

## **Right of cancellation and modification, late return**

### §1 Cancellation of an order

- The cancellation of a confirmed order has to be made in writing and is valid at the time fusion event GmbH can take notice of it during normal business hours.
- The calculation of the cancellation costs is based on the following scale:
  - a) Receipt of the cancellation up to 14 days before delivery / collection: 25 % of the net rental price plus the applicable statutory VAT.
  - b) Receipt of notice of cancellation up to 7 days before delivery / collection: 50 % of the net rental price plus the applicable statutory value-added tax.
  - c) Receipt of notice of termination up to 3 days prior to delivery/collection: 75 % of the net rental price plus the applicable statutory value-added tax.
  - d) Receipt of notice of termination up to 24 hours before delivery/collection: 90% of the net rental price plus the applicable statutory value-added tax.
  - e) Receipt of notice of termination later than 24 hours prior to delivery/collection: 100% of the net rental price plus the applicable statutory value-added tax.
- Should fusion rent have incurred costs beyond the normal course of business up to these times, these are to be borne 100% by the customer.
- If it was necessary for fusion event GmbH to rent material from other companies for the execution of the order and the customer was aware of this and costs are incurred due to the cancellation of the order, the customer must bear these costs 100%.
- Partial cancellations/reduction in the ordered quantity will be charged proportionally.

### § 2. express change

- A further change of the delivery quantities is possible at the latest 3 working days before delivery / collection. If the change takes place at a later date, fusion event GmbH reserves the right to charge an express surcharge between 100,- and 200,- Euro for the short-term provision of the additional goods.
- The renter is aware that changes in the delivery quantities may result in additional costs, including a change in transport as well as set-up and dismantling costs. These will be charged individually

### §3. change of delivery and assembly and disassembly times

- With the binding signature of the rental contract/offer, the renter also confirms the possible delivery as well as set-up and dismantling times listed herein. These can be changed free of charge up to 6 working days before delivery. If a change is made at a later date, fusion event GmbH reserves the right to charge a change fee between 100,- and 200,- Euro for the short-term rescheduling of means of transport as well as personnel. In addition, higher hourly billing rates or transport costs may be incurred.
- If there is a reduction of the personnel hours, the number of personnel or the means of transport, fusion event GmbH reserves the right to charge proportionally up to 100% of the loss costs.
- The renter is aware of the fact that changes in delivery as well as set-up and dismantling times may result in additional costs, especially in case of an extension of the rental period.

### §4 Delayed return

- If the rental material is provided for collection only after the end of the rental period, is returned, is not at the agreed place of collection at the time of collection or is in a condition contrary to the contract, fusion event GmbH is entitled to additional rent in the amount of the

respective daily rent per commenced day by which the collection of the rental material is delayed due to this.

- In addition, fusion event GmbH is entitled to internal (especially personnel-related) and external (especially transport- and storage-related) additional expenses according to generally accepted rates.

- The assertion of further claims, especially in case of damage to the rental object or unfeasible follow-up rentals, remains unaffected.

Kirchheim, 23.04.2023