

GENERAL TERMS AND CONDITIONS OF BUSINESS AND INSTALLATION

OPERA GMBH & CO. KG

§ 1 Preamble

1.1 Opera GmbH & Co. KG (hereinafter referred to as the “contractor”) offers event technology for rent and sale including transport, set-up and dismantling as well as permanent installation under the brand name Opera-Eventtec. Event technology comprises lighting, audio, video technology, stage construction as well as the production and distribution of electricity required for events of all kinds.

1.2 Under its brand name Opera-Tent.com, the contractor offers roof systems for rent and sale as well as transport, set-up and dismantling.

1.3 The customer uses the event technology as well as the roof systems for private or commercial purposes.

§ 2 Scope of application

The following terms and conditions shall apply to all contractual relations with the contractor.

Any deviating terms and conditions of the customer shall only apply if the contractor gives its express consent in writing.

§ 3 Conclusion and contents of contracts

3.1 A contract with the contractor shall only come into existence by the contractor’s confirming the conclusion of the contract in writing. Any offers of the contractor shall be non-binding and without obligation.

3.2 The contractor reserves the right to perform subsequent technical changes as well as changes in shape and colour. The contractor shall notify the customer of this.

§ 4 Obligations of the contractor

4.1 In addition to renting and/or selling, the contractor shall be in charge of the set-up and dismantling of the roof systems and event technology (hereinafter also referred to as “event equipment”) as well as their transport to and from the site. The contractor shall provide the necessary personnel for set-up and dismantling, as well as for transport. In agreement with the contractor, helpers can be provided by the customer in individual cases.

4.2 Before conclusion of the contract, the customer shall receive an offer from the contractor comprising recommendations with regard to the event technology and the tent system. If the customer deviates from these suggestions, the contractor shall accept no liability for the compliance of the event technology and/or respective roof system with the requirements of the respective event and/or their suitability for the desired purposes.

4.3 The personnel required to set up, dismantle and transport the event equipment to and from the site shall be remunerated according to hourly or daily rates, invoiced on the basis of work actually done. To this extent, the amounts of hourly or daily work specified in the offer are estimates based on the contractor’s previous experience, which may be exceeded or undercut in the respective case.

§ 5 Obligations of the customer

5.1 The customer shall be obliged to pay the rental or purchase price within the agreed period. If advance payment has been agreed, the contractor shall not be obliged to perform its services until advance payment has been made by the customer as agreed. In the event of a sale of event equipment, the event equipment shall remain the company’s property until full payment has been effected. In the case of default the contractor shall charge default interest at a rate of five percentage points over the basic interest rate applicable at the time. The contractor reserves the right to assert further claims for damages caused by such default.

5.2 Moreover, the customer shall be obliged to provide terrain-capable lifting equipment suitable for the surface conditions at his own expense for the set-up and dismantling of event equipment. The contractor shall inform the customer of the lifting equipment required in the respective case prior to conclusion of the contract.

5.3 The customer shall ensure that the set-up and dismantling site of the roof systems and the event technology is freely accessible and that there are no physical or legal obstacles to set-up and dismantling. The customer shall be liable for any damage caused by delay during the set-up and dismantling of the event equipment and resulting from non-fulfilment of the aforementioned requirements. Delays and waiting times during set-up and dismantling shall be charged to the customer according to the agreed hourly personnel cost rates.

5.4 The customer shall ensure that employees or agents of the contractor have access to the event site and the event equipment at all times, including during the actual staging of the event. If access is refused to employees or agents and an accident should occur as a result, the customer shall be obliged to compensate the contractor for any resulting damages and to indemnify the contractor against claims of third parties.

5.5 In the event of withdrawal or cancellation by the customer, the contractor shall be entitled to reasonable compensation from the customer. The contractor may, at its discretion, claim a lump-sum compensation from the customer instead of specifically calculated damages.

General Terms and Conditions of Business and Installation Opera GmbH & Co. KG

The lump-sum compensation shall amount to 60 per cent of the net amount included in the offer in the case of withdrawal/cancellation up to 4 weeks prior to the agreed start of set-up. In the event of a later cancellation or withdrawal, the contractor shall be entitled to charge the customer 100 per cent of the net amount. If the contractor is able to use the event equipment in question for other purposes during the relevant period, it shall take this into account when assessing the damage in order to reduce the claim.

5.6 In the event that the customer proves to the contractor that the contractor has suffered no or only minor damages, the contractor shall charge the customer only for such damages.

§ 6 Liability for damages

6.1 Rented roof systems shall be insured during transport as well as during standing time against damage caused by transport accidents or damage caused by adverse weather conditions insofar as possible damages are not covered by an organiser's liability insurance to be taken out by the customer (cf. clause 6.6).

6.2 Rented event technology shall be insured by an electronics insurance insofar as possible damages are not covered by an organiser's liability insurance to be taken out by the customer (cf. clause 6.6).

6.3 The customer shall be liable for damages to the event equipment or to property of third parties that occur during the standing period or during set-up and dismantling and which are not caused by the contractor or one of its subcontractors.

6.4 The customer shall have the premises on which the event equipment is located monitored for protection against vandalism or theft.

6.5 The customer shall indemnify the contractor against claims of third parties arising from improper use of the rented equipment.

6.6 The customer shall take out adequate organiser's liability insurance for each individual case. The customer shall furnish evidence of such organiser's liability insurance to the contractor by sending the contractor a copy of the insurance policy.

§ 7 Release from performance obligations

7.1 In the event that it is not possible for the contractor to set up the roof system due to adverse weather conditions (storm, hail, heavy rain), the contractor shall be released from its performance obligation. The customer cannot demand compensation for a possible damage from the contractor. Neither shall the customer be obliged to pay the rent unless the contractor has already started with the transport or set-up of the event equipment.
In the latter case the costs incurred shall be charged to the customer.

7.2 In the event that the customer's description does not match the site conditions and the contractor is of the opinion that it is not possible to set up the event equipment, the contractor shall also be released from its performance obligation. The customer shall nevertheless be obliged to pay the agreed remuneration to the contractor.

7.3 The customer shall bear the risk that the event equipment cannot be used due to adverse weather conditions (e.g. storm from wind force 8). The customer shall ensure that the roof systems and the surrounding event site are cleared in the case of wind force 7 storms.

§ 8 Confidentiality

The customer undertakes to keep confidential the prices agreed with the contractor.

§ 9 Limited liability

9.1 The contractor shall only be liable towards the customer in the case of gross negligence or wilful conduct.

9.2 The above limitations of liability shall not apply to claims of the customer arising from product liability. Moreover, the limitations of liability shall not apply in the case of injuries to life or limb, health damages, or loss of life of the customer caused by the contractor's conduct.

§ 10 Final provisions

10.1 These terms and conditions shall be governed by the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

10.2 If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive legal venue for all disputes arising from this contract shall be the contractor's registered place of business. The same shall apply if the customer does not have a general legal venue in Germany or if his place of residence or usual place of abode is not known at the time of filing of the action.

10.3 If any provision of the contract with the customer including these General Terms and Conditions should be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to negotiate a new ruling that comes as close as possible to what was originally agreed.