

Terms and Conditions

of the company

24Frame Kinoprojektion GmbH & Co. KG

Buchholzer Straße 4, 21224 Rosengarten, Germany

(hereinafter referred to as 24Frame Kinoprojektion)

As of January 1st, 2022

§ 1 validity of the conditions

(1) The deliveries, services and offers from 24Frame Kinoprojektion are made exclusively on the basis of these terms and conditions. These also apply to all future business relationships, even if they are not expressly agreed upon again. These conditions are considered accepted at the latest when the goods or services are received. Counter-confirmations by the customer with reference to his terms and conditions are hereby rejected.

(2) All agreements made between 24Frame Kinoprojektion and the customer for the purpose of executing this contract must be set out in writing in this contract.

§ 2 offer and conclusion of contract

(1) The offers of 24Frame Kinoprojektion are subject to change and non-binding. Technical improvements and subletting are reserved. Contracts come into being when they are confirmed in writing or by fax or when 24Frame Kinoprojektion begins with the execution of the ordered services. Order additions or changes must be made in writing.

(2) Drawings, illustrations, dimensions, weights or other performance data are only binding if this has been expressly agreed in writing.

(3) The employees and freelancers as well as vicarious agents of 24Frame Kinoprojektion are not authorized to make verbal side agreements or to give verbal assurances that go beyond the content of the written contract.

(4) With the order confirmation, the customer guarantees that third party rights, official measures, etc. don't stand in the way. The customer guarantees that he is the owner of the copyright usage and service rights that are required for the rented service. If third party rights are violated, the customer releases 24Frame Kinoprojektion from any claims on the part of the third party. The customer also bears the costs of legal defense, insofar as these are necessarily incurred for 24Frame Kinoprojektion.

§ 3 prices

(1) Both for sales transactions and rentals and unless otherwise agreed in writing, the list prices valid at the time the contract is concluded apply plus the statutory value added tax. All prices apply ex warehouse, excluding shipping, transport, insurance and packaging. Additional services (e.g. assembly, consumables, etc.) will be charged separately.

(2) If prices are calculated based on the rental duration of the devices, the value of the device determined by 24Frame Kinoprojektion is decisive upon return or at the end of the project.

(3) The 24Frame Kinoprojektion is entitled to insure the objects against theft, breakage, fire, water and other damage at the expense of the customer, unless the customer himself has demonstrably taken out adequate insurance. Proof of insurance of the purchaser must be submitted in writing to 24Frame

Kinoprojektion by the start of the rental; later proof of insurance will not be recognized. 24Frame Kinoprojektion can also invoice the insurance retrospectively.

§ 4 delivery time, return delivery

(1) The delivery period is only agreed approximately. The delivery period begins on the day on which the order confirmation is sent, but not before any technical questions that were still outstanding at the time the contract is concluded are answered and before the permits, releases to be procured by the purchaser, and before an agreed down payment is received. The delivery deadline is met if the goods have left the warehouse by the end of the delivery period or if the goods are ready for dispatch if they can be dispatched.

(2) Delays in delivery and performance due to force majeure and events that not only make 24Frame Kinoprojektion temporarily difficult or impossible to make delivery, this includes in particular strikes, lockouts, official orders, etc., even if they occur with suppliers of 24Frame Kinoprojektion or their sub-contractors. 24Frame Kinoprojektion is not responsible for sub-contractors, even with bindingly agreed deadlines and dates.

(3) Compliance with the delivery and performance obligations of the 24Frame Kinoprojektion requires the timely and proper fulfillment of the obligations of the customer. This also means that the customer has paid all invoices that have already been issued and are due.

(4) If the customer defaults on acceptance, 24Frame Kinoprojektion is entitled to demand compensation for the damage incurred.

(5) The rented equipment must be returned on the day entered in the delivery note by 10:00 a.m. In the event of late return delivery, 24Frame Kinoprojektion is entitled to invoice the customer for the extension of the rental period at the discounted list prices. If the devices are not returned properly (cables that have not been rolled up, dirty devices, etc.), the 24Frame Kinoprojektion calculates the workload it incurs to the customer.

§ 5 Liability of the renter for the devices / systems

(1) The renter generally bears full liability for the damage and / or loss or other deterioration of the equipment / systems during the rental period, regardless of whether he is responsible for this or not. This applies in particular to damage to devices / systems caused by foreseeable damage. In the event of liability by the renter, the lessor must replace the new value of the rented property.

(2) The assumption of liability basically begins with the handover of the devices / systems to the renter or representative named in the rental contract (carrier). The renter or his representative bears liability for all damage, regardless of fault. The devices must be protected against impact, falls and vibrations during loading, unloading and transport using suitable packaging. The renter undertakes not to leave the devices / systems transported in a vehicle unsupervised in the car from 22:00 to 6:00, with a high concentration of values even during the day.

(3) The renter is liable for damage or destruction of the systems due to a violation of the obligations listed in the example. The renter or his representatives take suitable measures for the rented equipment / systems for outdoor work and events, taking into account the climatic as well as other influences. Weather influences are e.g. Heat, extreme solar radiation, sand and dust as well as moisture, sea water, extreme rain etc. The renter is obliged to inform his representatives or the group of people who are responsible for the creation of the event / production of these obligations in the rental contract.

At the request of the lessor, the renter must provide proof of suitable insurance of his own for the rented equipment / systems.

(4) Extended liability claims: The renter checks the technically perfect condition before taking over the equipment / systems provided to him. Through a test report from the lessor and confirmation of acceptance from the renter, the full functionality of the rental contract is confirmed by the renter by signing. Any later liability claims of the renter to the lessor, in particular for quality, e.g. Tone, color, sharpness etc. are excluded. The renter undertakes at the beginning of the event / production to convince himself of the quality or function of the rented equipment / systems in order to request the replacement of the rented items at no additional cost.

(5) 24Frame Kinoprojektion is not liable for the installation of the rented equipment. The structure and the safeguards against environmental influences are the sole responsibility of the renter, unless the parties have expressly agreed otherwise in writing. This also applies if 24Frame Kinoprojektion GmbH makes service and operating personnel available to the contractual partner as agreed. If the rented equipment fails, the 24Frame Kinoprojektion assumes no liability for consequential damage. This disclaimer applies in particular to the reimbursement of entry fees. The contractual partner may have to protect himself accordingly from his customers. If necessary, the contractual partner will inform himself about the existing risks at 24Frame Kinoprojektion before rendering the service and, in addition, take precautionary measures to secure possible failure of the rented equipment. As is customary in the industry, this is done by renting a backup system.

(6) The equipment rented from 24Frame Kinoprojektion must be treated with particular care by the contract partner. Operation is only permitted by technically trained personnel. The contract partner will compensate the 24Frame Kinoprojektion for any damage to the equipment, unless the contract partner proves that the damage to the rented equipment was caused by the 24Frame Kinoprojektion. The contractual partner must carefully inspect the rented equipment upon takeover and report any defects immediately. Even after the takeover, the contractual partner will permanently check the equipment, in particular the technically complex devices, as part of the careful handling and immediately report any faults or errors to the 24Frame Kinoprojektion in writing. 24Frame Kinoprojektion personnel are solely responsible for eliminating malfunctions or errors in the rented equipment. The customer is not entitled to make changes or repairs to the rented equipment or devices. The contract partner will reimburse 24Frame Kinoprojektion for the cost of troubleshooting or the cost of repairs to the rented equipment, unless the contract partner proves that the faults or errors are the sole responsibility of 24Frame Kinoprojektion.

(7). The contractual partner has the option of using service personnel from the 24Frame Kinoprojektion, in particular for the operation of the rented equipment. The parties conclude a separate contractual agreement. Damage can only be claimed from the 24Frame Kinoprojektion if the 24Frame Kinoprojektion, its legal representatives and executives can be accused of grossly negligent or willful negligence.

(8) Disclaimer: The renter can exclude liability towards the lessor in accordance with §5 by paying insurance. In this case, the renter, apart from the agreed deductible, is only liable if he violates the contractual obligations.

(9) Notice in the event of theft: If theft has occurred or another case of theft or loss, the police must be notified in any case. Please have the police officer taking over give you the name, the office (including address), the case number and the file number. (Ideally based on the so-called "W-words": what, when, how, where, who, witnesses, causer).

(10) Return of the rental objects: The rental objects are to be returned completely, properly and in a clean and perfect condition in the warehouse of the lessor during the period specified in the rental contract at the latest on the last day of the agreed rental period. The return obligation also extends to all defective rental items. The return is only completed with the unloading and registration of all rental items in the lessor's warehouse. After registering, the customer receives an acknowledgment of receipt. The lessor reserves the right to check the rental objects even after registering. A receipt without confirmation without confirmation does not constitute approval of the completeness and condition of the returned rental items. In the event of loss or culpable damage to lamps or other small accessories, the renter must reimburse the lessor for the replacement value, unless the renter can prove that the lessor has suffered no or significantly less damage.

§ 6 payments, discounts

(1) Unless otherwise agreed, invoices from the 24Frame Kinoprojektion are payable without deduction 10 days after the invoice is issued. Discount deduction requires a separate agreement. If the customer is in arrears with the payment, 24Frame Kinoprojektion operates the simplified dunning procedure.

(2) If the customer is in default of payment, the 24Frame Kinoprojektion is entitled to claim interests starting from the relevant point of time at a rate of 2% above the respective discount rate of the Deutsche Bundesbank as a lump sum compensation. 24Frame Kinoprojektion reserves the right to charge higher interest rates. Discounts granted expire without replacement if the payment term is exceeded.

(3) In the case of new customers or if 24Frame Kinoprojektion becomes aware of circumstances that question the creditworthiness of the customer, 24Frame Kinoprojektion is entitled to request immediate payment of the entire remaining debt, even if it has accepted checks. In this case, 24Frame Kinoprojektion is also entitled to demand advance payments or security.

(4) The customer is only entitled to set-off and retention if the counterclaims have been legally established or are undisputed.

(5) Company discounts granted from previous offers or invoices are not binding for the current discount grant.

§ 7 withdrawal, compensation for withdrawal

(1) The customer can withdraw from his order at any time. The withdrawal must be declared in writing. Decisive for the time of cancellation is the receipt of the cancellation notice at 24Frame Kinoprojektion.

(2) In the event of withdrawal, 24Frame Kinoprojektion can demand appropriate replacement for the preparations made. In the event of cancellation from 12 calendar days before the start of the rental, 24Frame Kinoprojektion requires 55% of the total remuneration, from 3 calendar days before start of rental 80%.

In the case of long-term projects / rentals with a duration of more than 2 weeks, 24Frame Kinoprojektion will charge upon cancellation 1 month before the start of the rental / project plus min. 1 week shipping / installation period (depending on the planning of the renter / disposition) 40% of the total remuneration as cancellation compensation.

24Frame Kinoprojektion reserves the right to demand higher replacement if it can be shown that higher costs for 24Frame Kinoprojektion projection have arisen.

§ 8 Extraordinary termination

(1) Without prejudice to the provisions made in § 6, the contract can only be terminated by both parties for an important reason. This also applies in particular if 24Frame Kinoprojektion has to provide additional services.

(2) 24Frame Kinoprojektion is entitled to terminate the contract without notice if there is a significant deterioration in the economic circumstances of the customer, in particular if he does not meet the obligations under the contract, if he is subject to sustainable attachments or other enforcement measures or if the bankruptcy proceedings or an out-of-court settlement procedure has been opened.

§ 9 warranty

(1) The warranty obligation for obvious defects in the goods does not apply if the customer does not examine the goods immediately after receipt and notifies the defect to 24Frame Kinoprojektion immediately. Complaints must be in writing.

(2) No liability is assumed for damage that has arisen for the following reasons: unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, normal wear and tear, incorrect or negligent handling, unsuitable equipment.

§ 10 Limitation of liability of the lessor for delivery and services

(1) Claims for damages from positive breach of claim and from unlawful acts are excluded both against the managing director, his employees and against his vicarious agents, unless there is willful or grossly negligent action.

(2) Any liability is limited to the damage foreseeable at the time the contract was concluded.

(3) Claims for damages resulting from financial loss are generally excluded.

§ 11 retention of title

(1) All goods sold remain the property of 24Frame Kinoprojektion until full payment.

§ 12 Applicable law, place of jurisdiction, partial nullity

(1) The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between the contracting parties.

(2) The exclusive place of jurisdiction is Tostedt.

(3) Should a provision in these terms and conditions be or become ineffective, this does not affect the effectiveness of all other provisions. Such are to be reinterpreted in valid regulations that correspond to the economic sense