

General trading conditions for the Leasing business of PComplett

1. CONTRACTUAL ITEM

The letting takes place only on the following conditions. At the latest with the delivery of the equipment at the place of employment following conditions are considered as recognized. Contractual items are in detail the equipment specified in the renting delivery note.

2. TIME SPAN OF LEASE

The time span of leasing is charged by days/weeks. Begun days count fully. The lease begins with the arrival of the equipment at the place of use; it ends with the arrival of the equipment with PComplett, hereafter called the leasing company; this includes the handover at collection. If the return of the equipment is delayed with no fault to the leasing company, the time over the top of the originally planned time of lease is subsequently charged accordingly. The minimum lease time amounts to one day.

3. DISPATCH, RISK

Any dispatch always takes place at charge and risk of the leaseholder, from the depot of the leasing company and/or stock of the leasing companies pre-supplier. If the dispatch becomes impossible without fault of the leasing company, the risk is being carried over to the leaseholder at notification of readiness for dispatch. The risk for returned goods is likewise with the leaseholder up to the arrival at the leasing company. Only at blatant negligence by the choice of the freighter does the leasing company hold responsible. The choice of the mode of shipment is open to the leasing company, unless an explicit instruction of the leaseholder is given. The leasing company can conclude a transport insurance at own discretion to be paid by the leaseholder. An obligation for this exists only at written instruction by the leaseholder.

4. EQUIPMENT INSURANCE

In order to protect against the consequences from damage and loss, an appropriate indemnity insurance is to be concluded by the leaseholder. An insurance is not included in the rental charge, unless this is noted explicitly. The leasing company offers an insurance in the context of an electronics basic agreement insurance contract.

5. USE OF THE RENTED EQUIPMENT

The rented equipment is property of the leasing company. The leaseholder is to use it in the most careful manner, and to follow all obligations that are connected with the possession, use and receipt of the recommendation for use distributed by the leasing company.

Today's generation of plasma screens is sensitive to standing pictures; there is a great danger of pictures "burning in". A burnt in picture will be classed as a total damage. Plasma screens are always to be stored/transported upright, tilting and laying down can result to damage! Wallmounting has always to be carried out stable, as the plasma screens can weigh up to 70 kg.

6. WARRANTY

The leasing company is liable for the functional state of the equipment at the time of the transition of risk under exception of further claims as follows: should the device be faulty to a point of disfunctionality or impairs it to such a point to equal disfunctionality at the point of transition of risk, the leaseholder can choose to repair the fault, exchange the faulty device or to withdraw from the lease contract. For the time of the disfunction of the device the lease price lessens accordingly. For damage that occur to the leaseholder during the use of the equipment the leasing company is liable only if these originate in a fault present at transition of risk. Liability extends to the cost of repair up to the level of lease cost claim by the leasing company, an eventual claim is to be offset against those. Further claims on top of this, especially for compensation, are excluded.

7. LIABILITY OF THE LEASEHOLDER

The leaseholder holds responsible for all damage that result from the unconditional use of the equipment. The reimbursement of an accidental damage or accidental loss is carried by the leaseholder. In case of a total damage the leaseholder has to refund the original value. All damage will be carried by the leaseholder,

notwithstanding whether he has to answer for the damages or not. This includes damages caused by inappropriate assembly, independently of it, via whom the assembly was executed. In case of damage PComplett is authorized to use if available the credit card data to book off the reimbursement. Alternatively cash payment is acceptable.

8. PRICES, PAYMENT

Standard are on principle the prices set in the last specific offer by the leasing company, unless otherwise agreed on. The respective value added tax will be charged on top of the agreed price. The prices apply from depot, expenditures for freight, packing, insurance etc. as well as installation are not inclusive and will be charged separate. At agreement to freight-free delivery any delivery-fees from delivery address are to be carried by the leaseholder. The receipt of cheques is always classed as intentional payment. Bills of exchange are not accepted. Leasing charges are payable immediately with no deductions.

9. CANCELLATION

At cancellation of a lease-agreement up to 10 days before the first set delivery date no costs will arise for the leaseholder. At later date the cancellation fee will amount to:
25% up to two days and
100 % at less than 48 hours before the set delivery date.

10. SECURITY PAYMENTS

PComplett has got the right to demand advance payment, bail or a bank guarantee up to the total cost of the value of the equipment to be leased. The leaseholder is obliged to hold the vested title of PComplett in the lease subject, this applies in particular for the re-leasing of the equipment to a third party.

11. DELIVERY

The agreement to a set delivery date is subject to in time delivery opportunity. Should the observance of the delivery date become impossible for justifiable reasons to the leasing company, and a postponement is evidentially not acceptable the leaseholder can retreat from the contract. Validation of claim for regress is out of the question. Unforeseen events justifiable to the leasing company or its suppliers, i.e. strike, accidental damage, operational disturbances etc. enable the leasing company to step back from the agreement or postpone the delivery date for the length of the disturbance in exclusion of damage claims by the leaseholder.

At delivery through the leasing company the risk goes over to the leaseholder at delivery.

12. RETURN OF THE LEASED EQUIPMENT

At the end of the Lease the leaseholder must return the leased equipment at his cost and risk to the leasing company immediately. This will take place through dispatch or agreed on collection. The collection takes place through an employee of the leasing company under submission of a recovery note. With signing of the recovery note by an employee of PComplett the risk will again be transferred to the leasing company.

13. DELAYED RETURN

At delayed return the leaseholder has to compensate any disadvantage. Is the leased equipment returned in an incorrect condition, the leaseholder will have to pay the full lease price for the time of repair without prejudice of further claims.

14. FINAL CLAUSES

Place of fulfilment for delivery, payment and guarantee is Hannover. Place of jurisdiction is, as far as legally permitted, Hannover. German law is applicable. As far as one definition of the general trading conditions is inadmissible, this efficacy will not affect the other agreements. The inadmissible definition is, with consideration of its economic content to that extend, to be substituted by a permissible one. Changes in models, prices and delivery opportunity are reserved. All prices are additional legal value added tax.