

Terms of contract of Logic media solutions GmbH for rent

This document was automatically translated. The German document applies.

1. General, scope of application

- 1.1 These terms and conditions apply to all rental agreements that Logic media solutions GmbH (hereinafter referred to as "LOGIC") concludes with its contractual partners (hereinafter referred to as "Customer"). Any terms and conditions of the customer which conflict with or deviate from these Terms and Conditions shall not form part of the contract, even if LOGIC does not expressly object to their inclusion.
- 1.2 These contractual conditions also apply to all future business with the customer, even if they are not expressly agreed upon again.

2. Offer, conclusion of contract

- 2.1 Offers made by LOGIC are subject to change without notice and are not binding, unless they are expressly marked as binding or contain a specific period of acceptance.
- 2.2 The legal relationship between LOGIC and the customer is governed solely by the written rental agreement including these terms and conditions. This Agreement shall fully reflect all agreements between the parties to the Agreement with respect to the subject matter of the Agreement. Oral undertakings given by LOGIC prior to the conclusion of the rental agreement are not legally binding and oral agreements between the parties to the agreement are replaced by the rental agreement unless it is expressly stated in each case that they shall continue to be binding.
- 2.3 Supplements and amendments to the agreements made, including these contractual terms and conditions, must be in writing to be effective. With the exception of managing directors and authorized signatories, the employees of LOGIC are not authorized to make oral agreements deviating from the written form.
- 2.4 Information provided by LOGIC on the hired item (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical details) and representations thereof (e.g. drawings and illustrations) are only approximate, unless their usability for the intended purpose requires exact conformity. They are not guaranteed characteristics of quality, but descriptions or identifications of the rental item. Deviations which are due to legal regulations or which represent technical improvements, as well as the replacement of components by equivalent parts are permissible, provided that they do not impair the usability for the contractually intended purpose.
- 2.5 LOGIC retains title or copyright to all quotations it submits and to all operating instructions, drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the customer. The Customer may not make these available to third parties, either as such or in terms of their content, disclose them to third parties, use them itself or have them used or reproduced by third parties. At the request of LOGIC, he must return these items in full to LOGIC and destroy any copies that may have been made if they are no longer required by him in the normal course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices, terms of payment

- 3.1 Unless otherwise agreed, LOGIC's prices are exclusive of packaging, transport, value added tax at the statutory rate, customs duties in the case of export deliveries and fees and other public charges.
- 3.2 Invoice amounts are due for payment immediately without any deduction, unless otherwise agreed in writing.
- 3.3 The offsetting of counterclaims of the customer or the retention of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established.

4. Delivery and rental period

- 4.1 The rental object will be shipped at the customer's expense, unless collection of the rental object by the customer has been agreed. The costs of transport insurance taken out at the request of the customer shall be borne by the customer.
- 4.2 LOGIC shall not be liable for impossibility of delivery or for delays in delivery to the extent that such impossibility or delay is caused by force majeure or other events which were not foreseeable at the time of the conclusion of the rental agreement (e.g. operational disruptions of any kind, transport delays, strikes, lawful lock-outs, shortages of labour, energy or raw materials, difficulties in obtaining any necessary official permits, governmental measures or the failure of suppliers to deliver, or to deliver correctly or on time) for which LOGIC is not responsible. Where such events make delivery by LOGIC significantly more difficult or impossible and the hindrance is not of a temporary nature, LOGIC is entitled to withdraw from the Lease.
- 4.3 The rental period shall commence upon arrival of the rental equipment at the place of use and, in the event of collection by the customer, upon delivery and shall end when the rental equipment returns to LOGIC.
- 4.4 The rental period is calculated by days, weeks or months. Beginning days count full.

5. Place of performance, transfer of risk

- 5.1 The place of performance for all obligations under the contractual relationship is the registered office of LOGIC, unless otherwise specified. If LOGIC is also responsible for installation, the place of performance shall be the place where the installation is to be carried out.
- 5.2 The risk of accidental loss or accidental deterioration of the rental item shall pass to the customer at the latest when the rental item is handed over to the forwarding agent, carrier or other third party designated to carry out the shipment. If dispatch or handover is delayed as a result of circumstances for which the Customer is responsible, the risk shall pass to the Customer from the day on which the hired item is ready for dispatch or handover and LOGIC has notified the Customer of this.

Terms of contract of Logic media solutions GmbH for rent

6. Duties of the customer

- 6.1 The customer shall comply with all obligations relating to the possession, use and maintenance of the hired item and shall follow the manufacturer's and LOGIC's instructions for care and use. The customer shall be liable for all damage to the rental equipment and accessories caused by the customer or third parties during the rental period. In the event of total loss, the customer shall reimburse the replacement value of the rental equipment.
- 6.2 The customer is obliged to notify LOGIC immediately of any defects or damage to the hired item. LOGIC must then be given the opportunity, where LOGIC is responsible for the defect or damage, to remedy the defect or damage to the hired item or to provide another device equivalent to the hired item. If the customer culpably fails to notify LOGIC of the defect or damage, it shall forfeit its right to a reduction in price.
- 6.3 The customer undertakes to notify LOGIC immediately, providing all information, if the rented item is seized or otherwise claimed by third parties or otherwise lost.
- 6.4 If, for reasons beyond LOGIC's control, the customer withdraws from the rental agreement before the commencement of the rental period, LOGIC shall be entitled to a flat-rate compensation claim against the customer of 30% of the value of the order. If the withdrawal takes place less than four weeks before the commencement of the lease, the flat-rate compensation shall be 50% of the value of the order, 75% of the value of the order in the case of less than two weeks and 100% of the value of the order in the case of less than one week.
- 6.5 Unless otherwise agreed, the customer must return the hired item to LOGIC at the end of the hire period. In the event of late return, the rent shall be recalculated accordingly. Any further claims of LOGIC remain unaffected. If the hired equipment is not returned in good condition, the customer must pay rent for the duration of the repair, without prejudice to any further claims of LOGIC.
- 6.6 The customer is obliged to insure the rental object for the entire rental period against damage and loss up to the replacement value.

7. Warranty

- 7.1 During the rental period, LOGIC will maintain the hired item and carry out all the necessary repairs required to keep it operational.
- 7.2 Warranty claims by the customer shall be excluded if the customer, either himself or through third parties, makes changes or repairs to the rented item without the consent of LOGIC and the remedying of the defect is thereby rendered impossible or unreasonably difficult. In any event, the customer shall bear any additional costs incurred in remedying the defect.
- 7.3 LOGIC makes no warranty that the hired item is suitable for the purpose intended by the customer.
- 7.4 If and to the extent that the Customer uses software in connection with the use of the leased item, he shall observe and comply with the license terms and conditions applicable in this regard. In the event that a claim is made against LOGIC by the licence holder as a result of the customer's use of the software in breach of the terms of the licence, the customer shall indemnify LOGIC against such claim.

8. Liability of LOGIC, limitation of liability

- 8.1 LOGIC is always liable to the customer
- for damages caused by it and/or its legal representatives, executive employees or other vicarious agents intentionally or through gross negligence,
 - according to the product liability law and

- for any loss of life, physical injury or damage to health for which LOGIC, its legal representatives, officers and/or other agents are responsible.

- 8.2 LOGIC shall not be liable for slight negligence except to the extent that LOGIC has breached a material contractual obligation, the performance of which is essential to the proper execution of the Agreement or the breach of which jeopardises the achievement of the purpose of the Agreement and on the observance of which the Customer may regularly rely. This liability is limited to the typical and foreseeable damages for property and financial losses.

The above paragraph shall also apply to lost profits and missed savings. Liability for other remote consequential damages is excluded.

The unlimited liability according to section 8.1 remains unaffected.

9. Law and place of jurisdiction

- 9.1 The law of the Federal Republic of Germany applies.
- 9.2 The place of jurisdiction in relation to a merchant, a legal entity under public law or a special fund under public law is the registered office of LOGIC.

This document was automatically translated. The German document applies.