



CURVE|RIDERS
DIGITAL PHOTOGRAPHIC SUPPORT

GENERAL TERMS AND CONDITIONS OF CURVE RIDERS GBR

as of 2011/01/01

§ 1 Scope of Application

1. These General Terms and Conditions ("GTC") apply to all business transactions between entrepreneurs as defined in § 14 BGB (German Civil Code) and apply to all agreements concluded between CURVE RIDERS GBR and their contracting parties ("Client"), which relate to the rental of items and/or interrelated services provided by CURVE RIDERS GBR.

2. The GTC also apply for all future businesses with the Client. Individual agreements shall supersede the GTC if applicable. Possible contrary General Terms and Conditions of the Client do not apply, unless explicitly otherwise agreed to by CURVE RIDERS GBR in writing.

§ 2 Offer and Conclusion of Contract

The placement of the order by the Client requires, upon request of CURVE RIDERS GBR, a written form and is shall remain binding for a period of two weeks, after receipt of the order. CURVE RIDERS GBR is free in their acceptance of the order.

§ 3 Rental Period

The rental period includes the appointed day of allocation of the rental property by CURVE RIDERS GBR (start time) and the appointed day of return (end time). This applies regardless of whether the Client, CURVE RIDERS GBR or a third party carry out shipment.

§ 4 Fees

1. Notwithstanding anything to the contrary, the fees as confirmed by CURVE RIDERS GBR upon conclusion of the contract shall apply. If not agreed otherwise between the parties, our list prices apply. The daily rate refers to a 10 hour business day. Thereafter, an overtime-fee at a rate of 45.00 € per hour will be charged. Our prices do not include VAT (currently amounting to 19 %).

2. If payment for additional Services including without limitation delivery, assembly and support by qualified staff is not agreed, an adequate remuneration is deemed to be agreed.

§ 5 Shipping

1. Notwithstanding anything to the contrary, CURVE RIDERS GBR shall not be responsible for the shipping of the rental property. If CURVE RIDERS GBR shall carry out the shipment of the rental property due to explicit agreement between the Client and CURVE RIDERS GBR, CURVE RIDERS GBR is free to arrange shipment themselves or through a third party.

2. If CURVE RIDERS GBR arranges the shipment through a third party, the Client shall primarily seek the award of damages from such third party.

§ 6 Cancellation of the order or Impossibility

1. Cancellation (termination of the contract) must be in writing and is subject to the following stipulations.

2. Upon cancellation, the Client is liable to damages to CURVE RIDERS GBR according to § 4 as follows:

Cancellation 2 days before the agreed start of rental: 20 % of the total amount

Cancellation 1 day before the agreed start of rental: 50 % of the total amount

Cancellation on the day of the agreed start of rental: 100 % of the total amount

3. Decisive for the cancellation time is the receipt of the cancellation letter at CURVE RIDERS GBR.

4. If staff of CURVE RIDERS GBR is unable to perform the agreed service due to extraordinary circumstances including without limitation illness, case of death or urgent family affairs or force majeure, CURVE RIDERS GBR is not liable for any resulting damage.

§ 7 Payment

1. Notwithstanding anything to the contrary, payment shall be transferred without any discount within 10 days after invoicing. The receipt of the invoiced amount in CURVE RIDERS GBR account is decisive for timely payment.

2. If the payment is not received in due time, the Client is liable for the statutory late payment interest. CURVE RIDERS GBR reserves the right to claim for further damages.

§ 8 Permission of Use and Defects

1. The rental property of CURVE RIDERS GBR consist of equipment, which requires careful handling and operation by skilled personnel.

2. The Client is obliged to inspect the rental property upon delivery for completeness and non-existence/absence of defects and in case of a possible defect or incompleteness shall notify CURVE RIDERS GBR immediately. If the Client fails the inspection of the rental property or to notify CURVE RIDERS GBR, the rental property is deemed accepted/free of defects, unless the defect was not noticeable during inspection.

If such a defect occurs at a later stage, the notification shall be made without delay, otherwise the rental property is deemed accepted even regarding the respective defect.

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3. If the rental property at the time of delivery is faulty or if a defect occurs at a later stage, the Client shall be entitled to claim rectification after a timely notification. This does not apply if the Client caused the defect. CURVE RIDERS GBR may at its discretion provide rectification through provision of an equivalent item of rental property or through repair of the defective rental item. CURVE RIDERS GBR may subject the rectification/subsequent improvement to the refund of transportation and labour cost by the Client, if the rectification is associated with disproportional expenditures. This usually applies if rental property is located abroad.

4. If more than one item is rented, the Client is only entitled to cancel the entire contract due to the defect of a single object, if the rental property is associated with the other items in a way that the agreed function of the rental property in general is substantially effected.

§ 9 Compensation and Liability

1. The Client shall only be entitled to claim for contractual and statutory compensation, if such claim is based on intent or gross negligence by CURVE RIDERS GBR or their legal representative or executive employees.

2. The liability for injury to life, body or health shall remain unaffected.

§ 10 Clients Obligations during Rental Period

1. The Client must handle the rental property with care.

2. The rental property shall be mounted, dismounted and operated within its technical purpose solely by qualified staff.

§ 11 Insurance

1. The Client is obliged to insure the general risk associated with the respective rental property, including without limitation loss, theft, damage and third party liability in an adequate manner and proper form.

2. If agreed between CURVE RIDERS GBR and the Client that CURVE RIDERS GBR shall assume insurance, the Client shall reimburse CURVE RIDERS GBR the costs of insurance. If CURVE RIDERS GBR does not assume insurance, the Client shall prove insurance cover to CURVE RIDERS GBR upon request.

3. All items of CURVE RIDERS GBR have an electronical insurance. In case of a not careless damage it has an excess of 500.00 € for each damage.

§ 12 Return and Delivery

1. The rental property has to be returned complete and intact no later than on the last day of the agreed rental period.

2. CURVE RIDERS GBR reserves the right to a detailed inspection of the rental property.

3. If the agreed rental period is exceeded, the Client has to notify CURVE RIDERS GBR in writing without delay. For each additional day exceeding the agreed rental period, the Client is liable to pay compensation for use of the rental property at the rate of the agreed daily fee.

4. In case of culpable damage to the rental property, the Client shall be liable to CURVE RIDERS GBR and shall reimburse the costs of repair, or in cases of write-off or loss, the replacement value, less the salvage value if applicable.

5. Upon delivery of the data to the Client (photographer/art director/principal), any and all responsibilities of CURVE RIDERS GBR expire.

§ 13 Exclusion of Liability for Digital Recordings

1. CURVE RIDERS GBR shall undertake any necessary measures to guarantee a maximum of data security. In case of data loss through technical defect, theft, sabotage, power cut, act of God or other events, CURVE RIDERS GBR is only liable for intent or gross negligence.

2. In the event of loss of recorded data, CURVE RIDERS GBR shall not be liable for any damage caused. The cost of any pertaining/applicable production insurance shall be borne by the Client.

3. CURVE RIDERS GBR will provide a back-up copy of the data for up to 10 days after the end of the contract. Thereafter, the back-up copy will be irrevocably removed from the storage media of CURVE RIDERS GBR, if not agreed otherwise between the parties. CURVE RIDERS GBR charges a archive fee of 0,80 € per gigabyte and day beginning on the 11th day of storage.

§ 14 Written Form

If written form is agreed or required by the GTC, written form shall be deemed complied with if an electronic document is equipped with a qualified digital signature according to the Electronic Signature Act (Signaturgesetz) or by transmitting a telefax message.

§ 15 Miscellaneous

1. Oral side agreements are ineffective.

2. CURVE RIDERS GBR is entitled to amend the GTC, especially to adjust the liability according to the law, and shall notify the Client of such modifications.

3. Should any provision of the contract, including the present GTC be invalid or ineffective, the remaining provisions or agreement shall remain unaffected. The parties commit to agree instead on a valid provision which best meets the parties original economic intent.

4. The GTC and the legal relationship between CURVE RIDERS GBR and the Client shall be governed by the law of Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Contractual language is German.

5. Place of jurisdiction is Hamburg.

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