties associated with possession, use and maintenance of the rental property, and follow GT-Media's maintenance, care and operating recommendations as well as the manufacturer's operating instructions. If the customer is a business within the meaning of A 1.2., this obligation shall also apply if the manufacturer's operating instructions and maintenance, care and operating recommendations are not supplied, unless the customer states in writing when placing the order that it is not familiar with the proper handling of the rental equipment.
- 4.2. The customer shall use the rental item exclusively at the rental location agreed with GT-Media. In the case of changing locations, the customer shall provide GT-Media immediately upon request with information on the current location of the rental equipment.

5. Liability of GT-Media

- 5.1. GT-Media shall be liable for the operational condition of the rented equipment.
- 5.2. If, during the rental period, a rented device has a defect for which GT-Media is responsible and which eliminates its suitability for contractual use or reduces it to an extent equivalent to such elimination, GT-Media shall have the discretion to remedy the defect or replace the defective device. For the duration of the elimination or substantial restriction of usability, the rental price shall be reduced accordingly.
- 5.3. GT-Media shall be liable for damage incurred by the customer when using the rental property in accordance with the provisions of Section A 4.

6. Liability of the Customer

- 6.1. The customer shall be liable to GT-Media for compensation for all damage resulting from improper use of the rental equipment by the customer, its employees or other third parties commissioned by or acting on the customer's instructions.

- 6.2. The Equipment shall remain within the customer's sphere of responsibility for the duration of its provision. During this period, the customer shall be liable for damage, destruction, loss and accidental destruction of the Equipment up to its replacement value and shall insure the Equipment at its own expense accordingly. Upon conclusion of the rental agreement, the customer assigns to GT-Media its claim for insurance compensation against the insurer in the event of damage, irrespective of its obligation to handle the claim at its own expense and risk. GT-Media accepts the assignment.
- 6.3. If rental equipment is not returned, is returned incomplete or damaged (extraordinary soiling shall be deemed equivalent to damage), and the customer is responsible for this, the customer shall be liable to GT-Media for all resulting costs, expenses and damage, such as cleaning, repair or replacement costs, loss of rental income or processing expenses. If the customer does not return the rental items in the condition required by the contract, GT-Media shall also be entitled, without a prior request or warning with a deadline, to restore the rental item to the contractual condition, or have it restored by third parties, at the customer's expense.

7. Cancellation by the Customer

- 7.1. The customer shall have the right, subject to the following provisions, to terminate the rental agreement before the rental item is handed over (cancellation). Cancellation must be made in writing to be effective.
- 7.2. If the customer cancels the rental agreement, irrespective of the reason, 30% of the gross order value shall generally be charged as cancellation costs. If cancellation occurs less than two weeks before the start of the rental period, 50% shall be payable; less than five days before the start, 75%; and 48 hours or less before the start, 100% of the gross rental amount shall become due. The time of cancellation shall be determined by the date on which the cancellation notice is received by GT-Media. The above flat-rate costs take into account the average expenses saved and the usual possible alternative use of the booked service. The customer shall be entitled to prove that the damage was lower.

8. Customer's Duties During the Rental Period in Handling the Equipment

- 8.1. If the customer has not booked GT-Media service personnel, the customer must have all assembly and maintenance work required during the rental period carried out professionally and at its own expense. In addition, the customer must have all defects culpably caused by it professionally remedied or bear the costs of remedying them.
- 8.2. The Equipment may only be assembled and operated within the scope of the technical specifications and exclusively by qualified persons. If items are rented without GT-Media personnel, the customer shall ensure continuous compliance with all applicable safety regulations.
- 8.3. During use of the Equipment, the customer shall ensure an uninterrupted power supply. The customer shall be responsible for damage caused by power failures, interruptions in the power supply or overvoltage.
- 8.4. The customer shall keep the Equipment free from all encumbrances, claims and liens of third parties. The customer is obliged to notify GT-Media immediately in writing if, during the term of the rental agreement, the rented equipment is nevertheless seized or otherwise claimed by third parties. The customer shall bear all costs required to remedy such third-party interference.

9. Force Majeure

The agreement of a rental date is subject to timely availability. Unforeseeable events for which GT-Media is not responsible, whether occurring at GT-Media or one of its suppliers, such as strikes, lockouts, accidental damage, operational disruptions, natural disasters, shortages of raw materials, etc., shall entitle GT-Media, excluding claims for damages by the customer, to withdraw from the contract or postpone the start of the rental period for the duration of the impediment. GT-Media shall only be entitled to withdraw if postponement of the rental period is not possible. In such cases, GT-Media shall inform the customer immediately of the unavailability of the equipment and, in the event of withdrawal, immediately refund any consideration already provided by the contractual partner.

10. Termination of Rental Agreements

- 10.1. A fixed-term rental agreement may be terminated by either party only for good cause.
- 10.2. For the benefit of GT-Media, good cause shall exist in particular if a) the customer's financial circumstances have materially deteriorated, e.g. if attachments or other enforcement measures are taken against the customer or insolvency proceedings or out-of-court settlement proceedings are applied for in respect of its assets, unless GT-Media's need for security has ceased because sufficient security has been provided; b) after receiving a warning with a reasonable deadline, the customer continues to use the rental items contrary to the contract; c) in the case of rent calculated and payable by periods, the customer is in arrears with the rent for two consecutive payment dates or with a total amount equal to the rent payable for two payment dates.
- 10.3. In the event of extraordinary termination, GT-Media shall be entitled to collect the rental equipment provided to the customer at the customer's expense without the customer having any right to refuse performance or exercise a right of retention. For this purpose, the customer hereby permits GT-Media to enter without obstruction the rooms and areas in and/or on which the rental equipment is located. If the equipment is in the possession or ownership of a third party, the customer hereby assigns to GT-Media, upon conclusion of the rental agreement, its claim for return against the third party, and GT-Media accepts the assignment.

B III. Special Provisions · Sale of Equipment

1. Delivery

- 1.1. Delivery periods for devices sold by GT-Media shall only be binding if confirmed by GT-Media in writing.
- 1.2. Force majeure and other events for which GT-Media is not responsible and which may jeopardise the smooth execution of the order, in particular delays in delivery or non-delivery by GT-Media's suppliers within the scope of a congruent covering transaction, disruptions to transport and operations, industrial disputes, shortages of materials and energy, shall entitle GT-Media to postpone delivery or withdraw from the contract in whole or in part without the customer being entitled to compensation as a result. GT-Media shall only be entitled to withdraw if delivery at a later date is not possible. In such cases, GT-Media shall immediately inform the customer of the unavailability of the equipment and, in the event of withdrawal, immediately refund any consideration already provided by the contractual partner.
- 1.3. GT-Media shall be entitled to make partial deliveries and issue partial invoices.

2. Dispatch and Transfer of Risk

- 2.1. Unless otherwise stated in the order confirmation, delivery shall be agreed ex works from the registered office.

- 2.2. The goods shall be dispatched at the customer's expense and, unless instructions have been given otherwise, to the customer's address stated on the order form. At the customer's request and in the customer's name and for the customer's account, GT-Media shall insure the shipment against theft, breakage, transport, fire and water damage and other insurable risks. GT-Media does not guarantee the cheapest method of shipment.
- 2.3. GT-Media reserves the right to dispatch the goods not from its registered office but from another location of its choice within the Federal Republic of Germany or from the distribution warehouse of the foreign supplier.
- 2.4. If the buyer is a business, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon handover; in the case of a sale involving shipment, the risk shall pass upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment.
- 2.5. If the buyer is a consumer, the risk of accidental loss and accidental deterioration of the goods sold shall, even in the case of a sale involving shipment, pass to the buyer only upon handover of the goods.
- 2.6. Handover shall be deemed equivalent to delivery of the goods to the place of destination or the buyer being in default of acceptance.

3. Warranty

- 3.1. If the buyer is a business, GT-Media shall initially provide warranty for defects in the goods, at its discretion, by rectification of the defect or replacement delivery.
- 3.2. If the buyer is a consumer, the buyer shall initially have the choice whether subsequent performance is to take the form of rectification or replacement delivery. GT-Media shall, however, be entitled to refuse the type of subsequent performance chosen if it is only possible at disproportionate cost and the other type of subsequent performance remains possible without significant disadvantage to the consumer.
- 3.3. If subsequent performance fails, the customer may generally, at its discretion, demand a reduction in remuneration (reduction in price) or rescission of the contract (withdrawal). In the event of only a minor breach of contract, in particular only minor defects, the customer shall have no right of withdrawal.
- 3.4. Businesses must notify GT-Media in writing of obvious defects immediately, but no later than within two weeks of receipt of the goods; otherwise, warranty claims shall be excluded. Timely dispatch shall be sufficient to meet the deadline. The business shall bear the full burden of proof for all prerequisites of the claim, in particular for the defect itself, the time at which the defect was discovered and the timeliness of the notice of defect.
- 3.5. For businesses, the warranty period shall be one year from delivery of the goods. This shall not apply if the customer fails to notify the defect in due time within the meaning of the preceding paragraph. The limitation period in the event of a supplier's recourse under Sections 478 and 479 BGB shall remain unaffected; it shall be five years from delivery of the defective item. For consumers, the limitation period shall be two years from delivery of the goods. For used goods, the limitation period shall be one year from delivery of the goods.
- 3.6. If the customer receives defective assembly instructions, GT-Media shall only be obliged to supply defect-free assembly instructions, and only if the defect in the assembly instructions prevents proper assembly.
- 3.7. GT-Media does not provide guarantees in the legal sense. Manufacturer warranties shall remain unaffected.

4. Retention of Title

- 4.1. In contracts with consumers, GT-Media shall retain title to the goods sold until the purchase price has been paid in full, including any default interest incurred. In contracts with businesses, GT-Media shall retain title to the goods sold until all claims arising from an ongoing business relationship have been settled in full, including any default interest incurred.
- 4.2. The customer is obliged to treat the goods with due care. If maintenance and inspection work is required, the customer shall carry it out regularly at its own expense.

- 4.3. The customer may resell or otherwise dispose of the delivered equipment in the ordinary course of business, provided that no prohibition of assignment has been agreed with its customer. This right shall lapse if the customer ceases payments. However, in order to secure the claims referred to in Clause 4.1, the customer hereby assigns to GT-Media, upon conclusion of the contract, all claims in the amount of the final invoice total (including statutory VAT) arising from the resale against its customers or third parties. If the delivered equipment is sold by the customer together with items not belonging to GT-Media or after processing/mixing, the assignment of the claim against the customer's customer shall apply only in the amount of the value of the delivered equipment. The customer shall remain authorised to collect the assigned claims even after the assignment, as long as GT-Media has not revoked this authorisation. The authorisation to collect shall also expire without an express revocation if the customer falls into arrears with individual claims. GT-Media's right to collect an assigned claim itself shall remain unaffected. GT-Media shall exercise this right only in the event of default in payment or if an application is made to open insolvency proceedings over the customer's assets. At GT-Media's request, the customer shall identify the assigned claims, provide the necessary information, hand over documents or certified deeds and notify the debtors of the assignment. GT-Media may disclose the assignment at any time in order to secure its payment claims. GT-Media shall be obliged, at the customer's request, to release the securities to the extent that the value of the securities exceeds the claim to be secured by more than 20%. The selection of the securities to be released shall be made by GT-Media.
- 4.4. The customer shall not be entitled to make any other dispositions concerning items subject to GT-Media's retention of title or co-ownership, or concerning claims assigned to GT-Media. Seizures, third-party interventions or other legal impairments affecting items wholly or partly owned by GT-Media must be reported by the customer to GT-Media immediately, and the customer must inform the third party of GT-Media's ownership.
- 4.5. If goods subject to retention of title are combined, processed or mixed with equipment not belonging to GT-Media, GT-Media shall acquire co-ownership, to secure the claims referred to in Clause 4.1, in proportion to the invoice value of the goods subject to retention of title compared with the remaining goods. The processing of goods subject to retention of title shall be carried out for GT-Media as manufacturer within the meaning of Section 950 BGB, without obliging GT-Media. Co-ownership of GT-Media shall arise in the processed product in accordance with the foregoing provisions of this paragraph. The customer shall store the items subject to GT-Media's co-ownership free of charge.
- 4.6. In the event of conduct by the customer contrary to the contract, in particular default in payment or breach of an obligation under Clauses 4.2 and 4.3 of this provision, GT-Media shall be entitled to withdraw from the contract and demand return of the goods. In these cases, GT-Media may enter the customer's business premises in order to enforce its retention of title.
- 4.7. Equipment supplied for testing and demonstration purposes shall remain the property of GT-Media. The customer may use it beyond the testing and demonstration purpose only on the basis of a separate agreement with GT-Media.
- 4.8. If retention-of-title provisions under the foregoing paragraphs are not effective in a foreign country, the customer shall cooperate in all measures required, in particular by making all declarations required on its part, in order to provide GT-Media with security at least equivalent to the retention of title under Clauses 4.1 to 4.5.

5. Liability of GT-Media

GT-Media's liability shall be governed by the provisions of Section A 4.