

AGB – International B2B Version (English)

General Terms and Conditions (GTC)

BROOD FÜR FILM UND FOTO GmbH

Effective: August 2025 – applicable exclusively to business-to-business (B2B) transactions

1. Scope of Application

1.1 These General Terms and Conditions (“GTC”) apply to all deliveries, rentals, and services provided by BROOD FÜR FILM UND FOTO GmbH (“the Company”) exclusively to business customers (legal entities or individuals acting in the course of their business), public law entities, or special funds under public law.

1.2 Conflicting or deviating terms of the customer shall not apply unless expressly agreed in writing by the Company.

1.3 Amendments or supplements to these GTC shall be valid only if agreed in writing.

2. Formation of Contract

2.1 All quotations are non-binding and valid for 3 calendar days unless otherwise stated.

2.2 A contract is formed only upon written order confirmation by the Company or upon commencement of performance.

2.3 Additional items ordered during an ongoing rental period do not require a new order confirmation unless expressly requested by the customer.

3. Prices and Payment Terms

3.1 Prices are based on the Company’s current price list and are exclusive of applicable taxes.

3.2 Rental rates apply per calendar day, including Saturdays, Sundays, and public holidays, unless otherwise agreed in writing.

3.3 Invoices are payable within the period stated on the invoice without deductions. Early payment discounts are granted only if expressly agreed in writing.

3.4 In case of late payment, the Company may charge late payment interest at 9 percentage points above the applicable base rate, plus a fixed reminder fee per notice.

4. Rental Period and Return

4.1 The rental period begins on the agreed delivery or collection date and ends upon proper return of the rented item.

4.2 Rented items must be returned by 12:00 noon on the agreed return date. Late return may result in additional rental charges.

4.3 The Company reserves the right to inspect the returned items for completeness and defects within 7 business days after return.

5. Cancellations

5.1 Cancellations must be made in writing.

5.2 Cancellations up to 7 calendar days before the rental start date incur no charges.

5.3 Cancellations between 6 days and 48 hours before rental start incur a fee of 50% of the agreed rental price.

5.4 Later cancellations or failure to collect rented items are subject to a charge of 100% of the agreed rental price.

6. Obligations of the Renter

6.1 The renter must handle the rented items with due care and in accordance with their intended purpose.

6.2 Transport, assembly, and disassembly are at the renter's risk unless otherwise agreed in writing.

6.3 The renter must promptly notify the Company in writing of any defects. Failure to do so will be deemed acceptance of the rented item in good condition.

7. Liability of the Renter

7.1 The renter is liable during the rental period for loss, theft, or damage caused by improper use, insufficient securing, or inadequate maintenance.

7.2 In case of damage, the renter shall bear the repair costs; in case of total loss or loss of the item, the replacement costs plus loss-of-use charges based on the agreed daily rental rate until replacement.

7.3 Subleasing or transferring the rented items to third parties is prohibited without the Company's prior written consent.

8. Rental Vehicles

8.1 Company vehicles may only be driven by persons holding a valid driver's license for the relevant vehicle class and meeting the minimum age requirement of 21 years.

8.2 All vehicles are insured with comprehensive coverage; the renter is responsible for the deductible stated in the rental agreement.

8.3 Damage to tires, glass, interior, or operating fluids is not covered by the insurance and is the renter's responsibility.

8.4 Vehicles must be returned with a full fuel tank. Refuelling by the Company will be charged at cost plus a service fee.

9. Liability of the Company

9.1 The Company is liable for damages caused intentionally or by gross negligence.

9.2 In cases of slight negligence, the Company is only liable for breaches of essential contractual obligations and limited to foreseeable, typical damages.

9.3 Liability for indirect or consequential damages, including loss of profit, is excluded to the extent permitted by law.

10. Place of Performance and Jurisdiction

10.1 Unless otherwise agreed, the place of performance for all obligations is the Company's principal place of business.

10.2 If the customer is a business entity, exclusive place of jurisdiction shall be the competent court at the Company's principal place of business.

10.3 These GTC are governed by the law of the country in which the Company has its principal place of business, excluding its conflict of laws provisions.

11. Severability

If any provision of these GTC is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.