

# General terms and conditions of business (GTC)

Version 1.3 | Stand 5/22/26

General Terms and Conditions for the rental and hire of event technology, the technical production and execution of events, and the sale of new and used items.

Mediatec GmbH  
Erfurter Straße 6  
D - 85386 Eching

These General Terms and Conditions apply exclusively to entrepreneurs, merchants, legal entities under public law, and special funds under public law.

## General terms and conditions

### § 1 Scope

(1) The services of Mediatec GmbH are provided exclusively on the basis of these General Terms and Conditions

Terms and conditions. Any differing terms and conditions of the customer shall only apply if Mediatec GmbH has confirmed their validity in writing.

(2) By accepting, using or paying for the services, these terms and conditions shall be deemed accepted.

(3) The special conditions of Sections 1.2 and 1.3 apply additionally depending on the type of contract (lease, works contract, purchase contract). They also apply mutatis mutandis to contract variants not expressly mentioned.

### § 2 Offer; Conclusion of the contract; Change in services

(1) The offers of Mediatec GmbH are non-binding and subject to change without notice, including with regard to pricing. Acceptance declarations and all orders require written or electronic confirmation from Mediatec GmbH to be legally valid.

(2) Drawings, illustrations, dimensions or other performance data shall not become part of the contract unless expressly agreed otherwise.

(3) The employees of Mediatec GmbH or freelance employees of Mediatec GmbH who are commissioned to carry out and/or organize the project are not entitled to make any oral side agreements or give any written assurances that go beyond the original contract.

(4) The customer shall obtain all necessary public-law permits in a timely manner. The required documents for this purpose must be procured independently. Mediatec GmbH is not liable for the granting of the necessary permits.

(5) The customer shall bear separately any costs arising from the need to make unforeseen changes, the failure to obtain necessary permits, the failure to carry out necessary construction work, or the failure to take any agreed or necessary preparatory measures, unless the customer can prove that Mediatec GmbH has not incurred any further costs as a result.

(6) Mediatec GmbH may modify the agreed services, in particular agreed equipment or parts, and replace them with other, equally suitable items, provided the modification is reasonable for the customer and does not jeopardize the purpose of the contract. This applies in particular if equipment cannot be delivered on time but can be replaced by other comparable equipment.

(7) The conclusion of the contract is subject to the correct and timely delivery to Mediatec GmbH by its suppliers, particularly if Mediatec GmbH has to rent items from third parties. This applies only if the non-delivery is not the fault of Mediatec GmbH, especially if Mediatec GmbH rents or orders items from a third-party company that are necessary for the performance of the contract with the customer (congruent covering transaction). Mediatec GmbH will inform the customer immediately of the unavailability and refund any payment already made by the customer. In the event of force majeure, Section 7 applies.

## § 3 Prices and Payment

- (1) Payment for invoiced services is due 30 days after the invoice date without deduction, unless the invoice specifies different payment terms.
- (2) Mediatec GmbH is entitled to request a 50% advance payment of the expected order amount before the start of the project; the customer will be informed of this when the offer is prepared. The remaining payment is due within 30 days of invoicing.
- (3) Mediatec GmbH is also entitled to require the customer to deposit a security up to the amount of the current value of the rented equipment.
- (4) The acceptance of checks, bills of exchange, and other negotiable instruments is subject to the usual reservations regarding their cashing, their discountability, and the assumption by the customer of all costs associated with their collection. Discount and exchange charges are borne by the customer and are due immediately.
- (5) In the case of partial services, Mediatec GmbH shall have the right to demand corresponding partial payments.
- (6) All claims of Mediatec GmbH, regardless of the term of any accepted and credited bills of exchange, shall become immediately due and payable if the payment terms are not complied with or if Mediatec GmbH becomes aware of circumstances which are likely to impair the creditworthiness of the customer.
- (7) If the customer withdraws from the contract for reasons beyond Mediatec GmbH's control, or if Mediatec GmbH withdraws from or terminates the contract for reasons attributable to the customer, the customer is obligated to compensate Mediatec GmbH for demonstrably incurred costs and lost profits with a flat fee of 30% of the order value. Cancellation is free of charge up to six weeks before the start of setup; demonstrably incurred costs will be invoiced to the customer. If the contract is cancelled three weeks or less before the start of setup, 50% of the agreed order value is due; if cancelled three days or less before the start of setup, 100% of the agreed order value is due. The customer reserves the right to prove that no costs or profits were incurred or lost, or not to this extent.
- (8) The place of performance for payment is Eching.
- (9) The price is specified in the offer or order confirmation from Mediatec GmbH. However, Mediatec GmbH is entitled to invoice for increases in third-party wages, freight, transport, or material costs, as well as for exceeding the rental period or late returns, which were not known at the time of conclusion of the contract and for which Mediatec GmbH is not responsible. Insofar as subsequent projects are affected, Mediatec GmbH reserves the right to invoice the customer for the resulting costs.
- (10) Unless the client has provided a different billing address, the address stated in the order confirmation shall also serve as the billing address. Mediatec GmbH reserves the right to charge a processing fee of EUR 50.00 for subsequent changes to invoices that are not attributable to Mediatec GmbH.
- (11) If Mediatec GmbH becomes aware of circumstances that call into question the customer's creditworthiness, it is entitled to demand immediate payment of the entire outstanding balance, even if Mediatec GmbH has accepted checks. In this case, Mediatec GmbH may also withdraw from the contract. This also applies if the customer provides incorrect or incomplete information about themselves or the contractual partner that affects the customer's creditworthiness.
- (12) Offsetting against counterclaims is only permitted if these are undisputed or have been legally established. Furthermore, the customer is only entitled to a reduction in price or to withhold payment, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established or are undisputed.
- (13) The customer is also obligated to pay if the event is cancelled, interrupted, or shortened for reasons beyond the control of Mediatec GmbH. This also applies if this occurs due to the lack of a permit, bad weather, cancellation by an artist, insufficient visitor interest, or similar reasons.

## § 4 Copyright and other intellectual property rights

(1) All rights acquired by Mediatec GmbH in connection with the project itself, its preparation, or its execution remain with Mediatec GmbH. This applies in particular to the concept of the project or one or more parts thereof, and also applies if the rights were acquired prior to or outside of a contract, without a contract having been concluded, or if the contract was withdrawn from or otherwise terminated.

(2) The customer warrants and represents that they have the right to freely dispose of all rights they use or grant to Mediatec GmbH for use, and that these rights are free from any third-party rights (in particular copyrights, rights to one's own image, trademark rights, name rights, or other rights). With regard to images, the customer warrants that, in particular, the persons depicted or the owners or other rights holders of depicted objects or items have consented to the publication and that, to their knowledge, no third-party rights exist that restrict or preclude the use of the images.

(3) The customer shall indemnify Mediatec GmbH against any claims by third parties in the event of infringement of intellectual property rights, unless the customer has not caused Mediatec GmbH to use them.

## § 5 Termination due to dangerous situation

(1) Mediatec GmbH may terminate the contract and withdraw from the contract in the event of an increased and/or unforeseen risk situation. This also applies in particular if (a) the customer fails to take measures that serve or would serve the safety of visitors or other parties involved, in particular in accordance with building or police regulations, or (b) defects for which the customer is responsible are discovered that could endanger the health or life of a third party, or (c) the customer has concealed circumstances that are relevant for assessing the risk situation and/or the equipment used in production and/or the employees or assistants of Mediatec GmbH.

(2) Mediatec GmbH may demand immediate payment of the agreed amount in full; this shall not apply if Mediatec GmbH has not yet incurred any costs or if the customer can prove that Mediatec GmbH has concluded another contract on comparable terms.

## § 6 Limitations of liability

(1) In the event of slightly negligent breaches of duty, Mediatec GmbH's liability shall be limited to the average damage that is foreseeable, typical for the contract, and direct, depending on the type of contract. This also applies to slightly negligent breaches of duty by the legal representatives of Mediatec GmbH or its vicarious agents.

(2) Mediatec GmbH shall not be liable to entrepreneurs for slightly negligent breaches of insignificant contractual obligations.

(3) The above limitations of liability do not affect claims by the customer arising from product liability. Furthermore, the limitations of liability do not apply in the event of physical injury or damage to health attributable to Mediatec GmbH or in the event of attributable loss of life of the customer.

(4) Mediatec GmbH has liability insurance. If the customer is an entrepreneur, the liability of Mediatec GmbH is limited to the sum insured.

(5) In the case of paragraph 4, Mediatec GmbH shall be liable on a subsidiary basis in the event that damage maximization, a deductible, a coverage limitation, serial damage, or a risk exclusion of the insurance applies and if the insurance coverage is insufficient to adequately compensate for foreseeable damage, provided that the sum insured has been exceeded.

## § 7 Force majeure

(1) If Mediatec GmbH fails to perform its services due to unforeseen, unavoidable, or exceptional circumstances for which it, its legal representatives, or its vicarious agents are not responsible (e.g., procurement or delivery disruptions; strikes; lockouts) at a third party involved, which did not exist at the time the contract was concluded and do not lead to a merely temporary and therefore acceptable delay in performance, Mediatec GmbH shall be released from its obligation to perform. If payments have already been made by the customer with regard to the performance of the service, these shall be refunded by Mediatec GmbH. However, Mediatec GmbH may demand the portion of the agreed remuneration attributable to services already rendered at the time of the occurrence of force majeure. Otherwise, neither party shall have any claims in such cases.

(2) In this case, Mediatec GmbH shall immediately inform the customer of the unavailability of the service and immediately reimburse the customer for any consideration already rendered.

## § 8 Data protection

Customer data is stored in computer systems in accordance with the Federal Data Protection Act.

## § 9 Place of jurisdiction

Freising shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

## § 10 Applicable law; partial invalidity

(1) The law of the Federal Republic of Germany shall apply.

(2) Should one or more provisions in these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

## Additional conditions

### § 11 Special conditions depending on the type of contract

In addition to these General Terms and Conditions, the following Special Terms and Conditions apply depending on the type of contract concluded with Mediatec GmbH (rental agreement, contract for work and services, purchase agreement).

### § 12 Special conditions for rental agreements

#### Mediatec GmbH is the lessor

##### A. Applicability of the Special Conditions for Rental

(1) The following conditions B–I apply in addition to the General Terms and Conditions when the customer is a lessee under a rental agreement, in particular when (a) they collect the rental items from Mediatec GmbH, or (b) Mediatec GmbH or a commissioned third party delivers the rental items, but the customer assembles and operates the rental items themselves.

(2) In the case of a mixed contract that contains, for example, elements of a rental agreement and a contract for work and services, the Special Conditions apply only to those parts of the contract that fall under rental law.

(3) These Special Conditions apply accordingly even if no price has been agreed (e.g. in the case of a gratuitous loan).

(4) If Mediatec GmbH is the lessee and the other party is the lessor, the Special Conditions set out in § 13 below shall apply.

##### B. Lessee's Duty of Care

(1) The items provided, rented, or loaned may only be used by the lessee for the contractually agreed purpose and within the agreed rental period. The lessee guarantees proper and careful handling of the items.

(2) From the moment the items arrive or are handed over, the lessee is fully liable for theft and for any damage that exceeds normal wear and tear.

(3) The lessee undertakes to ensure that the items are adequately monitored at all times. This applies especially in situations involving increased risk.

##### C. Maintenance; Repair

The items are provided to the lessee in proper condition. For rental periods exceeding 24 hours, the lessee is required to carry out customary maintenance measures and necessary repairs to prevent any defect from worsening during continued use.

##### D. Power Supply

Upon the lessee's request, Mediatec GmbH will specify in its offer the required power supply for the rented equipment. The lessee must provide this power supply at their own expense from the start of setup and throughout the rental period. The lessee is responsible and indemnifies Mediatec GmbH against all third-party claims arising from damage caused by insufficient or defective power supply, unless Mediatec GmbH caused the damage through incorrect information. This does not apply if the customer provided incomplete information to Mediatec GmbH.

##### E. Noise; Volume; Local Residents

(1) Mediatec GmbH points out that applicable noise protection regulations must be observed. Mediatec GmbH generally offers noise-control equipment for a fee. If the lessee declines this, they shall indemnify Mediatec GmbH against any third-party claims arising from violations of noise regulations.

(2) Except where the lessee uses the noise-control equipment offered by Mediatec GmbH, Mediatec GmbH is not responsible if an event must be stopped or the rental period shortened due to police or regulatory orders.

(3) If a third party is injured or otherwise harmed due to a violation of noise protection regulations, the lessee shall indemnify Mediatec GmbH from any claims, unless Mediatec GmbH was separately contracted to ensure compliance with noise protection regulations. This applies especially when the lessee follows the instructions of performing artists that do not comply with applicable regulations.

#### **F. Collection; Return; Handover**

- (1) The lessee collects the items from Mediatec GmbH and ensures their safe and proper transport. By separate agreement, Mediatec GmbH will transport the items to the location specified by the customer.
- (2) If return transport by Mediatec GmbH has not been agreed, the lessee must return the items on time, in full, and in clean condition. Late return places the lessee automatically in default.
- (3) In the event of late return, the lessee shall bear all costs incurred by Mediatec GmbH due to the delayed handover and the lessee's default. The same applies if the items are not cleaned and must be cleaned before being provided to another customer.

#### **G. Lessee's Rights in Case of Defects**

- (1) Mediatec GmbH is liable for defects in the rental items that already existed at the time the contract was concluded only if such defects are due to fault on the part of Mediatec GmbH.
- (2) Liability for defects does not extend to damage and/or malfunctions caused by the lessee's culpable violation of the provisions of this contract.
- (3) If the lessee is a merchant, a legal entity under public law, or a special fund under public law, claims for damages are excluded. This does not apply to fault-based claims for damages arising from injury to life, limb, or health.
- (4) Obvious defects, particularly incorrect or insufficient deliveries, must be reported by the lessee without delay.
- (5) The lessee is also obligated to report any defects that occur during proper use of the items to Mediatec GmbH in writing without delay to prevent further damage.
- (6) Defect claims additionally require proper contractual use of the rented items, unless the lessee can prove that the defect occurred independently of actual use.
- (7) If Mediatec GmbH acts upon a defect report but the lessee fails to prove a defect, Mediatec GmbH may demand compensation for the incurred expenses.

## **§ 13 Special conditions for rental agreements**

### **Mediatec GmbH is the tenant**

#### **A. Return**

- (1) Mediatec GmbH shall not be liable for late returns if it is not responsible for the delay.
- (2) Mediatec GmbH shall notify the lessor immediately if a delay is to occur. Notification is not required if the lessor has deployed its own employees at the event or construction site and they are still on site at the time of notification. In this case, it is sufficient to consult with the lessor's employees on site.

#### **B. Exchange and replacement**

The lessor is only entitled to exchange or otherwise replace the rented items with the consent of Mediatec GmbH. Mediatec GmbH will give its consent provided that the exchange or replacement does not jeopardize the purpose and contractual execution of the event.