

Rigging Plus GmbH
Pferdestraße 5
D-49084 Osnabrück
T 0049 541 99879800
F 0049 541 99879802
info@riggingplus.com
www.riggingplus.com



General Terms and Conditions of Rigging Plus GmbH

Dated 29.10.2012

§1 Definitions

The company Rigging Plus GmbH, which provides these conditions is referred to as Rigging Plus, the other party as a customer and client. The subject matter of the contract results from the contract itself or its enclosures.

§2 Scope

1. The general terms and conditions include working at heights, in particular event rigging (insertion of loads, etc.) and work with rope access technique, as well as the renting of goods, especially rigging equipment, devices and systems, stage elements and accessoires. Furthermore, static calculations for submission to a structural engineer, and the activities of the masters of event technology.

These terms and conditions apply to all single and continuous performances of Rigging Plus and his assignees in the course of business. They also apply to all future business relations without the need for a repeated explicit inclusion. At the latest with the first use of the contractual services of Rigging Plus these conditions shall be deemed accepted. Any general terms and conditions of the customer/client is

hereby expressly excluded. They do not undertake Rigging Plus, even if they are not explicitly rejected again at the time of concluding the contract.

2. These terms and conditions apply to the assignees of the customer even if no explicit incorporation by contracts between the customer and his assignees is done.

3. Deviations from these general terms and conditions are only valid if they are agreed in writing. The employees and sub-contractors of Rigging Plus are not authorized to make verbal side agreements or to give verbal warranties that go beyond the content of the written contract.

4. Not affected by the underlying contract and these terms and conditions are the transport and the assembly or the dismantling of things that are not subject of the contract. If Rigging Plus transports or assembles or dismantles such things, this is a service of goodwill for which Rigging Plus does not assume any liability.

5. If Rigging Plus accomplishes, on request of the customer, so-called load assessments, they are without obligation and in each individual case a specially qualified Dipl. Eng., in his function as a structural engineer, finally has to check and to calculate them. For such load assessments Rigging Plus assumes no liability.

§3 Offers, Prices

1. The offers of Rigging Plus are not binding and subject to change. An order shall be deemed accepted if it is confirmed in writing by Rigging Plus.

Verbal additional agreements become effective only by written agreement.

2. Exclusive the order confirmation of Rigging Plus is decisive for the contract content.

3. The prices of the services of Rigging Plus arising from the order confirmation.

§4 Scope of Performance

1. Nature and extent of the services of Rigging Plus arising from the performance specifications or under the contract, including these terms. Performance data in offers and the nature of patterns are only binding if expressly confirmed in writing by Rigging Plus.

2. Rigging Plus is entitled to use the performance of third parties. Solely by their involvement there is no contract arising between the third party and the customer.

3. Unless otherwise specified, a day shift consists of 10, a night shift of 8 hours, both except breaks.

§5 Duties and Responsibilities of the Customer

1. At least one week prior to the start of assembly work the customer is obliged to submit in writing to Rigging Plus a detailed current plan of the geometry of the hall and the envisaged stage positions, as well as the possible points of load attachments with exact maximum load information. The customer is also obliged to submit at least one week prior to assembly work a detailed up-to-date production rigging plot with measurements and load data in writing.

2. Rigging Plus performs all activities covered under the contract to be concluded solely on the basis of the existing safety regulations BGV C1.

Rigging Plus is not obliged to use material (ropes, anchors, safety devices, etc.) which does not meet the above requirements, and will refuse to use it. The customer is responsible to make possible that Rigging Plus can perform their work on the basis of the BGV C1.

3. All applicable taxes, levies, fees or similar charges are for account of the customer. He assures that there are no building requirements, prescriptions of fire proof or other regulations which prevent the regular realisation of the event. The customer has to provide all necessary authorizations for the protection of the event at his own cost and submit to Rigging Plus, if requested.

4. The customer is responsible for proper grounding and power generation of the superstructure by a master electrician. If the customer violates the duties or obligations listed in paragraph 5, Rigging Plus is entitled for immediate termination without notice.

§6 Leased Property

1. The client must not improperly use the leased property but only by qualified personnel and in the manner as intended by Rigging Plus in accordance with the instruction manuals. Any other usage is prohibited to the customer. Rigging Plus is entitled to check the leased property on site at any time, and the customer has to give this possibility to Rigging Plus.

2. When using the leased property the customer has to observe all instructions of the producer and of Rigging Plus in detail and has to follow the technical instructions given by Rigging Plus. The customer is fully responsible for any damage to the leased property by not following the rules or instructions.

3. Logos or identification numbers of the manufacturer, of the third-lenders or of Rigging Plus, standard signs or other designations have to be left unchanged on the rented equipment.

4. The duration of the rent is at least one day or a multiple of this. The rent shall be extended by one day each, if the rented item has not arrived back at Rigging Plus on the last day of the agreed deadline. On termination of the agreed rental period, the customer has to deliver the equipment free of charge at the agreed place of return. Damages, if any, have to be reported immediately. The return acceptance of rented items by Rigging Plus does not confirm that they are free of damage.

5. If Rigging Plus is not able to procure an assured device, they can perform the contract by providing an equivalent device.

§7 Site Work by Rigging Plus

1. The customer has to do at his own cost all necessary provisions to ensure that the work can be started in time and performed without interference (see especially § 5).

2. If the work is interrupted due to circumstances Rigging Plus or their sub-contractors are not responsible for, the risk for the services already rendered is transferred to the customer for the duration of the interruption.

3. The warranty for site work starts with the usage / acceptance. In case the acceptance is delayed by circumstances Rigging Plus is not responsible for, the warranty period shall be reduced by the period of delay. Any warranty claims against Rigging Plus for executed work expire after 6 months.

4. Rigging Plus is not liable for faulty work of third party personnel, if they can prove that they did not give faulty instructions nor have violated their duty of supervision.

§8 Performance Deadlines, Dates

1. Agreed dates and deadlines of completion and availability are without obligation. Nevertheless Rigging Plus will make all efforts to comply with them.

2. Rigging Plus is not responsible for a delay in the completion, if this is due to a cause which is beyond the control of Rigging Plus.

In case of evidence of gross negligence or willful misconduct of Rigging Plus in the late completion or delivery of the leased property by Rigging Plus, the customer can require compensation only for the replacement/substitute delivery, but not for loss of profit.

§9 Acceptance, Warranty

1. If the customer or his engaged managing engineer of a third party did not mention existing evident defects at the hand-over/acceptance, the customer is neither relieved from paying the agreed remuneration or rent in case of failure or malfunction, nor entitled to reduce the payment.

2. If there is no complaint, the compliance of Rigging Plus service is deemed to be accepted as free of defects even without express declaration of the customer. Also the use without complaint shall be deemed as acceptance.

3. Warranty claims are null and void, if the customer does not fulfill his contractual obligations, in particular his payment obligations in due time, or the customer does not grant the adequate time and opportunity to Rigging Plus enabling them to do the repair work or supply of spare parts, if required, which they consider to be necessary. Liabilities exceeding the above mentioned warranty, particularly for any kind of consequential damages, is not accepted by Rigging Plus.

4. As to the warranty period those legal prescriptions apply which are characteristic for the performance under this warranty.

§10 Terms of Payment, Late payment

1. All performances which are provided by Rigging Plus according to the contract have to be paid independent of their usage by the customer. Refund or reduction of the payment obligations due to lack of use is excluded. If the customer wants additional services, a new contract has to be concluded or the existing contract has to be amended in writing.

2. The invoice will be made not later than upon termination of the contract. The agreed remuneration, expenses and legal value added tax has to be paid immediately net after receipt of invoice. Rigging Plus is entitled to demand advance payment or a security deposit. The invoices are due for payment, free of charges and postage, at the registered office of Rigging Plus at Osnabrück. The payment has to be made notwithstanding the right of complaint.

3. A payment is considered as effected only when it is available to Rigging Plus, i.e. when it is credited to an account of Rigging Plus. Orders to pay or cheques and bills of exchange shall only be accepted by special agreement and only for payment under all discount charges and collection costs.

4. Rigging Plus is entitled to settle payments at first with older debts of the customer, regardless of the legal reason thereof. If costs and interest accrued, Rigging Plus is entitled to set off the payments first against the costs, then against the interest and finally against the main service.

5. Non-compliance with payment, default or circumstances which are likely to reduce the credit, result in immediate maturity of all claims of Rigging Plus.

Such reasons entitle Rigging Plus to effect outstanding or future deliveries only against advance payment, to withdraw from the contract after a reasonable period or to claim damages for breach of contract.

6. For non-punctual payment by the customer Rigging Plus is entitled to charge default interest at the rate of 5% above the reference rate of the European Central Bank, but at least a minimum of 12% p.a. for each month or part thereof. Apart from the first reminder Rigging Plus is entitled to charge costs of € 3.00 for each following reminder.

§11 Offsetting, Retention

Against claims of Rigging Plus, the customer may only offset undisputed or legally established claims. The customer has the right of retention only for claims of the individual, concrete contractual relationship which includes these Terms and Conditions.

§12 Delivery and Service Delays

Performance and delivery delays due to force majeure and due to events which are beyond the control of Rigging Plus and making the performance substantially more difficult or impossible, such as strikes, lockouts, official orders, failures or malfunctions in the field of physical operators of networks, even if they enter with a third party, is not in the responsibility of Rigging Plus, even if there are binding deadlines.

They entitle Rigging Plus to postpone the performance by the duration of the hindrance plus a reasonable time for a return or because of the unfulfilled part to withdraw fully or partly from the contract.

§13 Liability Rigging Plus

Compensation claims arising from impossibility, positive violation of claims, fault at contract termination and tort are excluded both against Rigging Plus and the vicarious agents of Rigging Plus.

Rigging Plus and their vicarious agents are not liable for lost profits and indirect damages, irrespective of whether they affect the customer or a third party. However, this applies only unless otherwise stipulated in the following regulations:

1. The liability of Rigging Plus is excluded, unless there is intent or gross negligence.
2. If a damage occurs in the scope of a third party (ancillary trades, suppliers etc.), Rigging Plus shall be liable only to the extent in which the third party is liable to Rigging Plus.
3. In all cases where it is permitted by law, the liability of Rigging Plus is limited to 10% of the value of that part of the service or rental which cannot be expediently used as intended due to impossibility.

§14 Liability of the Customer

1. The customer is obliged to take all usual and necessary insurance and shall, upon request of Rigging Plus, submit a security confirmation. The customer hereby assigns his claims against the insurance company to Rigging Plus.

2. Rented items can be covered by a compulsory insurance through Rigging Plus at the customer's expense, if a danger to the leased property is anticipated and the customer does not provide proof of insurance. In case an insurance of the leased property has not been completed by the customer or by Rigging Plus, the customer is liable in full responsibility for all damages, in particular for the sinking, the embezzlement, the transport accident, theft or electrical damage and operator error of his subordinates at the rented property. Rigging Plus can claim for damages up to the amount of the replacement / restoration value of the lost item.

3. If the customer cancels the contract or denied for any other reason to accept the performance of Rigging Plus, the customer has to pay compensation for the costs incurred and impaired possibilities of otherwise benefit under the following provisions: 100% of the customer's debt means the total order volume which is composed of the agreed remuneration and the performance by sub-contractors of Rigging Plus. All prices to be understood excluding VAT. The calculation of the subsequent periods depends on the date on which the contract has been concluded between the parties by submission (including telex) of the order confirmation of Rigging Plus to the customer.

Accordingly, in case of cancellation, the customer has to pay the following liquidated damages:

- to 5 days before the agreed commencement -80% of the order volume
- to 48 hours before the agreed commencement -50% of the order volume
- to 24 hours before the agreed commencement -20% of the order volume

The customer, in the above cases, is entitled to verify that a much lower or even no damage has occurred.

§15 Receipt of Declarations

Customer declarations take effect only, if their receipt has been confirmed in writing by Rigging Plus.

However, this applies only for the case of § 24 AGBG, i.e. the customer is a merchant or a legal person under public law or public law special fund.

§16 Data Protection

The Customer agrees that his personal data given to Rigging Plus in the framework of the business relationship are stored and processed by electronic data processing. The data will be kept strictly confidential and not disclosed to third parties.

§17 Final Provisions

1. For merchants and legal persons of public law the place of performance and jurisdiction is Osnabrück, exclusively. This also applies to claims arising out of cheques, bills of exchange as well as collection procedures acc. To § 38 ZPO II.

2. The law of the Federal Republic of Germany is applicable.

3. With the publication of these general terms and conditions on 01.11.2012 all previous general terms and conditions are invalid.

4. Rigging Pus, at any time, has the right to change these terms and conditions. As part of ongoing permanent obligations, the customer has the right to terminate the contract properly. Until his end, the contract is continued under the existing conditions.

If he does not exercise his right, the changes are considered accepted, if the customer is using the services of Rigging Plus for more than 4 weeks after having got notice of the changes.

5. The notice of termination must be done in writing. The date of receipt at the recipient of the declaration determines whether it is done timely.

6. These terms and any changes are available at the secretariat and online on the websites of Rigging Plus under <http://www.riggingplus.com> . The release of changes at this point is recognized by customers as sufficient notification.