

Mary Jane Berlin 2022
Arena Berlin
15.07. - 17.07.2022

ORDER FORM BOOTH CONSTRUCTION

Orders have to be placed by **June 15th 2022**. Late orders will be accepted with a 20% surcharge on below mentioned prices.

HALL:	STAND:
EXHIBITOR:	



expofair GmbH, Berlin
Bessemerstraße 38-42
12103 Berlin

Tel. +49 30 684086-0
Fax +49 30 684086-19

info@expofair-berlin.de
www.expofair-berlin.de

company	
adress	
phone / fax	
email	
contact person on-site with mobile number	

Grafics

Direct print on wall infills 200,00 € x running metre = €



- print format 962 x 2412 mm
- sight format 950 x 2400 mm

Digital print on textile 210,00 € x running metre = €



- printing height 248 cm
- incl. pipping splint and fabric with sewn-in pipping
- exact print dimensions on request

Illuminated wall expoLumina 320,00 € x running metre = €



- aluminium frame incl. lightbox
- Fullsize print incl. pipping splint on dialight with sewn-in pipping
- width 2m - 8m
- printing height 248 cm
- exact print dimensions on request

Print data

Prefered scale 1:10 - 1:1 at 150-300dpi without any printer marks; Color space CMYK
Convert fonts into paths. File format PDF/X.

Total net €

All prices are net and are liable to value added tax (VAT).
Please pay attention to our general terms and conditions on the last page.

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date

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legally binding signature / company stamp

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Additional requests

Description	price (€) pc.	Amount	total price
Spotlight	34,00		
			
Description	price (€) running mtr.	Amount	total price
Digital prints on fascia per running metre (lfm)	46,00		
			
Description	price (€) pc.	Amount	total price
Fascia	18,90		
			

Additional requests

= €

Total net..... €

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ORDER FORM FLOORING

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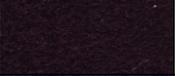
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company	
adress	
phone / fax	
email	
contact person on-site with mobile number	

MALTE (Carpeting rep quality)

SKU	colour	size	amount (m ²)	price per m ² (€)	total price
79011a	grey	.....m x .....m		10,00	
79011b	black	.....m x .....m		10,00	
79011c	blue	.....m x .....m		10,00	
79011d	green	.....m x .....m		10,00	
79011e	red	.....m x .....m		10,00	

COMFORT (Carpeting velours quality)

SKU	colour	size	amount (m ²)	price per m ² (€)	total price
79012a	grey	.....m x .....m		11,50	
79012b	black m xm		11,50	
79012c	blue m xm		11,50	
79012d	green m xm		11,50	
79012e	red m xm		11,50	

Total net €

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ORDER FORM FURNITURE

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 12103 Berlin

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 www.expofair-berlin.de

company	
adress	
phone / fax	
email	
contact person on-site with mobile number	

SKU	name	Price (€)	quantity
10130	Shell chair cushioned	9,90	
10261	Chair Flou, anthracite	16,60	
12680	Chair Kuadra, chrome/white	13,90	
12120	Chair Calexpo white, wood	31,60	
12112	Chair Kalea black/white	26,80	
12113	Chair Kalea red/white	26,80	
12095	Chair Ara, white	18,60	
12090	Club Ara, black	18,60	
15000	Club armchair black	59,20	
15100	Club armchair white	68,10	
15016	Armchair Qubo black	108,50	
15015	Armchair Qubo white	108,50	
16122	Bar stool Calexpo white, wood	38,70	
16123	Bar stool Calexpo black, wood	38,70	
16100	Bar stool Z, black	27,10	
16101	Bar stool Z white	12,80	
16680	Bar stool Kuadra, white	27,50	
16022	Bar stool LEM, white	75,30	
21001	Meeting table white 80x80	29,00	
21002	Meeting table black 80x80	29,00	
21021	Meeting table white 120x80	33,10	
21022	Meeting table black 120x80	33,10	
21040	Meeting table white 160x80	38,30	
21042	Meeting table black 160x80	38,30	
29034	Bridge table modulo 110 / 180 x 70 white	120,70	
29035	Bridge table modulo 75 / 180 x 70 white	120,70	
26000	Bistro table chrome/white Ø 70	26,20	
26010	Bistro table chrome/black Ø 70	28,40	
26120	High table stainless steel/white 70x70	55,90	
26125	High table stainless steel/black 70x70	55,90	
29010	High table, foldable white Ø 70	26,80	
29405	High table Inox/white Ø 70	41,20	
29410	High table Inox/black Ø 70	44,70	

SKU	name	Price (€)	quantity
29120	High table stainless stell/white 70x70	68,60	
29140	High table stainless stell/black 70x70	68,60	
21081	Coffee table chr/white 80x80x40	29,00	
27050	Coffee table chrome/glass Ø 70	62,00	
30001	Wardrobe rack large	29,60	
30002	Coat hanger PVC	0,80	
30110	Wardrobe rack chrom	17,70	
50020	Sideboard white/Alu 80x40x72	69,10	
50206	Filling shelf white 80x28x106	30,80	
50207	Filling shelf black 77x40x110	30,80	
50211	Filling shelf black 77x38x200	38,00	
50214	Filling shelf white/Alu 80x40x200	38,00	
50111	Table glass cabinet Maxima white/alu/glass	166,00	
50121a	High cabinet 103x53x200 mit lighting	292,00	
42295	Counter white/alu	69,10	
42305	Counter white/alu composition	83,50	
42451	Counter Magic	129,00	
50631	Computer high desk	153,00	
50810	Brochure rack „zickzack“	109,00	
50825	Brochure rack „easy“	61,50	
50822	Brochure rack „PZ 6“	75,30	
60300	Fridge 140 l	66,60	
60310	Drinkingfridge 400 l with glassdoor	131,00	
65000	Paper bin PVC/grey	5,10	
44100	Disinfection stand	80,90	
42391	hygienic protection wall 80x80 incl. hatch	29,95	

For more information please check our website on expofair-berlin.de
 All prices including transport, setup, dismantle

Total net €

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Art. 10130
 Shell chair cushioned
 9,90 €



Art. 10261
 Chair Flou anthracite
 16,60 €



Art. 12680
 Chair Kuadra
 13,90 €



Art. 12120
 Chair Calexpo white, wood
 31,60 €



Art. 12112/12113
 Chair Kalea wh/bl or wh/red
 26,80 €



Art. 12095 / 12090
 Chair ARA, black or white
 18,60 €



Art. 15000/15100
 Clubchair black or white
 59,20 € / 68,10 €



Art. 15015/15016
 Armchair Qubo white or black
 108,50 €



Art. 16100/16101
 Bar stool Z black or white
 27,10 €



Art. 16680
 Bar stool Kuadra white
 27,50 €



Art. 16122/ 16123
 Bar stool Calexpo white or black
 38,70 €



Art. 16022
 Bar stool LEM white
 75,30 €



Art. 21001/21002
 Meeting table white or black
 80x80
 29,00 €



Art. 21021/21022
 Meeting table white or black
 120x80
 33,10 €



Art. 21040/21042
 Meeting table white or black
 160x80
 38,30 €



Art. 29034/29035
 Highbridge table modulo 110 or
 lowbridge table modulo 75
 120,70 €



Art. 26000/26010
 Bistro table chrome/white or
 black
 26,20 € / 28,40



Art. 26120/26125
 Bistro table stainless steel wh/bl
 55,90 €



Art. 21081
 Coffee table chrome/white
 19,20 €

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VIEW FURNITURE



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Art. 27050
 Coffee table chrome/glass
 62,00 €



Art. 29010
 High table white, foldable
 26,80€



Art. 29405/29410
 High table INOX white or black
 41,20 € / 44,70 €



Art. 29120/29125
 High table stainless steel w or b
 68,60 €



Art. 30001
 Wardrobe rack chrome
 29,60€



Art. 30110
 Wardrobe stand chrome
 17,70 €



Art. 50020/50018
 Sideboard white or black
 69,10 €



Art. 50206/50207
 Filing shelf wh or bl, H 110
 30,80 €



Art. 50211/50212
 Filing shelf wh or bl, H 200
 38,00 €



Art. 50111
 Table glass cabinet
 166,00 €



Art. 50121a
 High showcase H 200 lit-up
 292,00 €



Art. 42295
 Counter, lockable
 69,10 €
 printable front: +80€



Art. 42305
 Counter with composition,
 lockable
 83,50 €
 printable front: +80€



Art. 42451
 Counter Magic, lockable
 129,00 €



Art. 50631
 Computer high desk, lockable
 153,00 €



Art. 50810
 Brochure stand
 birch, white or black
 109,00 €



Art. 50825
 Brochure stand Easy
 61,50 €



Art. 50822
 Brochure stand „PZ 6“
 75,30 €



Art. 60300
 fridge
 77,90€

WICHTIGE INFORMATIONEN ZU IHRER BESTELLUNG:

Bei vom Vermieter transportkostenfrei belieferten Veranstaltungen, erfolgt die Anlieferung im Sammeltransport, dessen Termin der Vermieter festlegt.

Der Vermieter sichert eine Lieferung vor Beginn der Veranstaltung zu.

Lieferungen zu abweichenden Terminen sind für den Mieter kostenpflichtig.

Ist bei Anlieferung der Messestand personell nicht besetzt, so gelten mit dem Abstellen der Mietgegenstände auf dem Messestand die Mietgegenstände als ordnungsgemäß übergeben. Der Mieter trägt ab diesem Zeitpunkt die Gefahr für Verlust oder Beschädigung der Mietgegenstände.

Der Vermieter ist nicht verpflichtet, die Legitimation der bei der Anlieferung der Mietgegenstände angetroffenen Personen zu überprüfen.

Wird die Anlieferung oder Rückholung der Mietgegenstände durch schuldhaftes Verhalten des Mieters verhindert, ist der Vermieter berechtigt, den zusätzlich entstehenden Aufwand in Rechnung zu stellen.

IMPORTANT INFORMATION ABOUT YOUR ORDER:

In the case of events supplied by the lessor free of transport costs, delivery shall be made by collective transport, the date of which shall be determined by the lessor.

The lessor guarantees delivery before the start of the event.

Deliveries on different dates are subject to a charge for the Lessee.

If the exhibition stand is not staffed at the time of delivery, the rented items shall be deemed to have been properly handed over when they are placed on the exhibition stand.

The lessee shall bear the risk of loss of or damage to the rented items from this point in time.

The lessor is not obliged to check the legitimacy of the persons encountered upon delivery of the rental objects.

If the delivery or retrieval of the rental objects is prevented by culpable conduct on the part of the Lessee, the Lessor shall be entitled to charge for the additional expenses incurred.

I. GENERAL LEASING TERMS AND CONDITIONS

1. Scope and content of these General Leasing Terms and Conditions

1.1. For the legal relationships created through use of the website at the URL www.expofair-berlin.de, catalogues, by e-mail, telefax, letter or other telecommunications between the provider,

expofair GmbH, Berlin Kongress-, Ausstellungs- und Festausstattungen

- hereinafter also referred to as expofair or Lessor -

Bessemersstraße 38-42, D-12103 Berlin, Germany, Telephone: +49 (0)30 68 40 86-0, Fax: +49 (0)30 68 40 86-19

E-mail: info@expofair-berlin.de, Internet: www.expofair-berlin.de

Managing Directors: Hans-Norbert Gruchmann

Legal jurisdiction: Berlin - Charlottenburg Local Court - HR B 46412

VAT ID No.: DE811448543

and its users

- hereinafter referred to as Lessee -

the following General Leasing Terms and Conditions apply exclusively, as amended, at the time of conclusion of the leasing procedure, executed in written or text form or verbally. Leasing in electronic form or via the Internet are excluded. Inter alia, these General Leasing Terms and Conditions serve to fulfil legal information and notification duties vis-à-vis consumers, where necessary. All consumer information is notified to the customer with the General Leasing Terms and Conditions – hereinafter also only referred to as GLTC – after leasing, also in text form (e.g. letter, fax, e-mail), insofar as this is necessary with a consumer, according to the legal nature of the respective contract. Furthermore, the customer may obtain, print out, or save these GLTC via the Lessor's Internet portal. For this, please highlight this text and save it on your computer/print it out. The Lessor refers separately to the data protection guidelines and the corresponding data protection policy, retrievable at www.expofair-berlin.de/datenschutz/.

1.2. Any deviating general terms and conditions of the customer of expofair shall not become the content and subject matter of the legal relationships between the Lessor and Lessee.

1.3. The Lessor's leasing offer is exclusively directed towards commercial Lessees (entrepreneur) with an invoice and delivery address, who have reached the age of 18.

1.4. The contract language is German.

2. Formation of the lease agreement

2.1. The presentation of the leasing items and possible stated prices on the Lessor's website and/or in the catalogue, which is made available in physical and/or electronic form, does not constitute a binding offer by the Lessor for the conclusion of a lease agreement, but is subject to confirmation and is non-binding. This is only intended to encourage the Lessee to make a binding offer, aimed at the conclusion of a lease agreement, for the movable items ordered by him for use in return for payment – hereinafter also referred to as leased goods or lease object – at the prices stated on the website and/or the catalogue of the Lessor, with the inclusion of these General Leasing Terms and Conditions (GLTC).

2.2. When sending an order in written and/or text form, the Lessee expressly acknowledges these General Leasing Terms and Conditions as being solely decisive for the legal relationship between him and the Lessor.

2.3. The Lessor confirms the receipt of a lease executed by the Lessee by sending a confirmation e-mail and/or an order confirmation letter. An electronic order confirmation does not yet constitute the acceptance of the Lessee's offer of a contract. It only serves as information for the Lessee that the Lessee's lease request has been received by the Lessor.

2.4. A lease agreement is only concluded between the Lessor and the Lessee, if the Lessor accepts the Lessee's lease request, no later than by delivery of the leased goods or by sending a separate order confirmation within 14 days.

3. Prices, payment terms and default

3.1. As a general rule, the Lessor's leasing prices at the time of conclusion of the leasing transaction by the Lessee apply to the surrender of use of the leased goods in return for payment.

3.2. All leasing prices are stated exclusive of the statutory value-added tax, without the costs of transportation/shipping to the place of performance, which are arranged separately and individually.

3.3. The payment of the leasing fee takes place at the customer's option, by cash in advance, by advance transfer, credit card (VISA, Mastercard), by cash on delivery, or against an invoice. The Lessor reserves the right to exclude individual payment methods on a case-by-case basis. With the selection of the "credit card" payment method, the leasing fee is reserved on the Lessee's credit card ("authorisation") at the time of concluding the leasing transaction. The actual charge to the credit card account only takes place at the time when the leasing object is collected from the Lessor by the Lessee or at the Lessee's request, has been transported/shipped to the same or to a separately arranged delivery location.

3.4. The arranged leasing fee falls due immediately for payment after the lease agreement is concluded and receipt of a proper invoice without any deductions and no later than upon handover of the leased object to the Lessee. A payment is only deemed as having been made, if the invoice amount has been received by the Lessor. In the case of payment default, the leasing fee shall bear interest. If the Lessee is a consumer, default interest shall fall due no later than after a period of 30 days after receipt of the rental object and a proper invoice in the amount of 5 percentage points and in the event that the Lessee is an entrepreneur, in the amount of 9 percentage points above the respective base interest rate. Bills of exchange or cheques are only accepted as a payment method after explicit arrangement with the Lessor and are only accepted by him on account of performance. The handover of a cheque or bill of exchange is only deemed as a completed payment after a credit is received by the Lessor. Discounting and moving-in fees shall be borne by the Lessee. The Lessor is not liable for the timely presentation of a cheque or bill of exchange.

3.5. Entrepreneurs are only entitled to a right of retention of the leasing fee, if their counterclaim is based on the same contractual relationship, the counterclaim is established as final and absolute by a court of law or has been acknowledged by the Lessor.

4. Delivery periods

4.1. All leasing objects, which are available from the Lessor's warehouse and are not collected by the Lessee from the warehouse of the Lessor, shall be put onto the transport/shipping route within individually arranged time limits, after the lease agreement is concluded.

4.2. The arranged delivery period starts upon receipt of the Lessor's order confirmation by the customer, which has either been confirmed or not objected to.

4.3. The delivery period extends, if necessary, by the time until the Lessee has provided the Lessor with all of the information, details, and documentation, which is necessary for executing his leasing request.

4.4. Delivery delays, which are caused by legal or administrative orders (e.g. import and/or export restrictions) and are not the Lessor's fault, extend the delivery period in accordance with the duration of such impediments. Their start and end shall be notified to the Lessee at once in important cases.

4.5. If the lessor enters into default with the handover of the leased object, the obligation to pay compensation for damages is limited to the foreseeable, typical contractual average loss, in the case of slight negligence. Further claims by the Lessee to compensation for damages only exist, if the default is based on premeditation or gross negligence by the Lessor, his legal representatives, or his legal agents.

5. Delivery, shipping and transfer of risk

5.1. Partial deliveries by the Lessor are permitted, insofar as this is reasonable for the Lessee or is required based on the nature of the rental object.

5.2. The type of transportation/shipping, the transportation/shipping route, and/or the company commissioned with the transportation/shipping may be freely determined by the Lessor at the Lessee's expense, in case of doubt, provided that the Lessee has not commissioned the Lessor with the transportation/shipping and also does not collect the leasing object directly from the Lessor's warehouse. If no explicit arrangement has been made between the contracting parties in this respect, in case of doubt, it is deemed as agreed that the Lessee will collect the leasing object at his own expense from the Lessor's warehouse. If the transportation/shipping method, the transportation/shipping route, and/or the company commissioned with the transportation/shipping should take place at the instruction of the Lessee, as agreed, he must bear the possible extra costs incurred.

5.3. The risk of loss or deterioration of the rental object transfers to the Lessee, as soon it is handed over by the Lessor after transportation. If transportation/shipping take place at the instruction and choice of the Lessee or if the Lessee collects the leasing object directly from the Lessor's warehouse, the risk of loss or deterioration of the rental object transfers to the Lessee, as soon as the rental object has been handed over to the transporter/shipping company or the Lessee or his legal agents have received the rental objects from the Lessor's warehouse. Insofar as the transportation packaging and/or the leasing object contained in it have obvious damage upon handover, the Lessee must notify the Lessor about this at once. Otherwise, the Lessee's claims to subsequent delivery of the leasing object may be rejected by the Lessor, in consideration of good faith.

6. Cancellation Policy

Consumers are entitled to a cancellation right as follows, whereby a consumer is any natural person, who concludes a legal transaction for purposes that are neither mainly attributable to commercial purposes nor for a self-employment activity:

6.1. Cancellation right

You have the right to cancel this contract within fourteen days without specifying reasons.

The cancellation notice period is fourteen days from the day on which you or a third party appointed by you, who is not the carrier, took possession of the goods.

To exercise your right, you must inform us expofair GmbH, Berlin Kongress-, Ausstellungs- und Festausstattungen
Bessemerstraße 38-42, D-12103 Berlin, Germany, Telephone: +49 (0)30 68 40 86-0, Fax: +49 (0)30 68 40 86-19
E-mail: info@expofair-berlin.de, Internet: www.expofair-berlin.de

with a clear declaration (e.g. with a letter sent by post, telefax, or e-mail) about your decision to cancel this contract. You may use the attached cancellation form template; however, this is not prescribed. You may also fill out and send the cancellation form template or another clear declaration on our website at www.expofair-berlin.de/widerruf. Make use of this option, so that we can send you a confirmation of receipt of such a cancellation (e.g. by e-mail) without delay. To preserve the cancellation time limit, it is

sufficient for you to dispatch the notification about exercising the right of cancellation prior to the expiry of the cancellation time limit.

6.2. Consequences of cancellation

If you cancel this contract, we will immediately refund you with all payments received from you, including shipping costs (with the exception of additional costs that result from the fact that you have selected a different shipping method than the standard, lowest-priced shipping method offered by us) and in any case, no later than within fourteen days from the day as of which the notification about your cancellation is received by us. For this refund, we will use the same payment method that you used for the original transaction, unless explicitly agreed otherwise with you; in no case will we charge you any fees for this refund. We may refuse the refund until we have received the returned goods or until you have provided evidence that you have returned the goods, depending on which takes place sooner.

We collect the goods.

The cancellation right lapses prematurely if the contract is completely fulfilled by both parties at the explicit request of the Lessee, before the Lessee has exercised his cancellation right.

End of the cancellation instructions

7. Contractual term and cancellation

The term of the contract is based on the contractual agreement and begins with the handover of the leased object to the Lessee. An extension of the leasing period is only possible after an appropriate additional agreement with the Lessor.

8. Acceptance refusal/cancellation by the Lessee

If a Lessee, who is not a consumer within the meaning of Section 13 BGB [German Civil Code], fails to accept the leased goods or cancels the lease, the Lessor is authorised to demand 20% of the agreed leasing fee with a cancellation up to 4 weeks prior to the agreed handover of the leasing object, 30% of the agreed leasing fee with a cancellation up to 2 weeks prior to the agreed handover of the leasing object, 50% of the agreed leasing fee with a cancellation up to 1 week prior to the agreed handover of the leasing object, and 90% of the agreed leasing fee within 1 week prior to the arranged handover of the leasing object, as compensation for damages and costs, unless the Lessee proves that no loss was incurred, or only for a lower amount. In the case of an extraordinarily high loss, the Lessor reserves the right to claim this instead of the flat-rate compensation for damages.

9. Sub-letting

9.1. Without the explicit written permission of the Lessor, the Lessee is neither authorised to sub-let nor surrender for other use to third parties.

9.2. Upon conclusion of the lease agreement, the Lessee, who is an entrepreneur, shall assign to the accepting Lessor, the claims to which he is entitled against third parties in the event of permitted sub-letting, particularly leasing fee claims and claims for damages, in addition to liens up to the amount of the agreed leasing fee, as security.

10. Liability of the Lessor for material and legal defects, compensation for damages

10.1. If the Lessee is a consumer, the statutory warranty rights apply. If the Lessee is an entrepreneur, the following applies

10.2. A claim for damages by the Lessee for initial defects to the leased object (Section 536 a BGB [German Civil Code]) is initially limited to performing a replacement delivery of an equivalent leased object or remedying of the defect, at the Lessor's option. If the replacement delivery or remedying of the defect by the Lessor is not possible, in consideration of the Lessee's vested interests in the prompt use of the leased object, the Lessor shall be liable in accordance with the statutory provisions. Possible claims for damages by the Lessor are limited to the agreed leasing fee, with the exception of liability for life, limb, and health, in the case of simple negligence.

10.3. If a defect only occurs to the leased object after handover to the Lessee, the Lessor's liability is initially limited to his obligation to make an equivalent replacement delivery or remedy the defect, at his option. If the replacement delivery or remedying of the defect by the Lessor is not possible, in consideration of the Lessee's vested interests in the prompt use of the leased object, the Lessee's claims are limited to subsequent delivery of the leased object or reduction of the leasing fee. Further claims, particularly for damages, are excluded.

10.4. The Lessee's rights for lack of suitability of the leased object for the use stipulated in accordance with the contract, are limited to the right to reduction of the leasing fee and premature cancellation of the lease agreement.

10.5. With the exception of the Lessor's liability for material contractual obligations, as well as injury to life, limb, and health, further claims by the Lessee – regardless of the legal grounds – are excluded, unless explicitly agreed otherwise above. The Lessor is not liable for lost profit or other pecuniary damages of the Lessor. The foregoing liability disclaimer does not apply, if the damages are due to premeditation or gross negligence by the Lessor, the lack of an assured characteristic, the infringement of material contractual obligations, performance default, impossibility, or claims in accordance with Sections 1, 4 of the Product Liability Act.

10.6. An independent guarantee for freedom from defects and the freedom of the leased object from third-party rights shall not be borne by the Lessor.

11. Duties and liability of the Lessee, return of the leased object

11.1. The Lessee undertakes to handle the leased object and accessories received from the Lessor with due care and observe all relevant provisions for its designated use, particularly the Lessor's care instructions. Furthermore, the leased object and received accessories must be stored appropriately and protected properly from external influences.

11.2. The Lessee is prohibited from using the leased object and accessories received from the Lessor for purposes other than intended use. Changing, transforming, or mixing the leased object and accessories received from the Lessor with other movable or immovable items of the Lessee or third parties, is also prohibited.

11.3. The loss or deterioration of the leased object and accessories received from the Lessor must be notified to the Lessor at once. If the Lessee culpably omits the immediate notification, he shall be liable to the Lessor for compensation of the resulting damages incurred.

11.4. On the last day of the leasing period, the Lessee shall return to the Lessor the leased object and any accessories received from the Lessor. If this is not possible for the Lessee due to loss or deterioration of the leased object and/or the accessories received from the Lessor and if he has not taken out appropriate property insurance prior to handover of the leased object, he shall be liable to the Lessor for the value of replacement or the costs of restoration, insofar as restoration is possible, purposeful, and reasonable for the Lessor, according to the condition of the leased object and/or the accessories received from the Lessor.

For mere damage to the leased object, the Lessee is liable to the Lessor for the costs of proper repair, insofar as this is possible, suitability of the leased object for its intended use is not impaired by the repair and the repair costs do not exceed the replacement value.

11.5. A tacit extension of the leasing period within the meaning of Section 545 BGB [German Civil Code] is excluded. For each initiated day of late return, the Lessee shall pay flat-rate compensation for use in the amount of 10% of the agreed leasing fee, unless the Lessee proves that no loss was incurred or only in a lower amount. In the case of an extraordinarily high loss, the Lessor reserves the right to claim this.

12. Liability disclaimer for third-party contents

Insofar as the Lessor's website contains referrals or links to third-party websites, the Lessor assumes no guarantee or liability for the correctness/completeness of the contents and data security of this website. As the Lessor has no influence on compliance with data protection regulations by third parties, it is recommended to the Lessee that the respective data protection policies of the third-party provider are reviewed separately prior to taking advantage of this offer.

13. Data Protection

With the conclusion of the leasing process, the Lessee consent to all data and information being electronically processed by the Lessor, which relate to the business relationship with the Lessee and are necessary for processing the leasing relationship, in accordance with the legal provisions of the Federal Data Protection Act (BDSG), the Telemedia Act (TMG), and the Data Protection Regulation (EU-DSGVO), as amended. Compliance with the aforementioned provisions shall particularly also be ensured in the event that the Lessor may/must use services of third parties for the execution and handling of processing operations in relation to the concluded lease agreement.

14. Information duties in accordance with Sections 36, 37 VSBG [Act on Consumer Dispute Settlements] The Lessor is neither prepared nor obligated to participate in dispute settlement processes before a consumer arbitration board. The responsible consumer arbitration board would be:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V., Straßburger Straße 8, D-77694 Kehl am Rhein

15. Legal jurisdiction, applicable law, and severability clause

15.1. In business transactions with merchants and public-sector and private-law legal entities, Berlin is agreed as the legal jurisdiction for all legal disputes arising from this contract, including bill of exchange and cheque litigation. However, the Lessor remains free to file legal action at the Lessee's registered office.

15.2. The law of the Federal Republic of Germany applies to the contractual relationships between the Lessor and the Lessee, to the exclusion of the UN Sales Convention. The mandatory consumer protection regulations of the state in which the Lessee, who is a consumer, has his usual abode, is exempted from this choice of law, as in business transactions with consumers within the European Union, the law at the consumer's place of resident may be applicable, provided that consumer-law provisions are necessarily involved.

15.3. The invalidity of individual provisions of the lease agreement or these General Terms and Conditions does not affect the validity of the remaining provisions.