

GENERAL TERMS AND CONDITIONS

of the company Stefan NEMEC
lighting & film equipment rental
Sebastian Kohl-Gasse 3-9 / 19a, 1210 Vienna, Austria

For all our deliveries and other services, as well as for payments to us, the following terms and conditions apply exclusively:

A. Sales and delivery

1. All prices are to be taken from our valid price list, and are ex warehouse, exclusive of VAT, packaging, insurance and transport.
2. Payments are to be made without deductions, free of charge for us, within 14 days of receipt of the invoice.
3. In the event of late payment, the provisions of §§ 455 ff UGB apply. In the event that the contracting party does not fall within the scope, the calculation of the default interest of the UGB shall be deemed agreed.
4. The withholding of payments, as well as the offsetting of or with counterclaims by the customer of whatever kind, are excluded.
5. The goods delivered by us remain our property until full payment. We are entitled to pick up the goods at any time in case of default. In this case, the customer waives any objections, in particular the bringing of an infringement action.
6. If we incur costs resulting from the enforcement of our ownership, the customer bears these. We are entitled to recycle the goods at any time at our discretion and without the consent of the customer. Any liquidation proceeds shall be credited towards the claim against the customer plus incidental charges.
7. Should we however withdraw from the contract, the customer has to pay a monthly usage fee amounting to 10% of the new value of the goods from handover to the provision. If the impairment of the goods exceeds the amount of the usage fee, the customer must also pay this excess amount.
8. The delivery is made at the expense and risk of the customer, and subject to the fact that we ourselves are supplied on time and correctly, and therefore are not responsible for a lack of availability of the goods. Should the customer have a degree. If you do not wish a transport insurance, please inform us in writing before delivery.
9. Defects in delivered goods must be reported to us immediately in writing, otherwise the goods will be considered as approved.
10. If a defect is recognized by the manufacturer as such, the defective goods will be replaced or improved by us or will be replenished. The customer's right to conversion or price reduction is excluded.
11. Compensation by us is excluded in any case, as far as no gross negligence.

B. Renting

1. All rents are to be taken from our respective valid price list and are understood to be in the event of collection of the rental objects by the renter exclusive of VAT. Costs for packaging and transport will be charged separately.
2. The rent is calculated per day and is payable without discount, for us free of charge, within 14 days after receipt of the invoice. In the event of late payment, provision A.3 shall apply. Further delays are not excluded. Likewise, the prohibition on retention and netting set out in section A. 4 applies here.
3. When handing over the rental object before 12 noon, the daily rent for this day is to be paid in full. If the rental object is reset at the end of the contract after 12 noon, the daily rent is also to be paid in full for this day.
4. The renter is not entitled to repayment of the rent or any part of it, if the rented property, for whatever reason, is postponed before the agreed end of the contract.
5. The tenant takes over the rented item in perfect condition after functional check including accessories. He must treat the rental object with the utmost care and observe all operating instructions relevant for the proper use. The lessee must notify us immediately in the event of any impairment of the leased property, in particular damage, destruction and theft, and if necessary, e.g. Damage by third parties or theft, also to report to the respective competent authority.
6. The rent includes insurance cover for damage to the rented item or theft of the rented item or parts of it or its Destruction. If the damage is borne by the insurer, the renter only has to bear the respective deductible, EUR 73.00, or up to EUR 365.00. The renter is liable without limitation if he waives the insurance cover and / or the insurer refuses cover for reasons for which the renter is responsible.
7. The tenant waives the rent reduction right of §1096 ABGB.
8. The renter is not entitled to lend the rental property to third parties for a fee or free of charge.
9. The provisions above under point A. apply insofar as applicable in the rental law mutatis mutandis, also for leases.

C. Other

1. Uncertain partial payments are credited first to open rents and then to sales contracts.
2. Changes to the additions to the concluded contracts would require the written form. A departure from this provision can only be made in writing.
3. Place of fulfillment and place of jurisdiction is Vienna
4. The renter or the person signing for the renter hereby confirms his express authorization to conclude this contract.