

Marathon EXPO 2025

Messe Berlin

18.09. - 20.09.2025

ORDER FORM BOOTH CONSTRUCTION

Orders have to be placed by **22.08.2025** Late orders will be accepted with a 20% surcharge on below mentioned prices.

HALL:

STAND:

EXHIBITOR:



expofair GmbH, Berlin
Bessemerstraße 38-42
12103 Berlin

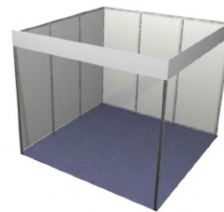
Tel. +49 30 684086-0
Fax +49 30 684086-19

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

booth

company	
adress	
phone / fax	
email	
contact person on-site with mobile number	
VAT-Nummer: (for EU)	

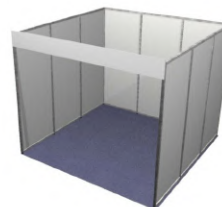
corner booth	3x2m	374,00 €	
	3x3m	349,00 €	
	4x2m	449,00 €	
	4x3m	523,50 €	
	5x3m	598,00 €	
	5x4m	672,00 €	
	6x3m	739,50 €	
Head booth	3x2m	314,00 €	
	4x2m	389,00 €	
	4x3m	433,50 €	
	5x4m	553,50 €	
	6x5m	673,00 €	
row booth	3x2m	434,50 €	
	3x3m	538,00 €	
	4x2m	508,50 €	
	4x3m	613,00 €	
	6x3m	762,50 €	



corner booth



Head booth



row booth

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.

date

legally binding signature / company stamp



How to fill out your PDF-form

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Fascia





Fascia lettering

5,00 € x signs

= €

Font Helvetica semibold black, cap height max. 15cm; spaces are also signs

Additional services

name	price (€)	quantity	total price
Additional Fairwall h=2,5m per metre 	57,00		
Cabin-door  door hinge Left  Right 	94,50		
spotlight 	44,50		
Digital prints on fascia per running metre 	34,50		

Additional requests

= €

--

= €

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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

Preferred 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 €

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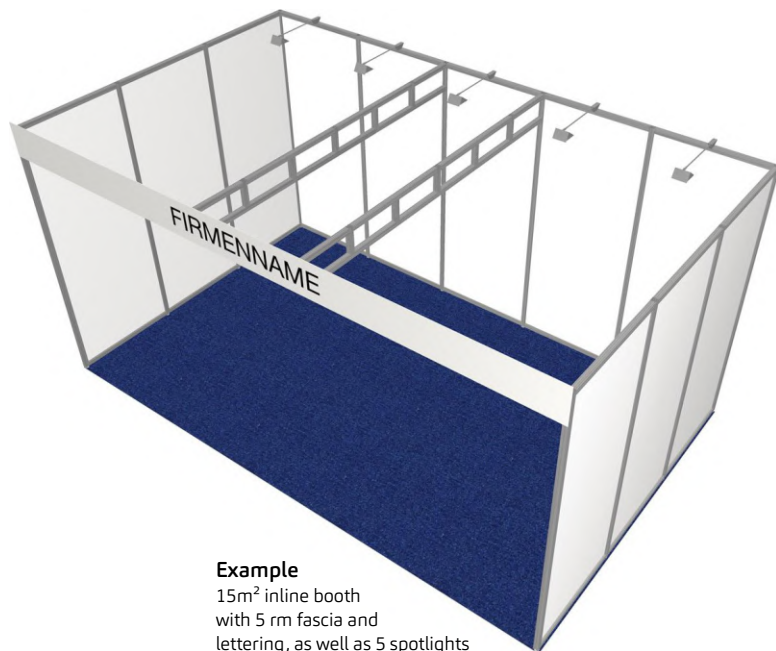
EXHIBITOR:



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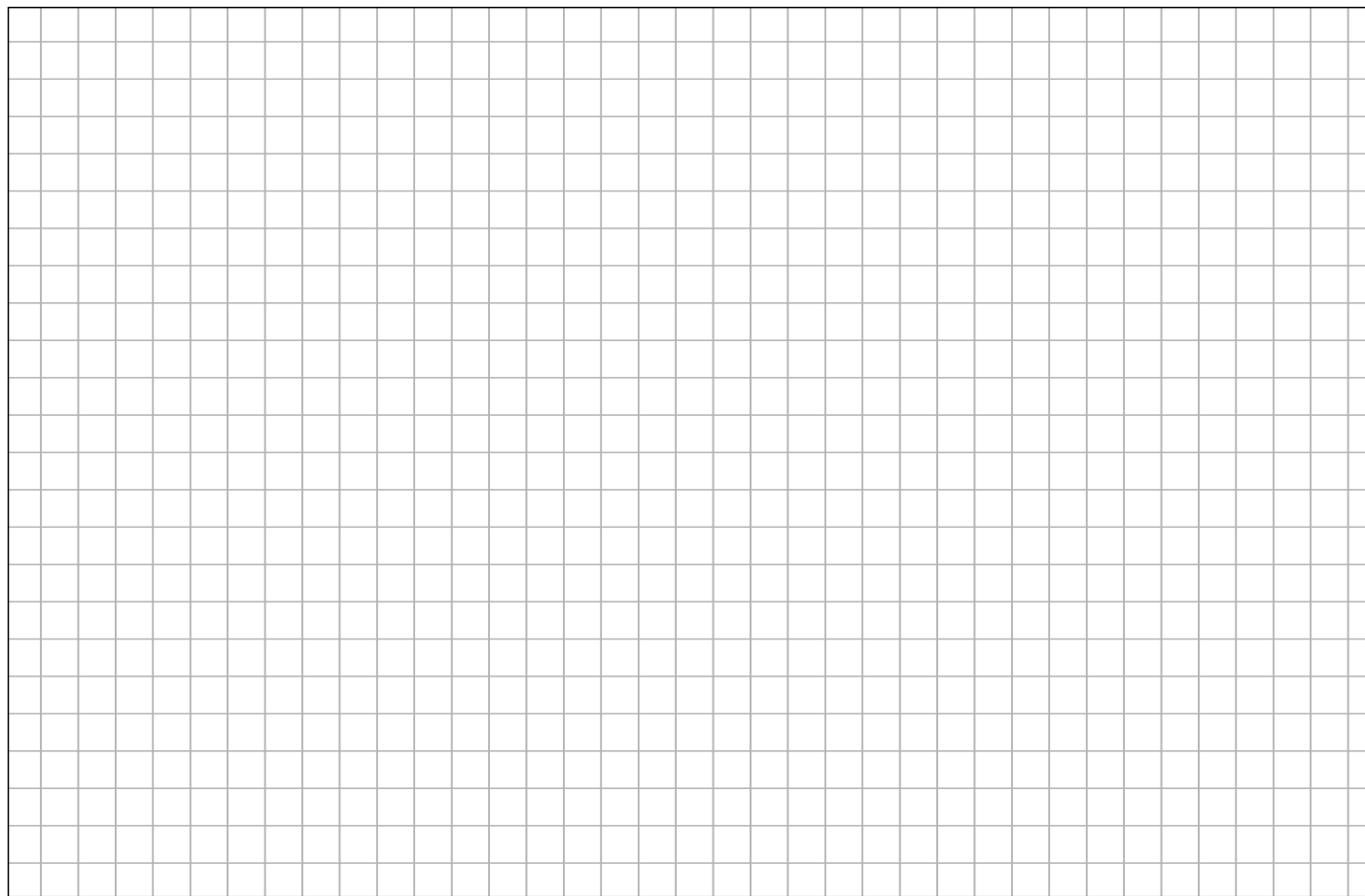
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Example

15m² inline booth
with 5 m fascia and
lettering, as well as 5 spotlights

Space for a sketch of your booth



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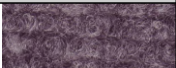
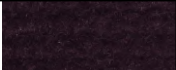

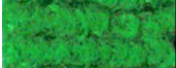

ORDER FORM FLOORING

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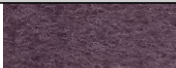




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contact person on-site with mobile number	
VAT-Nummer: (for EU)	

MALTE (Carpeting rep quality)

color		size	amount (m ²)	price per m ² (€)	total price
grey		.....m x .....m		12,00	
black		.....m x .....m		12,00	
blue		.....m x .....m		12,00	
green		.....m x .....m		12,00	
red		.....m x .....m		12,00	

COMFORT (Carpeting velours quality)

colour		size	amount (m ²)	price per m ² (€)	total price
grey	m xm		14,00	
black	m xm		14,00	
blue	m xm		14,00	
green	m xm		14,00	
red	m xm		14,00	

Total net €

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ORDER FORM FURNITURE

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EXHIBITOR:	

company	
adress	
phone / fax	
email	
contact person on-site with mobile number	
Ust ID / VAT Nr	

Art Nr	chairs	Price	Amount
10130.	shell chair with cushion, anthracite	13,00 €	
10261.	chair Flou, anthracite cushion	26,00 €	
10266.	chair Flou Color, chrome/blue	21,00 €	
10267.	chair Flou Color, chrome/green	21,00 €	
10295.	chair Flou Color, chrome/yellow	21,00 €	
13200.	chair Jonel, white	28,00 €	
13202.	chair Jonel, black	28,00 €	
12680.	chair Kuadra, white	33,50 €	
12112.	chair Kalea, white/black	36,50 €	
12113.	chair Kalea, white/red	36,50 €	
12116.	chair Kalea, white/green	36,50 €	
12685.	chair Kuadra Wenige	55,00 €	
	Bar Stools		
16100.	bar stool Z, chrome/black	30,00 €	
16101.	bar stool Z, chrome/white	30,00 €	
16680.	bar stool Kuadra	39,50 €	
	Armchairs, Cubes		
15670.	cube seat, white/synthetic leather, 50x50x45	34,50 €	
15671.	cube seat, black/synthetic leather, 50x50x46	34,50 €	
15000.	club chair, black synthetic leather	95,00 €	
15100.	club armchair, white/synthetic leather	87,00 €	
	Tables		
21001.	meeting table, chrome/white, 80x80x72	36,50 €	
21002.	meeting table, chrome/black, 80x80x72	39,50 €	
21021.	meeting table, chrome/white, 120x80x72	42,50 €	
21022.	meeting table, chrome/black, 120x80x72	42,50 €	
21040.	meeting table, chrome/white, 160x80x72	49,00 €	
21042.	meeting table, chrome/black, 160x80x72	49,00 €	
26000.	bistro table, chrome/white, d=70	33,50 €	
26010.	bistro table, chrome/black, d=70	37,00 €	
28107.	side table Relax 50x50x38	39,50 €	
15680.	cube table, white/synthetic leather, 55x55x45	61,00 €	
15681.	cube table, black/synthetic leather, 55x55x45	52,00 €	

	Counter		
42295.	counter	103,00 €	
79064.	Branding counter 962 x 812 mm (Sichtmaß 950 x 800 mm)	80,00 €	
42305.	counter with additional top piece	137,00 €	
42307.	counter with additional top piece, black/aluminium	152,00 €	
79064a	Branding counter with top piece: Druckmaß Front: 962 x 1.092 mm (Sichtmaß 950 x 1.080 mm)	100,00 €	
	High Table		
29024.	high bridge table modulo, white, 120x70x110	145,50 €	
29027.	table counter modulo, white, 120x70x110	162,50 €	
29034.	high bridge table modulo, white, 180x70x110	155,00 €	
29037.	table counter modulo, white, 180x70x110	204,00 €	
29010.	foldable high table, white, d=70	33,00 €	
29019.	table cover, coloured B1, for 29010. colours: red, blue, black:	36,00 €	
29405.	high table INOX, white, d=70	52,50 €	
29410.	high table INOX, black, d=70	58,00 €	
	Sideboards, showcases, shelves		
50020.	sideboard with hinged door, white, 80x40x74	81,00 €	
50018.	sideboard with hinged door, black, 80x40x72	80,50 €	
50111.	table showcase Maxima, aluminium/white	208,00 €	
50121a	illuminated high showcase, white/glass, 103x53x200	335,00 €	
50214.	filing shelf, white/aluminium, 80x40x200	72,00 €	
	Equipment		
50825.	brochure stand easy, foldable	112,50 €	
50822.	brochure stand - PZ 6	109,50 €	
30110.	wardrobe stand, chrome	22,00 €	
30006.	large wardrobe rack II, chrome	38,50 €	
60300.	refrigerator	99,50 €	
65000d	Wastepaper bin	6,50 €	

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

Total net €

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date

Due to the currently unstable economic situation and the associated constantly increasing costs for energy, logistics, staff and material, among other things, price fixing is limited to 14 days. / Form created on 01/02/2024

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ANSICHT MOBILIAR



Art. 10130
Schalenpolsterstuhl



Art. 10261
Stuhl FLOU, Polster anthrazit



Art. 10266 / 10267 / 10295 /
Stuhl FLOU, COLOR
blau/grün/gelb



Art. 13200/13202
Stuhl Jonel schwarz/- weiß



Art. 12680
Stuhl Kuadra



Art. 12112/12113/12116
Stuhl Kalea weiß/sw./rot/grün



Art. 12685
Stuhl Kuadra Wenge



Art. 16100/16101
Barhocker Z schwarz oder weiß



Art. 16680
Barhocker Kuadra weiß



Art. 15670 / 15671
Sitzkubus weiß oder schwarz
50x50x45



Art. 15000/15100
Clubsessel schwarz oder weiß



Art. 21001/21002
Besprechungstisch
ws oder sw 80x80



Art. 21021/21022
Besprechungstisch weiß o.
schwarz 120x80



Art. 21040/21042
Besprechungstisch
ws oder sw 160x80



Art. 26000/26010
Bistrotisch chrom /ws oder sw



Art. 28107
Beistelltisch Relax
50x50x38 (Foto zeigt 3 Stück)



Art. 15680/15681
Tischkubus weiß oder schwarz
55x55x45

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ANSICHT MOBILIAR



Art. 42295
Counter weiß, abschließbar



Art. 42305
Counter weiß mit Aufsatz,
abschließbar



Art. 42307
Counter schwarz mit Aufsatz,
begrenzte Stückzahl
abschließbar



Art. 29024/ 29027
Brückentischstehtisch
120x70 / BT mit Blende



Art. 29034/29037
Brückentischstehtisch
180x70 / BT mit Blende



Art. 29010
Stehtisch weiß, klappbar
optional mit Husse farbig (Art Nr
29019):



Art. 29405/29410
Stehtisch INOX weiß oder
schwarz



Art. 50020/50018
Sideboard weiß / Sideboard
schwarz



Art. 50111
Tischvitrine Maxima



Art. 50121a
Hochvitrine H 200 beleuchtet



Art. 50214
Aktenregal weiß/Alu



Art. 50825
Prospektständer easy



Art. 50822
Prospektständer „PZ 6“



Art. 30110
Garderobenständer chrom



Art. 30006
Konfektionsständer chrom



Art. 60300
Kühlschrank



Art. 65000
Papierkorb PVC - diverse Farben

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Data sheet print data Information on preparing print data

Please enter the data with appropriate bleed margin:

- Graphics with keder strip: 10mm all around
- Printed infills: 6mm all around
- Plot films without additions

Please create Layout format in a ratio of 1:10:

Recommended resolutions
for photo illustrations

1:10	1:1
up to 3m ² - 1.500 dpi	up to 3m ² - 150 dpi
up to 10m ² - 1000 dpi	up to 10m ² - 100 dpi
up to 20m ² - 750 dpi	up to 20m ² - 75 dpi
up to 50m ² - 400 dpi	up to 50m ² - 40 dpi
up to 100m ² - 250 dpi	up to 100m ² - 25 dpi
from 100m ² - 180 dpi	from 100m ² - 18 dpi

further printing requirements:

- Always enter all colours as CMYK
- enter all files without overfilling/overprinting
- please use vector data if available, to achieve a sharp image
- Fonts converted into paths

Create file as:

- PDF X-4 optimal
- (alternatively PDF-X3 or PDF X-1a)

Printouts of the delivered files and/or read-only PDF for checking

Notes:

- In the file name, please specify the visible dimensions and the quantity (example: 5x_MotivABC_2500x2000mm.pdf)
- For the clear assignment of your data during communication, please state the project number: (Example: 20-XXX)
- For a true-to-colour reproduction (within the scope of what is technically possible), we require colour-accurate proofs.

By prior consultation only:

Open files with all linked files and fonts used Supported program versions:
InDesign, Illustrato, Photoshop

Should you have any queries, please state the project number / You can reach us by phone at:
+49 (0)30 684 086-0

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.