

GENERAL TERMS AND CONDITIONS OF LEASE (GTL)**I. GENERAL PROVISIONS**

- These General Terms and Conditions of Lease (the "GTL") govern all Equipment Lease relationships between Eidotech and the Customer and constitute an integral part of the Lease Agreement executed between Eidotech and the Customer, unless the Parties explicitly exclude applicability of these GTL or particular provisions hereof, or explicitly amend particular provisions of these GTL in the Lease Agreement.
- These GTL along with the Lease Agreement form the basis of the lease relationship between Eidotech and the respective Customer. For the avoidance of doubt, these GTL do not apply to consumers.
- No other provisions, documents or representations shall constitute any basis for the formation of a legal relationship between the Parties unless the Parties expressly agree otherwise in the Lease Agreement, in particular the Customer's or any third party's general terms and conditions (if any) are excluded from, and do not apply to, the agreement between Eidotech and the Customer.
- For the avoidance of doubt, any general terms and conditions of contracts, regulations or contractual standards used by the Customer in their activities shall not apply to any relationship between Eidotech and the Customer.
- In the case of any discrepancies between the Lease Agreement and these GTL, the Lease Agreement (exclusive of these GTL) shall prevail.

II. DEFINITIONS

Unless expressly stated otherwise in these GTL, all capitalised terms used in these GTL shall have the following meaning:

"Confidential Information"

means the fact that the Lease Agreement has been negotiated and signed as well as any information of technical, financial or other commercial or confidential nature concerning the Parties and the terms and conditions of the Lease Agreement, including correspondence related to the Lease Agreement, disclosed by one Party to the other Party directly or indirectly either before or after the Lease Agreement is signed;

"Customer"

means a businessperson („Unternehmer“) in the sense of art. 14 German Civil Code, a public-sector legal entity or a special body or fund under public law, except for a consumer within the meaning of art. 13 German Civil Code, being a party to the Lease Agreement;

"Eidotech"

means Eidotech GmbH with its registered office in Berlin, at Schlesische Str. 38, 10997 Berlin, Germany, entered in the commercial register of Local Court Berlin (Charlottenburg) under number HRB 114231, TAX ID no. 37/273/30157;

"Equipment"

means multimedia devices or other devices and movable objects used for the organization of art exhibitions or other events, together with complete accessories, spare parts, manuals and guidelines, being the subject of the Lease Agreement;

"Force Majeure"

means any circumstance or event beyond the control and without the fault or negligence ("Verschulden") of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent. Subject to the aforesaid, Force Majeure includes in particular (but is not limited to) the events of:

- war, invasion, acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
- earthquake, flood, fire or other natural disaster, including but not limited to weather conditions such as e.g. hurricanes, flood, and snow storms, regardless of severity;
- lawful strikes, lock-outs or other industrial disputes, of/ by labour employed by the affected Party, its subcontractors or its suppliers, and which is relevant to the performance of the Lease Agreement.

"Lease"

means the Customer's right to use the Equipment for a Lease Period specified in the Lease Agreement, in exchange for the agreed rent paid to Eidotech, as specified in the Lease Agreement;

"Lease Agreement"

means the lease agreement executed between Eidotech as the lessor and a respective Customer as the lessee, based on terms and conditions of lease proposed by Eidotech, accepted by the Customer and subsequently confirmed by Eidotech, all Customer's orders accepted and approved by Eidotech, or arrangement of the Parties made in text form (including, without limitation, by e-mail), in particular a rental contract document, covering:

- data identifying the Customer and the Customer's representatives responsible for the performance of the Lease Agreement;
- the type and quantity of the Equipment;
- the planned Lease Period;
- the amount and date of payment of the Lease rent, as a net value;
- the Place of Lease;
- the insurance value of individual components of the Equipment;
- the Customer's written declaration on the acknowledgement of these GTL.

For the avoidance of doubt, Eidotech's accepted offers, order confirmations, delivery notes as well as a rental contract document, signed or approved by authorized representatives of Eidotech and Customer, constitute a valid Lease Agreement binding upon the Parties.

"Lease Period"

means a period from the date the Equipment is released to the Customer (responsibility is transferred) for the purpose of its paid use to the date the Equipment is returned to Eidotech, as specified in detail in paragraph III of these GTL;

"Parties"

means Eidotech and the respective Customer, being the parties to the Lease Agreement;

"Place of Lease"

means the Customer's registered office or another place specified in the Lease Agreement, where the Equipment will be used by the Customer;

"Return Document"

means any document related to Customer's return of the Equipment to Eidotech, approved and signed by Eidotech or the carrier appointed by Eidotech, evidencing the date of return of the Equipment;

"Shipping Document"

means any document based on which the Equipment is released to the Customer for Lease, signed by the Customer or a person/carrier appointed by the Customer.

III. DELIVERY AND RETURN OF EQUIPMENT

- The Equipment shall be delivered and returned based on a Shipping Document or Return Document, respectively, at the Place of Lease or another agreed place, as arranged between the Parties.
- Unless otherwise stated in the Lease Agreement, the Equipment shall be delivered and returned at the Customer's expense. Eidotech shall arrange the delivery in consultation with the Customer.
- The Customer shall check the completeness of the Equipment and its technical condition and report any defects of the Equipment detected in such checks to Eidotech without undue delay upon its receipt, but no later than within three days upon its receipt. By receiving the Equipment and / or signing the Shipping Document, the Customer confirms, to the extent the Customer does not report any defect pursuant to phrase 1 of this section 3 and no hidden defects exist that the Customer could not detect - that the Equipment is complete, in good working order and fit for

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- the intended purpose and that the Customer is familiar with Equipment operation principles and has knowledge necessary for its appropriate use.
4. If the Customer fails to notify a defect detected by the Customer when accepting the Equipment within the period mentioned in section 3 above, the Customer will not be permitted to reduce the amount of the Lease rent nor claim any retention right on that basis.
 5. The Customer shall be liable for any and all damage to the Equipment and/or to the property and assets of third parties that arises from the Customer being culpable of neglecting or delaying notifying Eidotech of a defect of the Equipment.
 6. The moment of transfer of responsibility for the leased Equipment with regard to its proper handling, storage and use from Eidotech to the Customer shall depend on the type of delivery, and shall be as follows:
 - a.) Ex-works / pick-up and return by the Customer directly from / to Eidotech's storage: the Customer shall assume responsibility for the proper handling, storage and use of the Equipment by the Customer and the Customer's employees and other agents from the time the Equipment is transferred to the Customer or a person / carrier appointed by the Customer at the place of pick-up (Eidotech storage). The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, a return of the Equipment shall be deemed complete when a Return Document is signed by an authorized representative of Eidotech at Eidotech's storage;
 - b.) Eidotech's deliveries to an agreed destination: the Customer shall assume responsibility for the proper handling, storage and use of the Equipment by the Customer and the Customer's employees and other agents from the time the Equipment is delivered to the agreed place of delivery. The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, the return of the Equipment shall be complete when a Return Document is signed by an authorized representative of Eidotech;
 - c.) Delivery of goods to a carrier appointed by the Customer: the Customer shall assume responsibility for the proper handling, storage and use of the Equipment by the Customer and the Customer's employees and other agents from the time the Equipment is transferred to a carrier appointed by the Customer (usually at a customs border - airport terminal). The transfer of responsibility shall be confirmed by signing a Shipping Document. Similarly, the return of the Equipment shall be complete upon the transfer of the Equipment to a carrier appointed by Eidotech, and when the Return Document has been signed by an authorized representative of Eidotech.
 7. The Equipment delivery and return dates indicated in the rental contract document prepared by Eidotech forming part of the Lease Agreement shall determine the exact Lease Period.
 8. The Customer shall be held fully liable towards Eidotech and shall indemnify it for any loss, theft or damage of the Equipment culpably caused by any acts or omissions of the Customer, the Customer's employees or agents. Any liability of Eidotech for any damage resulting directly or indirectly from the use of the Equipment shall be excluded within the limits provided for by these GTL and the Lease Agreement.

IV. FITNESS FOR PURPOSE, FAIR WEAR AND TEAR

1. The Equipment is handed over to the Customer in a proper condition.
 2. From the time the Equipment is released until it is duly returned, the Customer shall have a legal duty to ensure the safety of the Equipment.
 3. The Customer commits to return the Equipment in a non-deteriorated condition (fair wear and tear accepted).
 4. The Customer, through its qualified personnel, is obliged to perform all maintenance actions on the Equipment necessary during the Lease Period to maintain it a non-deteriorated condition, stipulated by the Parties in these GTL, the Lease Agreement, reference manuals, or any other written or oral guidelines provided by Eidotech.
- V. USE OF EQUIPMENT, LIMITATIONS ON USE**
1. The Customer is obliged to use Equipment at the Place of Lease. In the event of a change of Place of Lease, caused by circumstances beyond the control of the Customer or Force Majeure, the Customer is obliged to immediately notify Eidotech of that fact.
 2. The Customer shall use the Equipment with due care, according to its intended purpose, its properties and manuals, instructions, handling instructions and guidelines of Eidotech and the manufacturer (if provided or made accessible). The Customer must carefully handle mechanisms, assure itself of the proper functioning of the Equipment and promptly notify Eidotech about any identified malfunctions of the Equipment.
 3. The Customer must not, without express written consent of Eidotech, use the Equipment for any purposes other than those provided for in the Lease Agreement and these GTL, in particular, it must not use the Equipment for any commercial purposes other than those specified in the Lease Agreement.
 4. The Customer is obliged to properly protect the Equipment against loss or damage. In the case of loss of or damage to the Equipment, the Customer shall immediately, no later than within 24 hours, inform Eidotech about this fact. In the event of loss of the Equipment as a result of theft or any other offence, the Customer is obliged to report such incident to appropriate authorities, in particular to the local police.
 5. The Customer may entrust the operation of the Equipment only to persons having appropriate knowledge of Equipment functioning and operation. The Customer must make sure that the Equipment is handled and installed properly, in accordance with Eidotech's handling instructions and guidelines, and with the manufacturer's manual, and that the power grid is secure and stable. The operation of the Equipment on the 24/7 basis without explicit permission from Eidotech is forbidden, as is the operation of the Equipment that is not in conformity with the manufacturer's manual (e.g. excessive temperature, humidity, dust, haze, smoke, blockage of ventilation etc.).
 6. The Customer is responsible for providing a reliable and adequate environment for the powering of the Equipment, including but not limited to the electrical installation. The environment must conform to the existing laws and norms for this type of environment, and meet the requirements of the manufacturers of the Equipment as set forth in the manufacturers' manuals, or any other written or oral guidelines provided by Eidotech. The Customer shall be held liable for any damage caused to the Equipment by an inadequate, unstable or otherwise faulty environment, in particular an electrical installation, if the Customer culpably breaches its obligations set forth in this section 6.
 7. Standard rental terms imply the usage of the Equipment within the Place of Lease visiting hours only (as published on the website of the Place of Lease), but in any case the Equipment should not be used for more than 11 hours per day. Any prolonged usage - especially on a 24/7 basis - shall be regarded as non-standard, and it shall be forbidden for the following types of Equipment: multimedia projectors, film and slide projectors, DVD players, and Blu-ray players.
 8. The aforesaid notwithstanding, any intended use of any Equipment beyond the Place of Lease visiting hours requires express consent of Eidotech (to be given by e-mail or included in an offer / the Lease Agreement). Unless the use was prolonged without the fault ("Verschulden") of the Customer or Eidotech has granted its consent to such prolonged use, Eidotech reserves the right to charge additional fees, if any Equipment is in the "ON" mode beyond the Place of Lease visiting hours or longer than it was agreed upon, of up to a maximum of three times the rent for the item in question (in the case of 24/7 usage) and the Customer shall be held liable for any damage caused to the Equipment by such prolonged use that is not covered by the additional fees.
 9. Eidotech has to be consulted about any prolonged usage of any other types of Equipment. Eidotech may charge reasonable additional fees taking into account the increased wear and tear if the usage of the Equipment is prolonged without such consultation.
 10. The Customer is obliged to monitor the wear of the Equipment and, if necessary during the Lease Period, replace and maintain consumable items such as lamps in multimedia and analogue projectors at its own expense. The Customer shall have any replacement and maintenance made by the Customer's qualified personnel following the timetable and instructions of Eidotech and the manufacturers and according to manuals and recommendations, all as made available to the Customer.
 11. Subject to the foregoing section 10, the Customer may not, without prior written consent of Eidotech, make any changes to the Equipment, and in particular install any additional or replacement equipment and software. If any changes are made to the Equipment without prior written consent of Eidotech and the Customer is accountable for such breach of this section 11, the Customer shall pay Eidotech an amount equal to the value of the changed component part of the Equipment according to the value indicated to the Customer for insurance purposes.
 12. If the services regarding the Equipment performed by Eidotech require additional

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expenses that are not covered in the Lease Agreement (e.g. costs related to the preparation of digital files and unexpected additional fees related to delivery), Eidotech, providing an estimate of the expected additional costs to the Customer in advance, and, if the Customer approves such services to be performed, shall be entitled to document such additional expenses and invoice them to the Customer.

13. Eidotech is entitled at any time to monitor the condition and manner of use of the Equipment at the Place of Lease, and the Customer is obliged to enable Eidotech to inspect the current condition of the Equipment.
14. Eidotech is entitled to terminate the Lease Agreement and demand the return of the Equipment even before the Lease Period expires for compelling reasons ("aus wichtigem Grund"), including but not limited to: (i) a considerable deterioration in the Customer's financial circumstances putting at risk the proper fulfilment of the Customer's obligations under the Lease Agreement; (ii) direct debits of the Customer not being honoured upon fruitless expiration of a grace period set by Eidotech; (iii) failure by the Customer to hand over to Eidotech the insurance policy and provide the information regarding the insurance pursuant to article VII, section 3 hereunder, (v) insufficient care of the Equipment; and (vi) improper or illegal use of the Equipment, in cases (v) or (vi) to the Equipment is put at risk of being damaged or deteriorated. In case of termination under this section 14, the Customer commits to return the Equipment early. The Customer will then be refunded the proportionate rent by Eidotech.
15. Where the use of the Equipment involves the use of software, the Customer shall use the software strictly in accordance with the terms of the licence as determined by the licensor and communicated to the Customer. If the Customer culpably breaches its aforesaid obligation, the Customer shall hold Eidotech harmless against any liability related to any third party claims filed against Eidotech due to such breach, join any proceedings, including court proceedings connected with such breach and cover all costs incurred by Eidotech when combating third party claims, including the court fees and costs of legal advice related to such proceedings.
16. The Customer, without prior written consent of Eidotech, shall not have the right to sublease the Equipment or release it to any third party whether against payment or free of charge.

VI. NON-CONTRACTUAL USE OF EQUIPMENT

1. The use of the Equipment without express consent of Eidotech after the Lease Period specified in the Lease Agreement expires or after the Lease Agreement is terminated may in no case be considered as an extension / renewal of the Lease Agreement.
2. In the case of failure to return the Equipment immediately, although such return is possible for the Customer, in the abovementioned cases and against the will of Eidotech, Eidotech shall be entitled to charge the daily standard Lease rate - without any rebates or discounts granted to the Customer during the Lease Period - for each day of the non-contractual use of the Equipment until the date it is returned. In such case, the Customer shall also be obliged to cover the costs incurred by Eidotech to recover possession of the Equipment, including any costs of debt collection, if the Customer failure to return the Equipment was culpably caused by the Customer. The risk of damage to or loss of the Equipment shall rest with the Customer until Eidotech regains possession of Equipment.
3. Eidotech reserves the right to claim for compensation pursuant to the statutory provisions in the cases indicated above. Eidotech reserves the right to charge the Customer with all additional costs of the non-contractual use of the Equipment, including in particular the costs of the purchase or sublease of equal equipment from another entity to secure it for another project or the costs of express deliveries of the Equipment or new booking for an overseas shipment due to the Equipment having been returned late by the fault ("Verschulden") of the Customer.

VII. INSURANCE

1. The Customer shall at its own cost and expense take out, maintain and pay in due time for insurance of the Equipment against all risks, of the amount equal to the full insurance value of the Equipment specified in the Lease Agreement for the duration of the Lease Period. Such insurance shall in particular cover all loss, theft, general damage, damage due to vandalism, destruction, and damage caused by natural forces or Force Majeure of or to the Equipment.
2. Unless stipulated otherwise, in the event of loss of or damage to the Equipment, the

Customer is obliged to assign to Eidotech its claims against the insurance company with regard to the lost or damaged Equipment. Eidotech also reserves the right to claim further compensation exceeding the amount of the insurance coverage referred to in this section 2 if and to the extent the Customer has culpably caused the loss or damage of the Equipment.

3. Eidotech reserves the right to request at any time during the Lease Period that the Customer hand over to Eidotech the insurance policy with general terms and conditions of insurance, a proof of payment of insurance premiums and a statement of the Customer approved by the insurance company about the transfer of rights under the insurance contract to Eidotech, requiring the insurer to pay compensation for damage caused to the Equipment directly to Eidotech. The Customer shall inform Eidotech without delay of any changes in the insurance.
4. In the event that the Lease Period is extended for any reason beyond the period provided for by the Parties in the Lease Agreement, the Customer shall maintain the insurance on the existing terms and conditions throughout the period when the Equipment is in the Customer's possession.

VIII. FAULTS AND REPLACEMENT OF FAULTY EQUIPMENT

1. Eidotech shall release the Equipment to the Customer without any defects or damage that could prevent the Equipment from being used for the purpose agreed by the Parties in the Lease Agreement.
2. The Customer shall notify, to the e-mail address of an Eidotech's representative, any defects or irregularities that threaten the proper functioning of the Equipment during the Lease Period and its use for an intended purpose, without undue delay, generally within one day after any defect or irregularity is detected. The Customer shall be held liable for any and all damage to the Equipment and to any third parties that arises from the Customer being culpable of neglecting or delaying notifying Eidotech about the defect or irregularity.
3. If Customer fails to give notice of any defect or irregularity that is detected or should without gross negligence have been detected by the Customer without undue delay, the Customer shall not be permitted to reduce the rent nor claim any retention right on that basis.
4. The Equipment delivered to the Customer is always checked and in good condition, but nevertheless failures cannot be excluded. Therefore, Eidotech always recommends and in some cases requires the lease of backup equipment to prevent any interruption of an exhibition for which the Equipment has been leased, in all projects, especially for exhibitions taking place outside of Germany because of longer times and higher costs of potential deliveries of replacement equipment. The same applies to events of high importance and / or short-term events (festivals, art fairs).
5. In the case of any malfunction of the Equipment, Eidotech shall assist the Customer in establishing the nature of the malfunction. The Customer is requested to provide Eidotech with all details of the malfunction including photo / video documentation, to answer questions about the malfunction and to perform tests recommended by Eidotech. Such tests can be performed on behalf of the Customer by persons having appropriate qualifications and knowledge with regard to Equipment's functioning and operation only.
6. In the event of a breakdown/failure caused by reasons that are not attributable to the Customer, Eidotech shall make replacement equipment equivalent to the faulty units available to the Customer. Eidotech shall deliver the replacement equipment via standard forwarding service, unless the breakdown/failure was culpably caused by Eidotech and express delivery is necessary to prevent or mitigate any financial loss of the Customer. Unless in the aforementioned case, any extra services (such as express delivery or Equipment upgrade) shall be invoiced by Eidotech to the Customer. Eidotech reserves the right to further investigate the exact cause of the failure after the defective unit is returned to Eidotech.
7. If the cause of the defect turns out to be attributable to the fault ("Verschulden") of the Customer (and not to the normal wear and tear of the Equipment), Eidotech is entitled to reimbursement of the cost for the repair / damage, for the additional delivery and for the additional rental of the replacement equipment on terms identical to those of the Equipment Lease, as provided for in section 9 below. Irrespective of the above and other Eidotech's claims under these GTL and applicable law, Eidotech may also demand reimbursement for costs of checking the Equipment and its additional delivery in the case when the Equipment turns out to be falsely claimed defective by the Customer.

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8. The causes of defect attributable to the Customer include in particular: physical damage, improper handling, improper installation, a faulty, insecure or unstable power grid, operation of the Equipment on a 24/7 basis without explicit permission from Eidotech, operation of the Equipment that is not in conformity with the manufacturer's manual (e.g. excessive temperature, humidity, dust, haze, smoke, blockage of ventilation etc.).
9. Where replacement equipment has been delivered in connection with a breakdown / failure caused by reasons attributable to the fault ("Verschulden") of the Customer, such replacement equipment shall be made available to the Customer for a consideration on terms identical to those of the Equipment Lease, irrespective of the Lease rent specified in the Lease Agreement being paid. All additional costs of transport or shipping costs shall be covered by the Customer.
10. The Customer shall not have a right to repair or modify the Equipment without prior express written consent of Eidotech, unless for maintenance actions within the limits of article IV section 4. If the Equipment is repaired or modified without prior express written consent of Eidotech and such breach under this section 10 is attributable to the fault ("Verschulden") of the Customer, Eidotech may require the Customer to reimburse the costs of restoration to the previous condition, which shall be without prejudice to Eidotech's right to seek compensation for further damage resulting from such action of the Customer, exceeding the amount of the restoration cost.
11. In the unlikely event that a repair must be undertaken at the Place of Lease and under the supervision of the Customer (upon written consent of Eidotech), all repairs must be undertaken by services officially approved by the manufacturer of the Equipment or by Eidotech. Costs of such repairs and the payment method must be specified and approved by Eidotech (via e-mail) prior to any action being undertaken.
12. In the absence of replacement equipment and failure to repair the Equipment, the Customer shall have the right to demand a reduction in the Lease rent proportional to the part of the Equipment that has failed and the time when the Customer could not use that part of Equipment, provided that the Customer has complied with the notification obligations set forth herein. In the case of the malfunction of any Equipment during the Period of Lease, Eidotech commits to either provide an equivalent replacement, or, if this is impossible (art. 275 para. 1 German Civil Code) or economically unreasonable (art. 275 para. 2 German Civil Code), to withdraw from that part of the Lease Agreement that concerns the Equipment (or its particular items) in question. Eidotech will reimburse the equivalent of the rent for this particular item of the Equipment for the period during which the item was inoperable.
13. Subject to the foregoing, Eidotech shall in no event be held liable for any damage suffered by the Customer resulting from or related to downtime caused by failure of the Equipment, unless such damage is culpably caused by Eidotech in which case Eidotech is liable within the limits of article XI hereunder.
14. The Customer shall send all communications regarding issues indicated in this paragraph VIII by e-mail to the e-mail address of an Eidotech's representative. If any decisions or statements are made by Eidotech during phone calls, Eidotech reserves the right to provide a summary by e-mail by an authorized representative of Eidotech within three working days after the phone call and in such case only the content of the e-mail summary shall be binding upon Eidotech.
15. Provisions of these GTL applicable to the Equipment shall also apply accordingly to the replacement / backup equipment referred to in this paragraph VIII.
16. Any claims of the Customer concerning defective Equipment other than those indicated under these GTL are excluded, unless expressly stated otherwise in the Lease Agreement.

IX. RETURN OF DAMAGED EQUIPMENT

1. If Eidotech finds any irregularity in the condition of the returned Equipment attributable to the fault ("Verschulden") of the Customer, Eidotech reserves the right to charge the Customer with the cost of its repair, based on a damage protocol and Eidotech's in-house repair cost valuation. The Customer is entitled to prove that the costs were in fact lower.
2. Within thirty (30) days from the Equipment return date, Eidotech shall provide the Customer with a preliminary Equipment repair cost calculation and damage protocol, unless a longer timeframe for a preliminary repair cost assessment is necessary in a particular case. The final repair cost calculation shall be presented to the Customer within seven (7) days of the repair completion. The Customer shall pay the repair cost within seven (7) days of receiving the notice of the final repair cost.

3. If given Equipment is damaged completely (repair is impossible or its costs exceed the value of the Equipment) by the fault ("Verschulden") of the Customer, the Customer shall pay to Eidotech a contractual penalty equal to the amount of the insurance value of such Equipment stipulated in the Lease Agreement. If the Equipment damaged completely is returned early, the obligation of the Customer to pay the amount of the rent for the remaining period of the Lease Agreement remains unaffected. The Customer is entitled to prove lesser damage and Eidotech reserves right to claim compensation exceeding the amount of the contractual penalty.

X. PAYMENTS AND COLLATERAL

1. Any sums due to Eidotech presented in any offer, acceptance, the Lease Agreement or any other document are in EUR, unless Eidotech and the Customer agree otherwise in writing. These amounts do not include any taxes, fees, transport and shipping costs or similar charges that are due now or shall be payable in the future in connection with the Lease Agreement. Taxes, fees, transport and shipping cost or similar charges shall be charged by Eidotech if, under these GTL or under the law, Eidotech is obliged or entitled to pay or collect them and the Customer is obliged to pay them.
2. The Customer is obliged to pay the sums due in the amount and within the dates specified in or calculated in accordance with the Lease Agreement as resulting from the relevant invoices or other accounting documents.
3. All payments to Eidotech shall be made to the bank account indicated in the accounting documents. The payment date shall be the date Eidotech's bank account is credited.
4. If the Customer fails to meet the payment deadline, Eidotech will be authorised to charge statutory interest due for each day of delay.
5. The obligation to pay the Lease rent lies with the Customer regardless of whether or not the Customer has actually used Equipment during the Lease Period, unless the use of the Equipment was not possible due to reasons attributable to Eidotech.
6. Eidotech may require the Customer to make an advance payment towards the Lease rent or secure the performance of the Lease Agreement with a deposit on terms and conditions set forth in the Lease Agreement. In such case, Eidotech is entitled to retain the Equipment to be leased by the Customer until such advance payment is made or such deposit is established.
7. Eidotech may at any time deduct from the deposit paid by the Customer any sums due to Eidotech, arising out of or in connection with the Lease Agreement or other agreements concluded between the Parties, including in particular the amount of outstanding Lease rent and other benefits, contractual penalties, fees, additional charges, damages including interest for the period of delay, and claims for damage, destruction or loss of Equipment.
8. In the event Eidotech makes a deduction from the deposit, Eidotech may require the Customer to supplement the deposit to the original amount within three (3) days of the date receiving information about the deduction from Eidotech. The deposit shall be returned within seven (7) days after the Equipment is returned and accounts are fully settled between the Parties under the Lease Agreement.
9. The Customer shall not be entitled to deduct any sums due to the Customer from Eidotech from any of Eidotech's claims against the Customer under the Lease Agreement, unless the respective counterclaims of the Customer are undisputed or have become final and absolute ("rechtskräftig festgestellt") or are reciprocal to our claims.

XI. EIDOTECH'S LIABILITY

1. Eidotech shall be liable for any culpable breach of Eidotech's material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterise the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the Customer may rely on. However, unless Eidotech's conduct has been either grossly negligent or intentional, Eidotech shall be liable only for the foreseeable damage, which typically occurs.
2. In all other cases Eidotech shall be liable if damage has been caused intentionally or grossly negligently by one of Eidotech's statutory representatives or by a vicarious agent. Where Eidotech has given a guarantee ("Garantie"), or for damage arising out of any injury to life, body or health, Eidotech shall be liable in accordance with the statutory provisions. Otherwise claims against Eidotech for damages arising out of a breach of duty are excluded.

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3. Liability under the German Product Liability Act ("Produkthaftungsgesetz") shall remain unaffected.
4. Eidotech shall not be held liable for failure to perform or improper performance of its obligations under these GTL or the Lease Agreement if it has been caused by Force Majeure. Eidotech shall notify the Customer without undue delay of any event of Force Majeure leading to its failure to perform or improper performance. In the event that it seems unlikely that a Force Majeure event will cease to prevent Eidotech from proper performance within a reasonable time, and in any case not within four months at the latest, Eidotech and the Customer shall be entitled to terminate the Lease Agreement in whole or in part without any obligations towards the other Party. The same shall apply mutatis mutandis where the background reasons for Force Majeure continue to exist after four months have expired following Eidotech's notification. If the background reasons were apparent to Eidotech when the Lease Agreement was concluded, Eidotech shall not be entitled to terminate the Lease Agreement.
5. In each of the cases of non-performance due to Force Majeure, the performance of the Lease Agreement or its portion by Eidotech shall be suspended for the duration of Force Majeure, without any obligation or liability of Eidotech towards the Customer in respect of any damage resulting therefrom.
6. Unless in cases where Eidotech would be liable for its own actions or omissions pursuant to sections 1 to 3 above, Eidotech shall not be liable for the actions and omissions of any person who has been subcontracted for a specific task for the Customer. However, nothing herein shall restrict the Customer in such case to exercise its rights directly against the subcontractor.
7. Provisions of this paragraph XI shall also apply accordingly to the liability in connection with non-performance or improper performance of additional services rendered to the Customer in connection with the performance of the Lease Agreement.
8. The claims for damages under sections 1 to 7 above shall be time-barred according to the statutory periods.

XII. THIRD PARTY RIGHTS

1. The Customer warrants that its use of the Equipment in execution and performance of the Lease Agreement will not infringe or otherwise affect any third-party rights, in particular copyrights or licence rights to protected works recorded on the Equipment.
2. If the Customer culpably breaches the warranty under section I hereof, the Customer will hold Eidotech harmless against any liability related to any third party claims filed against Eidotech due to such breach, join any proceedings, including court proceedings connected with such breach and cover all costs incurred by Eidotech when combating third party claims, including the court fees and costs of legal advice related to such proceedings.

XIII. LEASE PERIOD AND TERMINATION OF LEASE AGREEMENT

1. The Lease Agreement shall be binding from the date of its signature until the expiry of the Lease Period or the date of its termination.
2. The Lease Agreement may be terminated early only for good reason.
3. Eidotech shall be entitled to terminate the Lease Agreement with immediate effect in particular in the following cases:
 - a.) the Customer is in delay of payment of the sums due under the Lease Agreement for at least seven (7) days;
 - b.) the Customer fails to establish, within the provided time limits, any collateral for the performance of the Lease Agreement, including in particular a deposit, or pay an advance payment stipulated in the Lease Agreement;
 - c.) the Customer fails to conclude the insurance contract referred to in paragraph VII of these GTL;
 - d.) the Customer uses the Equipment in a manner contrary to the one specified in the Lease Agreement and / or these GTL or in a manner contrary to its intended use, including in particular exposing the Equipment to loss or damage, subletting or making the Equipment available for use to a third party, and changing the Place of Lease without Eidotech's consent;
 - e.) the financial situation of the Customer deteriorates significantly or is likely to deteriorate significantly in a way challenging the fulfilment of the contractual obligations of the Customer, or if the Customer adopts a resolution to dissolve its company and open the liquidation procedure.

4. In the event of early termination of the Lease Agreement by the Customer without having good reason, before the start of the Lease Period, whatever the case may be, Eidotech may charge the Customer with contractual penalties in the following amounts:
 - a.) 30% of the Lease Rent for the whole Lease Period, if the Lease Agreement is terminated within 30 days before the start of the Lease Period indicated in the Lease Agreement;
 - b.) 40% of the Lease Rent for the whole Lease Period, if the Lease Agreement is terminated within 14 days before the start of the Lease Period indicated in the Lease Agreement;
 - c.) 50% of the Lease Rent for the whole Lease Period, if the Lease Agreement is terminated within 8 days before the start of the Lease Period indicated in the Lease Agreement;
 - d.) 100% of the Lease Rent for the whole Lease Period, if the Lease Agreement is terminated 7 or fewer days before the start of the Lease Period indicated in the Lease Agreement.
5. If the Lease Agreement is terminated before the Lease Period expires, the Customer shall immediately return the Equipment to Eidotech at its own expense. In the event of failure by the Customer to return the Equipment within three (3) days of termination of the Lease Agreement, Eidotech shall have the right to collect the Equipment on its own. If the failure to return the Equipment is due to the Customer's fault ("Verschulden"), Eidotech may collect the Equipment at the Customer's expense.
6. The Customer may not assign the Agreement or any of their rights or obligations under the Agreement without Eidotech's written consent.

XIV. CONFIDENTIALITY

1. The Parties shall keep Confidential Information confidential.
2. A Party receiving Confidential Information will:
 - a.) keep it confidential;
 - b.) not disclose it to any third party without the disclosing Party's consent;
 - c.) not use Confidential Information for any purpose other than that indicated in the Lease Agreement or to perform its obligations under the Lease Agreement.
3. A Party receiving Confidential Information may disclose it to its employees, subcontractors, cooperating parties and legal, tax and financial advisers, informing them of the obligation to keep the Confidential Information confidential.
4. The confidentiality obligation does not apply to Confidential Information:
 - a.) that is disclosed pursuant to the law to public administrative authorities or courts;
 - b.) that was known to the receiving Party before it was disclosed by the disclosing Party;
 - c.) that has become publicly known without breach of any confidentiality obligation by the receiving Party; or
 - d.) that the Party receiving the Confidential Information lawfully obtained from a third party.
5. The confidentiality obligation as referred to in this paragraph XIV is not limited in time.

XV. COMMUNICATION

1. Any notices under or in connection with the execution and performance of the Lease Agreement and these GTL shall be drawn up in writing and delivered by registered mail, courier or e-mail with confirmation of receipt by the Party that is to receive the notice, unless the GTL or the Lease Agreement provides for a particular form (e.g. e-mail).
2. Notices shall be sent to the addresses or e-mail addresses indicated by the Parties in the Lease Agreement.
3. Notices shall be deemed received as follows:
 - a.) notices sent via registered mail, at the time of acknowledgement of receipt or in the absence of acknowledgement of receipt, upon the expiry of seven (7) calendar days after the day of the second notification of delivery;

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- b.) notices sent via courier, at the time of delivery;
- c.) notices sent via e-mail, when they are sent by the sender, provided that the sender does not receive automatically generated information that the message has not been delivered to the recipient's proper e-mail address.

XVI. DISPUTE RESOLUTION AND APPLICABLE LAW

1. The Parties shall first attempt to settle any dispute arising out of the Lease Agreement amicably (especially through negotiation or mediation). If the Parties fail to resolve the dispute amicably within two (2) weeks, it shall be settled by the competent court having territorial and substantive jurisdiction over Eidotech's registered office, unless the Parties agree otherwise in the Lease Agreement.
2. These GTL shall be governed by and interpreted in accordance with the laws of Germany.
3. Where a German term has been included in brackets behind any English term(s) in this Agreement, the meaning of such German term shall take precedence over the meaning of the English term(s) in the event of doubt as to the correct meaning of the English term.

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