



GENERAL TERMS OF TRANSPORT Theaterkunst GmbH

(as at October 2021)

1. Scope of application, general points

- 1.1 As a supplement to the General Terms and Conditions (Rental and Other Services as well as Manufacture/Sale) of Theaterkunst GmbH ("TK"), these General Terms of Transport ("**Terms of Transport**") shall be part of the content of the rental agreement ("**Agreement**") concluded between TK and the contracting party ("**Renter**") in regard of the rental of costumes, accessories and other items ("**Rental Items**"), in the event that TK or TK's vicarious agents shall handle the delivery of the Rental Items (packaging, transport and delivery) on behalf of the Renter.
- 1.2 Terms and conditions of the Renter that conflict with or deviate from these Terms of Transport shall not be recognised, unless TK has expressly agreed to such terms in writing.
- 1.3 Individual contractual stipulations agreed in writing (e.g. including those stated in cost estimates) shall take precedence over these Terms of Transport in all cases.

2. Services provided by TK, vicarious agents

- 2.1 2.1 The transport services provided by TK include the packaging, transport and delivery of the Rental Items.
- 2.2 TK may provide the services itself and/or have them provided in whole or in part by vicarious agents, e.g. independent transport companies or forwarding agents.

3. Renter's obligations

- 3.1 The Renter shall notify TK of the exact delivery address as well as the individuals who shall take receipt of the Rental Items on delivery. The Renter shall also provide the contact details of such individuals (mobile phone number) and specify the times at which the delivery can be made.
- 3.2 The Rental Items shall be delivered to the „curb side“ of the delivery location. The Rental Items shall not be delivered to several rooms or locations. To facilitate the delivery, the Renter shall provide sufficient parking space at the delivery location. TK shall be advised in advance of any complications the Renter may foresee.

4. Delivery, strictly non-binding delivery time

- 4.1 Delivery shall take place at the agreed delivery time or at the delivery time specified by TK. However, all specifications of delivery times are non-binding; an obligation to comply with such delivery times shall not apply.
- 4.2 TK shall not be obliged to comply with a specific delivery time unless this is expressly stipulated in an individual contract by separate written agreement with the Renter. The Renter is advised to follow this course of action if the Renter is dependent on an exact delivery time.
- 4.3 Where Rental Items cannot be delivered, the delivery period shall be extended by a minimum of one day.



5. Liability on the part of TK, force majeure

- 5.1 Liability on the part of TK and its vicarious agents shall in all cases be limited to intent, gross negligence and breach of material contractual obligations. In the event of negligent breach of material contractual obligations, liability shall be limited to the foreseeable typical damage. This shall not affect any claims for injury to life, limb and health as well as product liability claims.
- 5.2 TK shall specifically not accept any liability for damage which the Renter may incur as a result of a failure to comply with a delivery time that is to be expressly agreed in writing (cf. para. 4.2), for example regarding any postponements or delays in the Renter's production. Such damage is typical and not foreseeable. The Renter is free to cover such risks itself by taking out so-called contingency insurance.
- 5.3 Force majeure including strike, lockout, blockade, fire, traffic disruption, disruption of the energy and raw material supply, states of emergency and other sovereign measures for which TK is not responsible shall result in an appropriate extension of delivery periods. The aforementioned circumstances shall not trigger any claims for damages on the part of the Renter.
- 5.4 The above liability provisions shall apply both in the event of failure to comply with a delivery time that is to be expressly agreed in writing (cf. para. 4.2) and in the event that the Rental Items are damaged or perish during transport through no fault of TK's to such a degree that the Renter can no longer use them to the intended extent.