

I General Provisions

1. These General Terms and Conditions govern the contractual relationships between fusion event GmbH—hereinafter referred to as the "Lessor"—and the Lessees.
2. Scope of Application:
 - 2.1. The Lessor's deliveries, services, and offers are provided exclusively on the basis of these Terms and Conditions. Additions, amendments, collateral agreements, or conflicting general terms and conditions shall only become legally effective if the Lessor has consented to them in writing. These Terms and Conditions shall apply to all future contractual relationships between the Lessees and the Lessor, even if no specific reference is made to them in an individual case.
 - 2.2. Should any of these provisions, or any other provision agreed upon, be or become invalid, the validity of the remaining provisions shall not be affected.
3. Offers made by the Lessor are always freely revocable unless the Lessor has expressly provided them with a binding time limit in writing.
4. Terms and conditions published by the Lessor—particularly in catalogs, brochures, emails, or on its website—do not, in and of themselves, constitute a binding offer in the legal sense.
5. A contract between the Lessor and the Lessee shall only become legally effective upon the receipt of a written order from the Lessee and a written order confirmation from the Lessor, and/or upon the Lessor effecting a delivery corresponding to the Lessee's order.
6. Requests for changes to orders that have already been placed will, as a general rule, only be accepted by the Lessor if received in writing at least 72 hours prior to the scheduled delivery date. For such changes to become contractually binding, written confirmation from the Lessor is required. The Lessor is entitled to charge the Lessee—following consultation with the Lessee and within a reasonable scope—for any additional internal (particularly personnel-related) and external (particularly transport- and storage-related) expenses incurred as a result of the Lessee's requested changes. Detailed regulations and terms regarding this matter can be found in the document "Right of Withdrawal and Modification," which forms an integral part of every concluded contract and is available for viewing at www.fusionrent.de.

II. Rental Terms and Conditions

1. Subject of the Rental

- 1.1. The rental items consist of the furniture, technical equipment, and other trade fair and event furnishings specified in the order confirmation. A more detailed description of the items can be provided upon request.
- 1.2. The rental items are provided exclusively for their customary use and for the agreed-upon purpose. Any other use is not permitted.
- 1.3. None of the rental items are insured during the period in which they are in the possession of the Renter. Liability transfers to the Renter as soon as the Renter takes receipt of the rental items. The Lessor therefore recommends that the Renter insure the rental items at their own expense for the duration of the event or trade fair. We would be happy to recommend an insurance broker upon request.

2. Rental Period

- 2.1. The rental equipment is made available to the Renter solely for the agreed-upon period and at the agreed-upon installation site.
- 2.2. The initial rental unit (RU) covers a period of 72 hours. The tiered pricing structure for longer rental periods can be provided upon request.
- 2.3. Special trade fair rates apply to events held at Messe München and the ICM. These rates cover the entire duration of the trade fair and include transport, collection, as well as the placement and retrieval of items at the trade fair stand.
- 2.4. The rental period commences upon the handover of the rental items to the Renter and concludes upon their return to the Lessor.

2.5. Unless expressly agreed otherwise in writing between the Lessor and the Renter, the collection or acceptance of the rental items by the Lessor shall take place exclusively during the Lessor's regular business hours. Should an assignment conclude at a later time, the Lessor is obligated to collect or accept the items only on the following day. The rental period shall therefore not end until this date.

3. Rental Price, Transport Costs, and Payment Terms

3.1. All agreed prices are net prices and are exclusive of the applicable statutory value-added tax.

3.2. All prices are payable without any deductions, unless otherwise agreed in writing.

3.3. The costs for delivering the rental equipment to the agreed site of use, as well as the costs for its collection by the Lessor, shall be borne by the Lessee. These costs shall be itemized separately in all quotations, order confirmations, and invoices.

3.4. We charge for services rendered in response to our Renter's special requests based on actual effort, calculated according to our hourly rates valid at the time of service. This applies in particular to the setup and distribution of the rented items, as well as the laying or gluing down of floor coverings. Should the Lessor's employees perform overtime, night work, or work on Sundays or public holidays as requested in the order, we reserve the right—subject to prior consultation and written agreement with the Customer—to levy standard market surcharges. If the Renter requests the setup, distribution, and/or dismantling of the rented items, we can guarantee the provision of personnel to the Customer—provided a contractual order has been placed—up to 6 working days prior to delivery, in the agreed quantities, at the agreed times, and at the agreed hourly rates. For any changes to, or bookings of, this service made less than 6 working days prior to delivery, we cannot guarantee that we will be able to implement such changes free of charge or provide the service at our standard hourly rates.

3.5. Unless expressly agreed otherwise in writing between the Lessor and the Renter, contractual payment claims—totaling 100% of the agreed amount—shall become due for payment no later than three working days prior to the commencement of the assignment; in cases where the order is placed at a later date, payment shall be due on the day the order is issued, though in all instances, payment must be made prior to the actual commencement of the respective assignment. Failure by the Renter to make timely payment entitles the Lessor to withhold the agreed rented items and services in their entirety. The Lessor's contractual claims shall remain unaffected thereby.

3.6. For invoice amounts totaling less than €200.00 (net) per order, the Lessor reserves the right to charge a flat-rate administrative fee of €20.00 to cover incidental administrative costs.

3.7. International Customers are required to provide the Lessor with a valid VAT identification number at the time the order is placed. In addition, they are obliged to reimburse any bank charges incurred in connection with international payment transactions. Furthermore, the Lessor is entitled to charge a flat-rate fee—of at least EUR 20.00—to cover any additional administrative effort arising from such international payment transactions.

4. Delivery and Return

4.1. Unless otherwise agreed in writing, the delivery of the agreed rental item to the agreed location—or, in the case of self-collection, the provision of the agreed rental item at a location designated by the Lessor—shall take place during the course of the day on which the rental period commences. Any request for delivery or provision at an earlier time or on a specific fixed date must be communicated to the Lessor no later than at the time the order is placed. Such arrangements require written confirmation from the Lessor. The rental period shall be extended accordingly. If delivery is undertaken by a third party, the transfer of risk shall occur at the moment the rental items are handed over to said third party. If the Lessee undertakes the delivery under their own management, they are obliged to adhere to the agreed delivery schedules.

4.2. If, at the agreed time of delivery, neither the Lessee nor an authorized representative is personally present to receive the items, the rental property shall be deemed to have been duly handed over the moment the rental items are deposited at the location. From that moment on, the Lessee shall bear full responsibility for any damage to or loss of the rental items.

4.3. If the Lessor fails to fulfill its performance obligation—despite such obligation being due—or fails to fulfill it as contractually owed, the Lessee may set a reasonable grace period for performance or for subsequent performance. As a general rule, such a grace period shall be deemed reasonable if it affords the Lessor the opportunity to render performance in good time prior to the Lessee's intended initial use of the rented equipment. If the Lessor fails to effect delivery within the specified grace period—and if it is foreseeable that the Lessor will be unable to deliver the agreed rental item by the time designated for its intended use, or if we issue a corresponding declaration to this effect—the Lessee may terminate the contract. Clause II.6.8. remains unaffected. The Lessee's right of termination shall extend solely to the specific individual contract under which the delay occurred; if a framework agreement or long-term contractual relationship exists, such relationship shall remain unaffected by said termination.

4.4. The Lessor's contractual partners acknowledge that we are a high-growth enterprise and that we aim to achieve a high turnover rate for our rental equipment. In this context, it cannot be ruled out that delays may arise on the part of our suppliers or in connection with the return of equipment by previous lessees. The Lessor shall be released from its performance obligation to the extent that it fails to receive proper delivery itself, despite having exercised all reasonable efforts to secure such delivery. In such an event, the Lessee shall be informed immediately of the unavailability of the equipment; furthermore, should the Lessee have already rendered any reciprocal performance (e.g., payments), such performance shall be refunded immediately. The same shall apply in cases of *force majeure* or other events beyond the Lessor's sphere of influence (e.g., strikes, lockouts, natural disasters, etc.).

4.5. In cases involving pickup solely at the site of use, the Renter must, upon the expiration of the rental period, make all rented items available for collection immediately, securely loaded, properly stowed, protected against damage, packed and ready for transport, accessible, and in a safe condition. If the Renter is responsible for collecting and packing the rented items at the site of use, the Renter must, upon completion of the assignment, make said items available at the designated pickup location in a timely manner and in such a way that the collection, packing, and removal thereof can be carried out without hindrance. The Renter is not responsible for searching for or collecting rented items in locations or premises other than the designated site of use.

4.6. If the rented equipment is made available for pickup or returned only after the expiration of the rental period; or if, at the time of pickup, it is not located at the agreed-upon pickup site; or if it is in a condition that violates the terms of the contract, the Renter shall be liable to the Lessor for additional rent—calculated at the applicable tiered rental rate—for each commenced day by which the pickup is delayed. Furthermore, the Lessor shall be entitled to compensation for any resulting additional internal costs (particularly personnel-related costs) and external costs (particularly transport- and storage-related costs), calculated in accordance with standard market rates. The right to assert further claims—particularly in the event of damage to the rented items or the inability to fulfill subsequent rental agreements—remains unaffected hereby.

4.7. The premature return of the rented items does not constitute a termination of the rental agreement and does not release the Renter from their duty of care and security obligations as set forth in Clause II.1.3. Any exceptions to this rule require the prior written consent of the Lessor.

4.8. The use of the rented equipment at a location other than that contractually designated, or for a purpose other than that contractually intended, requires the prior written consent of the Lessor. If the tenant fails to obtain this consent, this may give rise to claims against the tenant—in particular, to the immediate termination of the tenancy agreement by the lessor.

5. Transport, Setup, and Dismantling

If the setup and dismantling of the rented equipment is carried out by the lessor, the following must be observed.

5.1. The lessee is responsible for ensuring that the applicable accident prevention and occupational safety regulations are observed at the place of use.

5.2. The times agreed upon in an order for deliveries, pickups, and setup and dismantling are binding. The lessee will notify the lessor of any changes in a timely manner so that the lessor is able to inform the personnel scheduled for deployment at least 6 working days before the planned deployment. If notification is received at a later date, the lessor will make every effort to meet the personnel requirements but does not guarantee fulfillment.

5.3. At the end of the setup or dismantling operation, the lessee is obligated to confirm the personnel's working hours by signing the provided activity reports. Subsequent objections to the signed activity reports are excluded.

5.4. Break times and working hours are governed by the Working Time Act and are to be paid by the renter.

5.5. Notwithstanding the right of withdrawal and modification, cancellation of an order for transport or setup and dismantling is free of charge up to 21 days before the start of the assignment. For cancellations between 8 and 20 days before the start of the assignment, 50% of the transport costs and/or the hourly rate for the planned duration will be charged. For cancellations up to 7 days before the start of the assignment, 100% of the transport costs and/or the hourly rate for the planned duration will be charged.

5.6. The hourly rate payable by the renter to the lessor and any reimbursable travel expenses are determined by the respective valid order and the current price list for transport and logistics. The same applies to surcharges for overtime, night work, work on Sundays and public holidays, as well as work on Christmas Eve and New Year's Eve.

5.7. Unless otherwise agreed upon within the scope of a contract, a minimum daily working time of 4 hours applies. The client must pay for the agreed minimum working time, even if the personnel are deployed for a shorter period. Partial quarter-hours are billed at 25% of the agreed hourly rate.

5.8. During their assignment, the personnel are subject to the locally applicable occupational health and safety regulations. The resulting obligations are the responsibility of the client. The client ensures that the personnel can use the occupational safety facilities without hindrance. Basic company training as well as specific training for the transport, assembly, and disassembly of rented furniture is provided by the lessor. However, in accordance with Section 12 Paragraph 2 of the Occupational Health and Safety Act, the client must inform the personnel before the commencement of work and whenever changes occur in their work area about contract-specific and site-related hazards to safety and health, as well as about the measures and facilities for preventing these hazards. A training record must be kept.

5.9. The lessee shall inform the lessor of all essential characteristics of the activities to be performed by the personnel, as well as the required qualifications, protective equipment, and/or medical examinations.

Appropriate PPE will be provided by the lessor.

5.10. If the lessor fails to comply with their obligation to provide information, the lessor is entitled to suspend all work until safety is restored. Any costs incurred, including lost wages, shall be borne by the lessee.

6. Inspection Obligations and Complaints

6.1. The lessee is obligated to inspect the rental items immediately upon delivery to ensure they are in proper working order.

...to verify the condition of the rental items and the completeness of the delivery.

6.2. The Renter acknowledges that the rental items have been used multiple times and are not new. Normal signs of wear and slight variations in color tone do not constitute grounds for a complaint.

6.3. Wood and leather are natural products; therefore, variations in surface texture, color, and composition are possible. When lighting the rental items, variations in color rendering may occur due to different light sources, even if identical color filters are used. This does not constitute grounds for a complaint.

6.4. All dimensions listed in the catalog are approximate figures. Any minor deviations do not constitute grounds for a complaint.

6.5. By taking possession of the rental items, the Renter confirms that the delivery and services provided are free of defects and complete. Should a defect subsequently become apparent, it must be reported to us immediately upon discovery, but no later than two hours after handover. Otherwise, the goods shall be deemed accepted.

6.6. If the Lessor delivers an excess quantity of goods, the Renter must report this immediately.

6.7. If the Lessor is obligated to provide subsequent performance (remedy), the Lessor is entitled—at their sole discretion—to either deliver proper, contract-compliant replacement goods or to rectify the defect. Insofar as is feasible within the scope of proper business operations, the Lessor shall be granted at least two attempts at subsequent performance prior to the commencement of the intended use. Furthermore, additional attempts at subsequent performance shall be granted if they can be carried out in a timely manner prior to the commencement of the intended use. If subsequent performance fails in accordance with these provisions, is deemed unreasonable, or is refused, the Renter shall be entitled to a reasonable reduction in the rental fee.

6.8. For the installation of floor coverings, we use double-sided adhesive tape. When applied to certain surfaces, this material may leave behind damage or residue. It is the responsibility of the Renter to test the compatibility of the surface. To this end, we will gladly provide a sample of the adhesive tape upon request. The Renter assumes liability for any resulting damage. Liability pursuant to Section II.6.8. remains unaffected.

7. Liability and Transfer of Risk

7.1 The Renter shall handle the rented equipment with due care. The Renter shall compensate for damage to, or loss of, the rented equipment insofar as such damage or loss occurred during its use while under the Renter's responsibility—whether caused by the Renter or by third parties—and relates to risks that fall within the Renter's sphere of influence and are within the Renter's control. This applies in particular to damage to or soiling of floor coverings, as well as damage caused by paint/discoloration or other forms of soiling affecting the rented item. Should the rented item become irretrievably unfit for further use, the Renter shall reimburse the costs of replacement or repair, as well as any potential loss of profit.

7.2 The Renter shall at all times bear the risk of shipment and transport. 7.3 If the rented item is lost or damaged, or if third parties assert claims regarding the rented item, the Renter shall notify the Lessor thereof immediately.

7.4 Following return delivery or collection, the rented item shall be inspected by the Lessor immediately—but no later than two business days after its receipt by the Lessor. Should any defects, damage, or shortages be identified during this inspection, the Renter shall be notified of these findings in writing without delay. The Renter acknowledges that we are required to re-rent our equipment promptly and are therefore dependent upon a swift resolution of such matters. The tenant shall have the opportunity to verify the accuracy of the findings on the

lessor's premises within a reasonable period—but no later than five business days. Should the tenant fail to comply with this request within the specified timeframe...

...and if he fails to provide a substantive response, this shall be deemed an acknowledgment of the findings.

7.5. In the event of theft of the rented item, the Renter must notify the Lessor of the circumstances immediately upon discovery—first verbally, and subsequently in writing—providing full details. Furthermore, the Renter must formally file a police report with the competent police authority. Failure to fulfill these obligations—particularly in the event that such failure results in the loss of insurance coverage—may give rise to the Renter's personal liability.

7.6. The Lessor shall be fully liable for damages resulting from injury to life, body, or health caused by the Lessor's own negligent breach of duty, or by an intentional or negligent breach of duty on the part of the Lessor's legal representatives or vicarious agents. The Lessor shall be fully liable for other damages caused by the Lessor's own grossly negligent breach of duty, or by an intentional or grossly negligent breach of duty on the part of the Lessor's legal representatives or vicarious agents. The Lessor shall be liable in principle for any culpable breach of essential contractual obligations (cardinal obligations)—unless the Lessor is entitled to disclaim such liability pursuant to commercial custom—with liability in such cases being limited in amount to compensation for those damages typically to be expected as a consequence of a culpable breach of essential contractual obligations. Outside the scope of the foregoing provisions, the Lessor shall not be liable; this applies in particular to damages incurred by the Renter arising from the rented equipment itself, or due to any potential delay in the rectification of defects. This shall apply irrespective of whether a defect existed at the time the contract was concluded or arose subsequently.

8. Termination and Refusal of Acceptance

8.1. The rental relationship shall terminate, in accordance with the contractual agreements, following the conclusion of the specific assignment for which the rented item was requested, and upon the Lessor's regaining of possession of said item at the Lessor's registered office or at a location designated by the Lessor. Early termination by the Lessor is permissible only for good cause. Such cause includes, in particular, the failure of the Lessee to timely fulfill their pro-rata advance payment obligation pursuant to Clause II.3.5. In all other respects, Section 543 of the German Civil Code (BGB) shall apply. Following effective termination by the Lessor, the Lessor shall be entitled to retrieve the rented item at the Lessee's expense and to dispose of it otherwise. The Lessee shall grant access to the rented equipment and facilitate its removal. Any further claims shall remain unaffected.

8.2. Termination of the rental agreement by the Lessee is permissible only if such termination is based on a breach of duty by the Lessor.

8.3. Should the Lessee refuse to accept the rented item, or reject it for reasons for which the Lessor is not responsible, the Lessee shall be obligated to pay the agreed rental fee, provided and to the extent that a subsequent rental or interim rental to another party is not possible. The Lessee shall reimburse the Lessor for the actual costs incurred for the fruitless transport (delivery and return) of the rented equipment, at the Lessor's discretion.

III. Final Provisions

1. The Lessee may set off counterclaims against the Lessor's claims only if such counterclaims are undisputed or have been finally and legally established, and are due for payment. The Lessee shall be entitled to exercise a right of retention only if such right is based on the same contractual relationship as the Lessor's claim.

2. Limitation Periods

2.1. Warranty claims—including claims for damages—against the lessor arising from defects in the leased property shall become time-barred upon the expiration of one year from the

statutory commencement of the limitation period. Any associated rights of withdrawal or termination may likewise be exercised only within this period.

2.2. Any claims for damages against the Lessor not arising from defects shall become time-barred upon the expiration of 18 months from the statutory commencement of the limitation period, unless such claims involve injury to life, body, or health, or liability arising from intentional or grossly negligent breach of duty on the part of the Lessor, their legal representatives, or their vicarious agents.

3. To the extent legally permissible, the place of performance for our deliveries and services shall be Munich.

4. To the extent legally permissible, the exclusive place of jurisdiction for all disputes arising directly or indirectly from a contractual relationship between the Tenant and the Lessor shall be Munich, provided that the Tenant is a merchant, a legal entity under public law, or a special fund under public law, and the proceedings are directed against us. Insofar as the proceedings are directed against our Tenant—and said Tenant is a merchant, a legal entity under public law, or a special fund under public law—Munich shall constitute a non-exclusive place of jurisdiction.

5. All legal effects arising from and in connection with this contract and its performance shall be governed exclusively by German law, unless mandatory statutory provisions dictate otherwise. The application of the uniform laws on sales is excluded.

Status: Munich, February 1, 2024