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LEGAL DOCUMENT

Terms and Conditions for the Rental of Goods

VERSION	AS OF	TRANSLATION AS OF	LANGUAGE
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> ! Translated with AI from German. Only the **German version** is legally valid.

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1) Scope of Application

1.1 These General Terms and Conditions (hereinafter "GTC") of ASCEND GmbH (hereinafter "Lessor") shall apply exclusively to rental agreements concluded via the Lessor's website with businesses within the meaning of § 14 of the German Civil Code (BGB) (hereinafter "Lessee"). Any inclusion of the Lessee's own terms and conditions is hereby objected to, unless otherwise agreed.

1.3 For the purposes of these GTC, a business shall mean a natural or legal person or a partnership with legal capacity who, when entering into a legal transaction, acts in the exercise of their commercial or independent professional activity.

2) Conclusion of Contract

2.1 The rental items described on the Lessor's website do not constitute binding offers by the Lessor but serve for the submission of a binding offer by the Lessee to conclude a rental agreement.

2.2 The Lessee may submit the offer via the online order form integrated into the Lessor's website. In doing so, after placing the selected rental items in the virtual shopping cart and completing the electronic ordering process, the Lessee submits a legally binding contractual offer regarding the rental items contained in the shopping cart by clicking the button that finalizes the ordering process.

2.3 The Lessor may accept the Lessee's offer within five days,

- by sending the Lessee a written order confirmation or an order confirmation in text form (fax or email), whereby the receipt of the order confirmation by the Lessee is decisive, or
- by handing over the rental item to the Lessee, whereby the receipt of the rental item by the customer is decisive, or
- by requesting payment from the Lessee after the latter has submitted their order.

If several of the aforementioned alternatives apply, the contract is concluded at the point in time when one of the aforementioned alternatives occurs first. If the Lessor does not accept the Lessee's offer within the aforementioned period, this shall be deemed a rejection of the offer, with the consequence that the Lessee is no longer bound by their declaration of intent.

2.4 The period for accepting the offer begins on the day following the submission of the offer by the Lessee and ends upon the expiry of the fifth day following the submission of the offer.

2.5 When submitting an offer via the Lessor's online order form, the contract text is stored by the Lessor after the conclusion of the contract and transmitted to the Lessee in text form (e.g., email, fax, or letter) after the submission of their order. No further provision of the contract text by the Lessor shall take place.

2.6 Before finalizing the order via the Lessor's online order form, the Lessee may identify any input errors by carefully reading the information displayed on the screen. An effective technical means for better detection of input errors may be the browser's zoom function, which enlarges the display on the screen. The customer may correct their inputs during the electronic ordering process using the usual keyboard and mouse functions until they click the button that finalizes the ordering process.

2.7 German is available for the conclusion of the contract.

2.8 Order processing is generally carried out automatically via email. The Lessee must ensure that the email address provided for order processing is correct so that emails sent by the Lessor can be received at this address.

3) Right of Withdrawal

3.1 Consumers are generally entitled to a right of withdrawal.

3.2 Further information on the right of withdrawal can be found in the lessor's withdrawal instructions.

4) Handover of the Rental Item

4.1 The handover of the rental item shall generally be effected by shipment to the delivery address provided by the Lessee. The delivery address specified in the Lessor's ordering process shall be decisive unless otherwise agreed.

4.2 If the transport company returns the shipped rental item to the Lessor because delivery to the Lessee was not possible, the Lessee shall bear the costs of the unsuccessful shipment. This shall not apply if the Lessee effectively exercises their right of withdrawal, if the Lessee is not responsible for the circumstance that led to the impossibility of delivery, or if the Lessee was temporarily prevented from accepting the offered service, unless the Lessor had announced the service to them a reasonable time in advance.

4.3 If the Parties have agreed on collection of the rental item, the Lessor shall first inform the Lessee by email that the rental item is ready for collection. Upon receipt of this email, the Lessee may collect the rental item from the agreed collection address after arranging a time with the Lessor. In this case, no shipping costs shall be charged.

4.4 In the event of collection of the rental item by the Lessee, the Lessor reserves the right to verify the Lessee's identity and age using a valid official photo ID. If the Lessee is not yet of legal age, the Lessor may make the handover of the rental item conditional upon written consent from the Lessee's legal representative.

4.5 If the Lessee does not collect the rental item in person but instead sends an authorized third party, the Lessee must inform the Lessor of the third party's identity in advance. In the event of collection of the rental item by a third party, the Lessor reserves the right to verify the third party's identity using a valid official photo ID.

4.1 Delivery, Commencement of Rental Period and Transfer of Risk

The rented item shall be delivered by overnight courier (GO! Express & Logistics) to the delivery address specified during the ordering process. Delivery shall be documented by means of a delivery receipt.

The rental period shall commence on the day of delivery and shall end on the day the rented item is collected or returned by the lessee. Risk in respect of the rented item shall pass to the lessee upon delivery.

5) Rental and Payment Terms

5.1 The prices stated on the Lessor's website are net prices exclusive of statutory value-added tax. Delivery and courier costs are specified separately during the ordering process.

5.2 The rental fee covers remuneration for the provision of the rental item as well as for its maintenance and repair.

5.3 Any modifications and/or alterations to the rental item made at the Lessee's request shall be remunerated separately, unless they are necessary for the maintenance or repair of the rental item or to ensure its contractual use.

5.4 The rental fee for the entire rental period, as well as the deposit and any courier costs, shall be due in advance upon conclusion of the rental agreement and shall be paid using one of the payment methods specified on the Lessor's website. The rental period bookable online is limited to a maximum of three months; rental periods exceeding three months require an individual agreement.

6) Security Deposit

6.1 To secure its claims, the Lessor reserves the right to require the Lessee to provide a security in the form of a monetary sum (security deposit), the amount of which is specified in the offer on the Lessor's website. The amount of the security to be provided by the Lessee shall be based on the market value of the leased item. The security deposit shall be paid by the Lessee in advance in the same manner as the rent.

6.2 If the Lessee returns the leased item in proper condition and with all accessories upon termination of the lease agreement, the Lessor shall refund the security deposit paid by the Lessee within seven calendar days. For the refund of the security deposit, the Lessor may use the same payment method that the Lessee used to pay the security deposit.

6.3 If the Lessee does not return the leased item in full or in proper condition, or if the leased item is permanently lost, the Lessor shall retain the corresponding amount from the security deposit to cover its damages, provided that the Lessee is responsible for this. The Lessor reserves the right to assert a higher claim for damages if the security deposit is insufficient to cover the damages.

7) Use of the Rental Item, Transfer of Use to Third Parties

7.1 The rental item may only be used for the purposes agreed upon in the contract.

7.2 The lessee is entitled to transfer the use of the rental item to a third party insofar as the agreed purpose of the lease indicates that the rental item is also to be used by third parties.

8) Obligations of the Lessee

The lessee shall handle the leased item with care and protect it from damage. They shall comply with the lessor's maintenance, care, and operating instructions to the extent that this is reasonable for them. Markings on the leased item, in particular signs, numbers, or inscriptions, may not be removed, altered, or rendered illegible.

9) Modifications to the Rental Object

9.1 The Lessor is entitled to make modifications to the rental object insofar as these serve its preservation. Improvement measures may only be carried out if they are reasonable for the Lessee and do not impair the contractual use of the rental object. The Lessor must inform the Lessee of such measures in a timely manner in advance. If the Lessee incurs expenses as a result of these measures, these shall be reimbursed by the Lessor.

9.2 Modifications and attachments to the rental object by the Lessee require the prior consent of the Lessor. This applies in particular to attachments or installations as well as the connection of the rental object with other items. Upon return of the rental object, the Lessee shall restore the original condition at the request of the Lessor.

10) Lessor's Maintenance Obligation and Lessee's Rights in Case of Defects

10.1 The lessor is obliged to maintain the leased item in a condition suitable for its contractually agreed use for the duration of the lease period and to carry out the necessary maintenance and repair work. The corresponding measures are performed at regular maintenance intervals as well as upon the occurrence of defects, malfunctions, or damage. The lessor must be granted the necessary access to the leased item for this purpose.

10.2 The lessee must immediately notify the lessor of any defects, malfunctions, or damage that occur.

10.3 The rectification of defects is carried out by way of cost-free remedial work or repair of the leased item. For this purpose, the lessor must be granted a reasonable period of time. With the lessee's consent, the lessor may replace the leased item or individual components thereof for the purpose of defect rectification. The lessee shall not unreasonably withhold its consent to this.

10.4 A termination of the lease by the lessee pursuant to § 543 para. 2 sentence 1 no. 1 BGB due to the non-provision of the contractually agreed use shall only be permissible if the lessor has been given sufficient opportunity to rectify the defect and such rectification has failed. Defect rectification shall only be deemed to have failed if it is impossible, if it is refused by the lessor or unreasonably delayed, if there are justified doubts regarding the prospects of success, or if the lessee is otherwise subject to unreasonable hardship.

10.5 The lessee's rights in case of defects shall be excluded insofar as the lessee makes or has made alterations to the leased item without the lessor's consent, unless the lessee demonstrates that the alterations have no unreasonable impact on the lessor's ability to analyse and rectify the defect. The lessee's rights in case of defects shall remain unaffected if the lessee was entitled to make alterations, particularly in the exercise of the right to self-rectification pursuant to § 536a para. 2 BGB, and such alterations were carried out professionally and documented in a traceable manner.

11) Liability

11.1 The Vermieter's strict liability under § 536a para. 1 BGB for defects existing at the time of contract conclusion is excluded.

11.2 In all other respects, the Vermieter shall be liable to the Lessee for all contractual, quasi-contractual, and statutory claims, including tortious claims, for damages and reimbursement of expenses as follows:

11.2.1 The Vermieter shall be liable without limitation for any legal ground in cases of

- intent or gross negligence,
- intentional or negligent injury to life, body, or health,
- a guarantee promise, unless otherwise agreed in this regard,
- mandatory liability, such as under the Product Liability Act.

11.2.2 If the Lessee acts as a consumer with a registered office in Germany or as an entrepreneur, the following liability limitations shall apply:

If the Vermieter negligently breaches a material contractual obligation, its liability shall be limited to the contract-typical, foreseeable damage, unless it is liable without limitation pursuant to the preceding clause. Material contractual obligations are obligations that the contract imposes on the Vermieter in accordance with its content to achieve the purpose of the contract, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Lessee may regularly rely. In all other respects, the Vermieter's liability shall be excluded, unless it is liable without limitation pursuant to the preceding clause.

11.2.3 The foregoing liability provisions shall also apply with respect to the liability of the Vermieter for its agents and legal representatives.

12) Term of the Agreement, Termination of the Lease

12.1 The lease is concluded for the rental period selected during the ordering process and ends automatically upon expiry of this period without the need for termination. An extension is only possible by separate agreement. Ordinary termination during the fixed term is excluded; extraordinary termination for good cause (Clause 12.3) remains unaffected.

12.2 The lease commences upon handover of the leased item to the lessee.

12.3 The lessee's right to extraordinary termination pursuant to § 543 para. 2 sentence 1 no. 1 BGB due to non-provision of the agreed use, as well as the right of either party to extraordinary termination for good cause, shall remain unaffected.

12.4 Terminations may be made in writing, in text form (e.g. by email), or in electronic form via the termination facility (termination button) provided by the lessor on its website.

13) Return of the Rental Item

13.1 Upon termination of the contractual relationship, the Lessee shall return the rental item to the Lessor in proper condition.

13.2 The Lessee shall bear the costs for restoring the rental item in the event of damage or defects attributable to the Lessee.

13.3 If the Lessee is obligated under the contract to return the rental item, the costs of the return shipment are included in the rental fee only if the Lessee selected the "Return shipment by courier" option during the ordering process. If the Lessee did not select this option, the Lessee shall organise and bear the costs of the insured return shipment of the rental item.

13.4 In the event of exceeding the agreed rental period, the Lessee shall be obligated to pay the Lessor an amount corresponding to the agreed rental fee for each day of excess. The Lessor expressly reserves the right to assert further damages.

14) Applicable Law

All legal relationships between the parties shall be governed by the law of the Federal Republic of Germany. In the case of consumers, this choice of law shall apply only to the extent that the protection afforded by mandatory provisions of the law of the state in which the consumer has their habitual residence is not thereby withdrawn.

15) Jurisdiction

If the lessee acts as a merchant, legal entity under public law, or public-law special fund with its registered office within the sovereign territory of the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising from this agreement shall be the business premises of the lessor. If the lessee has its registered office outside the sovereign territory of the Federal Republic of Germany, the business premises of the lessor shall be the exclusive place of jurisdiction for all disputes arising from this agreement, provided that the agreement or claims under the agreement can be attributed to the lessee's professional or commercial activity. In the aforementioned cases, however, the lessor shall in any event be entitled to bring proceedings before the court at the lessee's registered office.

16) Alternative Dispute Resolution

The Lessor is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration body.

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