

**General Terms and Conditions**  
of Motion GmbH  
Bruckleite 12, 90587 Veitsbronn / Germany

**§ 1 Scope**

<1> We, Motion GmbH (hereinafter referred to as "Motion"), **conclude contracts exclusively with entrepreneurs**. In accordance with Section 14 of the German Civil Code (BGB), entrepreneur means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of their commercial or independent professional activity. **We do not conclude contracts with consumers.**

<2> All contracts between MOTION and the customer as well as the resulting legal relationships resulting are exclusively subject to these General Terms and Conditions (GTC). Any deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as MOTION has expressly agreed to their validity. These General Terms and Conditions shall also apply if MOTION provides services without reservation in the knowledge of the customer's General Terms and Conditions. In all cases, individual agreements reached between the contracting parties on a case-by-case basis (including ancillary agreements, supplements and amendments) shall take precedence over these General Terms and Conditions.

**I. Rental of event technology**

**§ 2 Offers, contract conclusion**

<1> All offers made by MOTION, irrespective of whether they are made via telephone, fax, Internet, email or in any other way, are subject to change and non-binding.

<2> The customer's order of the rental item is deemed to be a binding offer of contract conclusion. Unless otherwise stated in the order, MOTION shall be entitled to accept this offer of contract conclusion within 10 days of its receipt by MOTION. A contract shall be concluded exclusively by way of MOTION's written order confirmation or by handover of the rental item, or if the customer requests shipping, by way of delivery of the rental item.

**§ 3 Content of the rental contract**

<1> The object of the rental contract are the rental items specified in more detail in the rental contract according to type and quantity, including these General Terms and Conditions, which the customer expressly acknowledges upon conclusion of the rental contract.

<2> MOTION is entitled to change the agreed services, in particular regarding rental items or parts thereof, and replace them with others that are at least equally suitable, provided that the change is reasonable for the customer and does not jeopardise the purpose of the contract. This also applies if contractually agreed rental items cannot be delivered in due time but can be replaced by other comparable rental items.

<3> The rental period commences upon provision of the rental items by MOTION on the agreed day and at the agreed time in MOTION's warehouse (start of rental period) for collection by the customer and ends on the agreed day and at the agreed time upon return of the rental items by the customer to MOTION's warehouse (end of rental period). This shall apply regardless of whether the customer collects the rental item from MOTION's warehouse or has it collected or whether the rental item is shipped by MOTION at the customer's request in accordance with a separate agreement.

If a rental contract is concluded but the rental item is not collected/not accepted or returned before the expiry of the agreed rental period, the rental claim shall continue to exist for the full rental period if MOTION is not able to rent out the rental item to a different customer.

<4> MOTION shall fulfil the rental contract by making the contractual rental items available in their warehouse for collection by the customer. Upon provision of the rental items for collection, the risk of accidental loss / accidental deterioration shall pass to the customer. The customer shall ensure safe and proper transport at their own expense. If the customer requests MOTION to ship the rental items to a different destination by separate agreement, transport shall be at the expense and risk of the customer. The risk of accidental loss and accidental deterioration of the rental item as well as the risk of delay shall then pass to the customer upon provision of the rental item to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment, even if the shipment is made from a place other than the place of performance. Separate transport insurance shall only be taken out if agreed in writing and at the expense of the customer.

<5> Unless otherwise agreed, the rental charge shall be based on the agreement set out in the rental contract and shall be payable regardless of whether the rental items have actually been used by the customer. Unless otherwise agreed, a premature return of the rental item shall not result in a reduction of the agreed rental charge. MOTION is entitled to demand a reasonable deposit before handing over the rental item. The deposit shall be determined according to the rental period and the value of the rental item. Upon return of the rental item, the deposit shall be refunded to the customer, taking into account any claims by MOTION. MOTION's claims shall not be limited by the deposit.

<6> Consumables provided by MOTION (fluid, etc.) will be invoiced after return of the rental items to MOTION in accordance with the agreed prices. A refund will be made for consumables paid for in advance which are returned unused and in their original packaging. If MOTION supplies replacement bulbs or tubes and these are used by the customer during the rental period or installed in the rental items, the customer is obligated to return any defective and removed bulbs or tubes to MOTION without delay. If these are not returned or if they are not defective, the replacement bulbs or tubes will be charged at the agreed price.

<7> All invoice amounts are due for payment immediately upon receipt of the invoice, unless deviating payment periods are stated in the invoice.

#### **§ 4 Non-availability of the rental item**

If MOTION is unable to meet binding provision deadlines for reasons for which MOTION is not responsible (non-availability of the rental item), MOTION shall inform the customer of this without delay and at the same time notify the customer of the expected, new provision period. If the rental item is also not available within the new period, MOTION shall be entitled to withdraw from the contract in whole or in part; the customer shall be informed without delay and MOTION shall refund any payment already made by the customer without delay. A case of non-availability in the above sense shall in particular shall be deemed to exist

a) if MOTION's supplier fails to deliver on time [in the event that MOTION must first procure the rental item (e.g. in the case of rental of MOTION)], insofar as MOTION has concluded a congruent hedging transaction and neither MOTION nor their supplier is at fault or MOTION is not obligated to procure on a case-by-case basis,

b) if the rental item was demonstrably damaged by the previously renting party and the remaining period from the discovery of the damage is not sufficient to have the rental item repaired professionally.

#### **§ 5 Withdrawal by the customer**

<1> MOTION grants the customer the right to withdraw from the contract before the commencement of the rental period against payment of a lump-sum compensation in accordance with subsections 2 and 3 (cancellation). The withdrawal must be declared to MOTION in writing. The date of receipt of the declaration of withdrawal by MOTION shall be decisive for the calculation of the compensation.

<2> The compensation owed by the customer is calculated as follows:

+ from the conclusion of the contract up to 30 days before the commencement of the rental period: 20% of the agreed remuneration

+ 29 days to 10 days before the commencement of the rental period: 50% of the agreed remuneration

+ 9 days to 4 days before the commencement of the rental period: 80 % of the agreed remuneration

+ less than 4 days before the commencement of the rental period: 100% of the agreed remuneration

<3> The customer reserves the right to prove that MOTION has not suffered any damage or that the damage is significantly lower. MOTION expressly reserves the right to assert a higher damage against corresponding proof.

#### **§ 6 Obligations of the customer**

<1> The customer is obligated to inspect the rental items to ensure that they are complete and free of defects upon hand-over and, if a defect is found, to notify MOTION of this without delay. By signing the delivery note, the customer or the collecting party assigned by the customer then bindingly acknowledges that the rental items are in perfect and functional condition. This shall also apply if the customer does not comply with the inspection obligation at their own discretion.

If a defect in the rental equipment was not detectable or only emerges at a later point, the customer is obligated to notify MOTION of this without delay. Otherwise, the condition of the rental equipment shall be deemed to be approved and free of defects even in the light of this defect.

If such an initial defect exists, the affected item shall be exchanged or repaired at the discretion of MOTION. If the customer fails to give such notice, they shall neither be entitled to assert warranty claims on account of this defect, nor to terminate the contract and/or to claim damages for non-performance.

<2> The customer may use the rental items exclusively for the contractually agreed purpose and undertakes to handle the items with care, diligence and in accordance with their intended purpose. They may not dispose of them in any way, in particular they may not pledge or encumber the items or otherwise make them available to third parties. Sub-rental is only permitted with MOTION's written consent. The customer must protect the rental items from any access by third parties and inform MOTION immediately by telephone and in writing if third parties should gain access (e.g. by way of seizure).

<3> The customer is obligated to notify MOTION immediately of any damage to the rental item, regardless of whether this damage is due to natural wear and tear or if MOTION is responsible for such damage. The use of a damaged rental item or

one that is not in a condition safe to operate is not permitted. The rental item may not be opened or repaired by the customer or by a third person. All repairs must be carried out by MOTION or a person or company appointed by MOTION. To the extent possible, MOTION shall provide the customer with another, corresponding rental item for the duration of the repair. If the customer is responsible for the damage or loss, the customer shall not be exempt paying the rental charge for the duration of the repair, nor in the event of loss of the rental item. In the event of damage, the customer shall bear the costs incurring for the repair. In the event of a total loss or damage of the rental items, the customer is obligated to reimburse the replacement value plus procurement costs, irrespective of the current market value.

<4> The customer must return the complete and cleaned rental items to MOTION in due time (exact day and time), in the condition in which they received them at the commencement of the rental period. Delayed return shall put the customer in default with immediate effect and the customer shall bear the costs incurred by MOTION due to the delayed return as well as pay MOTION compensation for use in the amount of the agreed rental charge for the period between the agreed and actual return of the items. The customer shall also bear the costs incurring due to the items being in an uncleaned state, meaning that these must be cleaned before they can be rented out again.

<5> By taking back the rental item, MOTION merely confirms receipt, but not that the rental item has been returned free of defects. MOTION will inspect the rental item without delay after taking it back and will without delay assert any claims against the customer due to defects for which the customer is responsible.

## **§ 7 Insurance / Permits**

<1> The rental items are not insured by MOTION. Therefore, the customer is obligated to take out adequate insurance against the usual risks (loss, deterioration and other damage) of the rental items at their own expense and, at MOTION's request, to provide proof of the conclusion of the insurance policy by presenting the insurance certificate. In the event of a total loss or damage of the rental items, the customer is obligated to reimburse the replacement value plus procurement costs, irrespective of the current market value.

<2> Obtaining the necessary permits, concessions, GEMA registration, copyrights, ancillary copyrights or other rights, etc., which are required for the use of the rental items by the customer, as well as the assumption of the costs incurred in the process, are the sole responsibility of the customer.

## **§ 8 Termination**

<1> The rental contract may only be terminated by either party for good cause. Good cause for MOTION shall in particular exist if

- + the customer uses the rental item contrary to the contract or
- + provides the rental item to third parties without the written consent of MOTION or
- + rental arrears are not paid within one week despite a written reminder or
- + the customer's financial situation has significantly deteriorated, e.g. if compulsory enforcement measures are taken against the customer or if insolvency proceedings or out-of-court composition proceedings are applied for regarding their assets.

In the event of a termination of the rental contract without notice, MOTION shall be entitled to reclaim the rental item with immediate effect. If the rental item is not returned within three working days, MOTION shall have the right to have the rental item collected at the expense of the customer.

<2> Good cause entitling the customer to terminate the rental contract shall not exist if the event for which they are using the rental item is cancelled, interrupted or reduced in time for reasons for which MOTION is not responsible. This shall also apply if this occurs due to the absence of a permit, bad weather, cancellation by an artist, lack of participant interest or similar.

<3> If the rental contract includes several rental items, the customer is only entitled to terminate the rental contract as a whole due to the defectiveness of an individual rental item if all rental items have been rented as a package and the defectiveness of the individual rental item significantly impairs the contractually agreed functioning of all rental items in their entirety.

## **§ 9 Warranty and liability**

<1> The customer is not allowed to make any changes to the rental items unless such changes are covered by the intended use. Defects or damage attributable to culpable or improper handling or improper installation as well as the use of unsuitable accessories or modification of the original parts by the customer or a third party not commissioned by MOTION are excluded from the warranty. In this case, too, MOTION is exempt from liability. MOTION shall not be liable for any non-functioning of the rental items after connection to equipment not provided by MOTION, provided that the non-functioning is due to the connection and the connection is not the object of the contract or MOTION has not assumed liability for it.

<2> To the extent they can reasonably be expected, the customer is obligated to cooperate in the elimination of any performance disruptions occurring and to keep any damage to a minimum. Furthermore, the customer must comply with the latest VDE regulations, accident prevention regulations, the German Regulations on Places of Assembly and the electricity and safety instructions provided by MOTION. In addition, they are obligated to protect the equipment against exposure to water.

<3> For bulbs or tubes which are defective or not returned to MOTION, as well as in the case of loss of other small parts and accessories, the customer shall reimburse the replacement value. If they are not older than one year, the relevant parts will be charged at the replacement value on the day they are lost or rendered unusable or, in the case of older parts, at the current value of the item on the day they are lost or rendered unusable, unless the damage is due to normal wear and tear.

<4> In the event of a failure of the rental equipment for which MOTION is responsible, damage compensation shall be limited to the rental charge. Further claims of the customer beyond this are excluded.

## **§ 10 Liability of MOTION**

<1> The customer's no-fault claim for damages due to a defect in the rental item in accordance with Section 536a (1) BGB is excluded.

<2> MOTION shall be liable without limitation for intent, gross negligence, personal injury (injury to life, body or health), fraudulent intent, warranty promises, claims under the Product Liability Act and in the other cases required by law.

<3> MOTION shall only be liable for slight negligence if an essential contractual obligation (cardinal obligation) has been breached and the occurrence of the damage was to be prevented by the essential contractual obligation. A cardinal obligation is to be understood as an obligation, the fulfilment of which is essential for the due and proper performance of the contract and which the contractual partner may regularly rely on to be complied with. In the event of a breach of a cardinal obligation, liability shall be limited to the foreseeable damage typical for the contract. Liability for slightly negligent breaches of other contractual obligations is excluded.

<4> Liability for consequential or indirect damages (including, but not limited to, lost profits, lost savings and other indirect damages) is excluded, unless the damage was caused by way of intent.

<5> The above liability provisions shall also apply with regard to MOTION's liability for persons for whose fault MOTION is responsible under the statutory provisions (e.g. vicarious agents).

<6> MOTION shall not be liable for events of force majeure which significantly impede MOTION's contractual performance, temporarily hinder the proper execution of the contract or make it impossible, and shall be exempt from their obligation to perform to this extent. A "force majeure event" means any cause beyond the reasonable control of a party affecting the performance of their obligations, including, but not limited to, fire, flood, explosion, accident, war, acts of terrorism, pandemic, fraud attacks, power failure, power fluctuations, industrial action by vicarious agents of the respective party, restrictions by third parties, embargo, governmental requirements, official decisions as well as governmental measures, civil or military orders and natural disasters.

## **II. Sale of event technology**

### **§ 11 Offers, contract conclusion**

<1> All offers made by MOTION, irrespective of whether they are made via telephone, fax, Internet, email or in any other way, are subject to change and non-binding.

<2> The customer's order of the items for sale is deemed to be a binding offer of contract conclusion. Unless otherwise stated in the order, MOTION shall be entitled to accept this offer of contract conclusion within 10 days of its receipt by MOTION. A contract shall be concluded exclusively by way of MOTION's written order confirmation or by handover of the rental item, or in the event of shipping, by way of delivery of the items for sale. Any and all amendments and supplements to the order made by the customer shall only be binding for MOTION if they are confirmed in writing.

## **§ 12 Delivery, delivery period, place of performance, transfer of risk**

<1> Delivery shall be made in accordance with the agreements made with the customer. Partial deliveries are permissible insofar as they are reasonable for the customer.

<2> If MOTION is unable to meet binding delivery deadlines for reasons for which MOTION is not responsible (non-availability of the item), MOTION shall inform the customer of this without delay and at the same time notify the customer of the expected, new delivery period. If the item is also not available within the new delivery period, MOTION shall be entitled to withdraw from the contract in whole or in part; any payments already made by the customer shall be refunded by MOTION without delay. A case of non-availability of the item in the above sense shall be deemed to exist in particular if the case of a non-timely delivery of the relevant item by MOTION's supplier, provided that MOTION has concluded a congruent hedging transaction and neither MOTION nor their supplier is at fault or MOTION is not obligated to procure on a case-by-case basis.

<3> Unless otherwise agreed, delivery shall be made "ex warehouse", which is also the place of performance (§ 18) for delivery and any subsequent performance. At the customer's request and expense, the items shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, MOTION shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) itself.

<4> The risk of accidental loss and accidental deterioration of the items shall pass to the customer at the latest upon hand-over. In the event of a sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the item as well as the risk of delay shall pass already upon provision of the item to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment, even if the shipment is made from a place other than the place of performance.

## **§ 13 Prices, shipping costs, terms of payment**

<1> Unless otherwise stated in the order confirmation, all prices are ex warehouse (for items in stock) in euros, including MOTION's standard packaging, excluding transport/freight, insurance, customs duties or other ancillary costs, plus the applicable value added tax, if applicable. If the customer requests packaging that deviates from MOTION's standard packaging (customised packaging), MOTION shall submit a correspondingly amended offer to the customer. Separate transport insurance shall only be taken out if agreed in writing and at the expense of the customer.

<2> Invoice amounts are due immediately and are payable by the customer to MOTION within 10 days of the invoice date without deduction, unless otherwise agreed by the parties. In the event of a default in payment, interest shall be charged on the outstanding invoice amount at a rate of 9 percentage points above the base rate (Section 288 BGB). MOTION expressly reserves the right to claim higher damages for default.

## **§ 14 Retention of title**

<1> The delivered items shall remain the property of MOTION until full payment of all claims arising from the business relationship with the customer.

<2> The customer is obligated to handle the delivered items with care. They shall be entitled to resell the purchased items in the ordinary course of business; however, they hereby assign to MOTION all claims to the sum of the final invoice amount including VAT of MOTION's claim, which accrue to the customer from the resale against his customers or third parties. MOTION hereby accepts this assignment. The customer shall remain authorised to collect such a claim even after the assignment. MOTION's authority to collect the claim themselves shall remain unaffected by this. However, MOTION undertakes not to collect the claim as long as the customer meets their payment obligations from the proceeds collected, is not in default of payment and no application for the opening of insolvency or similar proceedings has been filed. If the customer is in default of payment, MOTION may demand that the customer informs MOTION of the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and informs the third-party debtors of the assignment.

<3> Insofar as the realisable value of the securities exceeds the claims to be secured by more than 10%, MOTION shall, at the customer's request, be obligated to release the securities at their own discretion.

## **§ 15 Claims of the customer for defects**

The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery), unless otherwise stipulated below.

<1> Unless a longer period is expressly agreed, the warranty period for new items is one (1) year from delivery of the items; for used items, warranty is excluded. This shall not affect the statutory limitation periods for claims for expenses and damages

arising from injury to life, body or health, fraudulent concealment of a defect or intentional or grossly negligent breaches of duty. The statutory limitation periods for the right of recourse pursuant to Section 445b BGB shall also remain unaffected.

<2> If the notice of defect is justified and was asserted in due time, MOTION shall, taking into account the nature of the defect and the legitimate interests of the customer, be entitled to choose the type of subsequent performance and to remedy the defect. The expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall only be borne by MOTION insofar as these are not increased by the fact that the items were taken to a place other than the registered office or the commercial branch of the customer to which delivery was made. Subsequent performance shall be deemed to have failed after the third unsuccessful attempt. § 15 <2> shall not apply in cases of recourse pursuant to Section 478 BGB.

<3> A prerequisite for any warranty rights of a customer acting as a merchant is that the customer has duly fulfilled all inspection and complaint obligations owed under Section 377 of the German Commercial Code (HGB).

<4> Claims of the customer for damages or reimbursement of futile expenses shall also in the case of defects exist only in accordance with § 16 below and are otherwise excluded.

### **§ 16 Other liability / limitations of liability**

<1> Insofar as nothing to the contrary arises from these GTC including the following provisions, MOTION shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

<2> MOTION shall be liable without limitation for compensation of damages and expenses - irrespective of the legal grounds - in the event of intent, gross negligence, personal injury (injury to life, body or health), fraudulent intent, warranty promises, claims under the Product Liability Act and in the other cases required by law.

<3> MOTION shall only be liable for slight negligence if an essential contractual obligation (cardinal obligation) has been breached and the occurrence of the damage was to be prevented by the essential contractual obligation. A cardinal obligation is to be understood as an obligation, the fulfilment of which is essential for the due and proper performance of the contract and which the contractual partner may regularly rely on to be complied with. In the event of a breach of a cardinal obligation, liability shall be limited to the foreseeable damage typical for the contract.

<4> In all other cases, MOTION's liability is excluded.

<5> The above liability provisions shall also apply with regard to MOTION's liability for persons for whose fault MOTION is responsible under the statutory provisions (e.g. vicarious agents).

## **III. Common provisions**

### **§ 17 Offsetting and right of retention**

The customer may only offset MOTION's claims against undisputed or legally established claims. The assertion of a right of retention by the customer is only permissible insofar as their counter-claim is based on the same contractual relationship.

### **§ 18 Place of performance, choice of law, place of jurisdiction**

<1> The place of performance for all services of MOTION is the MOTION warehouse in Bruckleite 12, 90587 Veitsbronn, Germany.

<2> The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of items (CISG).

<3> If the customer is a merchant, a legal entity under public law or a special fund under public law (Section 38 of the German Code of Civil Procedure (ZPO)) and acts in this capacity, our competent court is agreed as the exclusive - also international - place of jurisdiction. In addition, we reserve the right to bring legal action against the customer at another legal place of jurisdiction. The same applies to persons who do not have a general place of jurisdiction in Germany and to persons who have moved their place of residence abroad after conclusion of the contract or whose place of residence or habitual abode is unknown at the time the action is brought.