

Terms & Conditions Spreenauten GmbH



§ 1 General - Scope

These terms and conditions apply to all current deliveries and services of Spreenauten GmbH. They also apply to supplementary and follow-up orders, insofar as they relate to similar order items.

Deviating, conflicting, or supplementary general terms and conditions shall not become part of the contract, even if known, unless their validity is expressly agreed in writing.

§ 2 Offer and Conclusion of Contract

Spreenauten GmbH is only bound to the written offer of the customer subject to the existence of an important reason in accordance with § 3 No. 6, only as long as specified in its offer. The offer commitment can be completely or partially excluded by Spreenauten GmbH, for example by adding "offer non-binding". If Spreenauten GmbH excludes the offer commitment completely or partially, it is entitled to revoke the offer until the receipt of the acceptance declaration, as far as it is hindered in the execution of the offer due to the interim confirmation of other orders. The declaration of such a reservation in the offer is made, for example, by adding "offer non-binding subject to availability".

A contract is only concluded with the written contract conclusion or written confirmation of the order offer by Spreenauten GmbH, but at the latest with the start of the service provision. The nature and scope of the services owed by Spreenauten GmbH are determined exclusively by the content of the concluded order or the confirmation of the order offer, unless otherwise agreed.

Information in brochures, other advertising materials, and on the websites of Spreenauten GmbH do not constitute the assumption of a guarantee or a risk of characteristics.

§ 3 Deliveries and Services

The right to reasonable partial deliveries and services or to reasonable substitute deliveries and services by Spreenauten GmbH is expressly reserved, especially subject to timely self-delivery.

If circumstances arise that only allow Spreenauten GmbH to provide partial services or make the service unavailable, Spreenauten GmbH must inform the contractual partner immediately after becoming aware of the obstacle to performance about the partial or complete non-availability. In this case, Spreenauten GmbH is entitled to withdraw from the contract in whole or in part against reimbursement of any consideration already provided in advance for non-available service parts.

Delivery periods and dates specified in the contract are non-binding information, as far as Spreenauten GmbH has not expressly designated the delivery times as binding or as a fixed transaction. Delivery dates are generally agreed based on the expected performance capacity of Spreenauten GmbH and are understood to be non-binding and subject to timely availability of the cooperation partners used by Spreenauten GmbH as well as unforeseen circumstances and obstacles, regardless of whether they occur at Spreenauten GmbH or the cooperation partner, especially force majeure, government actions, failure to issue official permits, labor disputes of any kind, sabotage, unpreventable late material deliveries, etc.

A bindingly agreed delivery time is extended appropriately, as far as Spreenauten GmbH is hindered in its adherence due to circumstances that neither it nor its organs or vicarious agents are responsible for. The adherence to delivery dates presupposes the compliance with agreed payment conditions and the provision of information and

facilities necessary for the successful and complete performance of Spreenauten GmbH's services. If the client does not comply with this cooperation obligation, the delivery time is extended by the duration of the corresponding delay.

If the customer is in default of acceptance or culpably violates other cooperation obligations, Spreenauten GmbH is entitled to demand compensation for the resulting damage, including any additional expenses, especially storage costs. Further claims remain reserved. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the customer at the time when the customer falls into default of acceptance or debtor's delay.

Spreenauten GmbH is entitled at any time to refuse to carry out the services in whole or in part and regardless of an entered offer commitment if there are significant reasons. A significant reason would be, for example, the use of the material at an illegal event, an event of the AfD or another political grouping - Spreenauten GmbH categorically refuses to cooperate with such groups/parties - exceeding a credit limit granted by Spreenauten GmbH according to § 4 No. 7 or the negative result of a credit check (e.g. Schufa, Creditreform, Bürgel, etc.).

§ 4 Compensation, Payment Terms

The customer pays Spreenauten GmbH the agreed prices for the specified services in the individual order or the offer. All prices are net prices and are subject to the applicable VAT in the respective delivery country. Agreed hourly rates are fully charged without deductions for breaks and for each started hour.

Unless otherwise expressly agreed, Spreenauten GmbH - especially for new customers - is entitled to make the provision of its services dependent on an advance payment of 100% of the agreed rental amount by the customer. If the customer is in default with the advance payment, Spreenauten GmbH is optionally entitled to demand the advance payment within a set grace period for the customer or to demand security for the total order amount. After the unsuccessful expiry of the grace period, Spreenauten GmbH can withdraw from the contract and claim damages.

Unless otherwise specified in the offer from Spreenauten GmbH, the invoice amount is due for payment without any deduction 10 days after the invoice date and invoice issuance. In the context of invoicing, it is sufficient if a transmission by fax occurs. Skonto deductions require a separate written agreement and are otherwise governed by the content of the order offer. The timeliness of any payment and skonto is determined by the crediting of the amount owed to the account of Spreenauten GmbH.

Unless otherwise agreed in writing, all payments are to be made in cash or by transfer. Checks are only accepted as conditional payment and by special agreement. In case of exceeding the payment deadlines, Spreenauten GmbH is entitled to claim default interest of 8% above the respective base rate p.a. without further notice. The assertion of higher default damage remains unaffected.

Spreenauten GmbH is entitled to apply payments initially to older debts of the customer. If costs and interest have already been incurred due to default, Spreenauten GmbH is entitled to apply the payment first to the costs, then to the interest, and lastly to the main claim. If the client makes a different allocation of the payment, Spreenauten GmbH is entitled to reject the payment.

If the agreed payment terms are deviated from without a justified reason, Spreenauten GmbH can also demand delivery against cash payment, advance payment, or security at any time independently of § 4 No. 2. All open claims, including those for which Spreenauten GmbH has received checks or for which installment payment has been agreed, become immediately due.

The granted payment condition applies to the credit limit granted by Spreenauten GmbH for each individual order. In determining the current credit limit, outstanding payment obligations from already existing or previous contracts are also considered. If the currently set credit limit is exceeded, Spreenauten GmbH reserves the right to demand the remaining order value as advance payment. Even in the event of a subsequent change in creditworthiness or exceeding the credit limit of the customer, Spreenauten GmbH is entitled to exercise the rights mentioned in § 4 No. 2 and 6.

If the customer is otherwise still in default with the payment of an agreed part or the

If the customer is otherwise still in default with the payment of an agreed part of the total amount despite a supplementary payment request, Spreenauten GmbH can also terminate the contractual relationship without notice.

§ 5 Warranty and Liability of Spreenauten GmbH

Spreenauten GmbH guarantees that the items provided to the customer are functional and undertakes to keep them in a functional state during the contract period, provided that the customer has not assumed the operating risk or the use by his own personnel or is responsible for the failure or dysfunction. In the latter case, § 6 applies.

If a system part is non-functional and Spreenauten GmbH is responsible for this, Spreenauten GmbH must be given the opportunity to remedy the defect or provide another similar system part. The customer is obliged to notify Spreenauten GmbH of a defect without delay, otherwise, they cannot derive any further rights from it.

Furthermore, § 536 BGB does not apply to the contractual relationship. § 536a BGB only applies in cases of gross negligence or intentional misconduct by Spreenauten GmbH or attributable bodily injuries or health damages or loss of life of the customer.

The customer is entitled, subject to execution by Spreenauten GmbH, to bring the system to the premises of Spreenauten GmbH for repair or replacement at his own expense. If the customer does not give Spreenauten GmbH the opportunity to carry out the transport beforehand, they cannot claim reimbursement of the costs incurred for this. In any case, Spreenauten GmbH retains the right to prove that these costs are unreasonably high or not customary.

Spreenauten GmbH is only liable for typical and foreseeable consequential damages in the event of a non-functionality and is otherwise completely exempt from liability for damages, unless these are based on an intentional or grossly negligent breach of duty. In addition, liability for gross negligence by simple vicarious agents of Spreenauten GmbH, indirect damages, normal wear and tear, and minor defects is excluded. A defect is insignificant if it only slightly impairs the suitability of the item for the contractually agreed use or can be eliminated by the client himself with minimal effort.

The aforementioned liability exclusions do not apply in any case if it concerns the violation of a significant contractual obligation or damages resulting from injury to life, body, or health.

Spreenauten GmbH is only liable for the transport risk or the timely arrival of the radios if the delivery to the customer and the collection from the customer have been ordered in writing by the customer - and even then only to the extent that the chosen courier service is liable for this service (e.g. TNT, UPS, etc.).

§ 6 Obligations and Liability of the Customer

The customer is obliged to read the entire contents of any documents handed over for the use of the contract object before putting it into operation and to strictly observe the legal regulations, accident prevention regulations, and operating instructions. The customer is neither entitled to sublease nor to otherwise transfer the use to third parties.

The customer is obliged to operate the contract object properly and acknowledges that he has checked the contractual object for its impeccable, contractual condition at the time of takeover. In the event of accidents, the customer is fundamentally liable for all damages caused to the contract object itself and for damages resulting from its failure and consequential damages.

The customer is obliged to take out insurance for the contract object during the contract period for damages and theft for which he is responsible. In the event of damage, the client must immediately inform Spreenauten GmbH in writing about the extent, circumstances, and parties involved in the damage event. In the case of theft, major damage by third parties, fire, wild or other damage, the customer must report the incident to the police or have the damage recorded by the police.

If the customer violates any of the obligations mentioned in § 6 No. 3 and the insurer does not provide coverage, the customer is fully liable for the corresponding damages.

If it is foreseeable at the time of the contract conclusion that the value of the system in the event of loss cannot be covered by own funds, the risk of loss or destruction of the system must be insured correspondingly high.

Spreenauten GmbH is entitled to make the provision of the contract object dependent on the payment of a reasonable advance and a deposit. The customer is not allowed to make the return of the contract object dependent on the assertion of a right of retention. The contract object must be returned to Spreenauten GmbH after the contract period without special request and in the condition in which the client received it. For self-collection, the devices are ready for collection from 12.00 pm. The return must be made on the agreed date between 11.00 am and 11.30 am. The provision and return of the contract object take place in the business premises of Spreenauten GmbH. In case of late return, the client is obliged to pay the respective daily rate per day of delay. The assertion of further damage is not excluded.

If there is a dispute between the parties about who is responsible for a deterioration or destruction of the contract object, the burden of proof lies with the customer. The customer is free to prove a lesser damage and a non-responsibility for the damage event.

Claims of Spreenauten GmbH due to deteriorations of the rental object expire contrary to § 548 para. 1 BGB after 2 years after return of the rental object. Spreenauten GmbH will inform the customer in writing within two weeks after the return of the rental object about any defects or deteriorations that were found at the return.

§ 7 Late Return

We expressly refer to BGB § 546a Compensation of the landlord for late return

(1) If the customer does not return the rental object after the end of the rental period (or not completely), the landlord can demand the agreed rent or the rent customary for comparable items for the duration of the retention as compensation.

(2) The assertion of further damages is not excluded.

Explanatory note: 3. Spreenauten GmbH has a payment claim against the customer for the rental costs incurred per day for the parts of the rental object not returned. Any further claims for damages, if orders cannot be executed due to missing parts of the rental object, remain unaffected. 4. Any long-term or customer discounts granted to the customer do not apply in the case of late, non-agreed return. 5. The loss report as well as the information that the still not returned parts of the rental object are ready for collection, if the collection date differs from the collection date in the rental contract, must be made in writing by the customer to Spreenauten GmbH.

§ 8 Ownership

Spreenauten GmbH remains the unrestricted owner of all provided contract objects.

Resale, security transfer, pledge, or any other encumbrance is not permitted without the written consent of Spreenauten GmbH and is ineffective against it.

In the case of attachments or other third-party access to the contract object, the customer must point out the existence of the retention of title and immediately notify Spreenauten GmbH in writing to enable them to file a third-party objection. If the third party is unable to reimburse the judicial and extrajudicial costs of such an action, the customer is liable for the loss in case of violation of the aforementioned duty to inform.

For a legally induced loss of ownership due to connection, mixing, or processing of the contract object, the client is liable to Spreenauten GmbH for damages in the amount of the replacement value.

For the sale of radios and accessories: The goods remain our property until full payment and may not be resold or rented out until that time.

If invoices for lost equipment, for example, if radios are lost at customers, are not paid on time, we are entitled to charge the customer for the resulting damage (rental price of the equipment per day) until full payment of the invoice and, if necessary, to claim further damages.

In sales transactions. Spreenauten GmbH remains the full owner of the goods until

they are fully paid. The customer may neither resell nor pledge or otherwise encumber the goods until full payment.

§ 9 Cancellation Policy, Withdrawal

The customer is entitled to withdraw from the order up to 6 weeks before the start of the project free of charge. If the withdrawal occurs up to 8 days before the start of the project, the customer must reimburse 50% of the agreed rent to Spreenauten GmbH. If the withdrawal occurs less than 8 days before the start of the project, the customer must reimburse the full agreed rent to Spreenauten GmbH, minus any saved expenses.

The customer retains the right to prove that a lower reimbursement amount is appropriate in individual cases.

§ 10 Set-Off Prohibition

The customer is only entitled to set-off if his counterclaims have been legally established or are undisputed.

§ 11 Final Provisions

This contract and the entire legal relationships of the parties are subject to the law of the Federal Republic of Germany, excluding the UN Sales Convention (CISG).

The place of performance and the exclusive place of jurisdiction for all disputes arising from this contract is the registered office of Spreenauten GmbH, unless otherwise stated in the order confirmation, Berlin - Germany.

All agreements made between the parties for the purpose of executing this contract are set out in this contract in writing.

Should individual provisions of this contract or formulations be or become invalid or contain a loophole, a formulation that legally expresses the invalid provision's intention shall replace it. The remaining provisions remain unaffected.