



NUNTIO Audio-Video Solutions GmbH
Josef Madersperger Straße 5
2362 Biedermannsdorf
T + 43 1 68 98 177
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E office@nuntio.at
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Lease Terms and Conditions

1.

By entering into a lease agreement with NUNTIO Audio-Video Solutions GmbH (hereafter referred to as NUNTIO), whether exclusively for the lease of movable property or in combination with other services of any kind from NUNTIO, the customer shall be subject to the "Lease Terms and Conditions" (hereafter referred to as "Lease T&Cs"), in addition to the Terms and Conditions (T&Cs) of NUNTIO that are otherwise applicable to those points that are not governed in more specific detail by these Lease T&Cs. Conflicting T&Cs of the customer shall not be recognised by NUNTIO unless expressly agreed otherwise.

2.

NUNTIO shall retain the title to and power of disposal over all movable property subject to an agreement and these shall be surrendered to the customer for the duration of the lease subject for a fee, in accordance with the provisions of the agreement or until the agreement is prematurely terminated. Movable property for the purposes of these terms and conditions includes any intangible items (in particular software or similar items) and the leasing/licensing for these items shall also be subject to this agreement.

3.

The customer must be satisfied that the movable property (together with accessories) has the proper features as per the agreement upon handover. A proper handover shall be deemed to have been confirmed so long as no notification of defects is made during the handover. The minimum term of the lease shall be 24 hours unless there is an express written deviation from this agreement.

NUNTIO reserves the right to replace any movable property provided for by the contract with different movable property of equal value. No guarantee and/or warranty of any kind is provided in relation to particular movable property upon ordering. A category of items is all that is owed under the agreement in all cases.

The customer shall be under an obligation to handle the movable property leased to it carefully and in a professional manner, otherwise it shall be liable for compensation and/or premature termination of the agreement (as per section 5). The customer must also ensure proper transport, storage, assembly and installation, as well as proper operation and dismantle of the movable property. With the handover of the movable property, the customer confirms that it is familiar with the process for handling the devices surrendered, and will only permit individuals also familiar with the devices to handle these movables under its responsibility and instruction and at its risk.

There is an option for training on the movable property provided by NUNTIO. This training is not part of the lease agreement and will be agreed to and charged separately.



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4.

The customer must ensure and is solely responsible for the fact that all official requirements associated with operation of the devices are met. This also includes the registrations and/or the requirements/fees associated with the AKM (Austrian Society of Authors, Composers, and Music Publishers) and/or GIS (Gebühren Info Service GmbH) or similar body. The customer shall not be released from obligation in relation to NUNTIO in the event of an official prohibition on overall or partial use of leased items, unless the movable property leased is damaged based on gross negligence on the part of NUNTIO in such a way that the prohibition has arisen as a result of this. In all other cases, the customer shall be under an obligation to pay the rental amount due (together with all further costs under the agreement and applicable T&Cs).

The customer shall be liable to third parties for all damage and consequential damage to individuals (e.g. hearing damage, etc.) and will indemnify NUNTIO and hold it harmless in full. This also applies to any claims asserted based on the Austrian Product Liability Act (öPHG). The customer shall be responsible for implementing appropriate precautions and for taking out corresponding insurance.

5.

NUNTIO shall be entitled to terminate the agreement prematurely if the prerequisites under section 1118 of the Austrian Civil Code (ABGB) case 1 and case 2 are met, irrespective of any culpability on the part of the customer. The termination shall be effective without prior notice and NUNTIO shall be entitled to demand a return of the movable property leased and/or to bring an action for return of the property before the courts. In the event of default of payment, the customer hereby authorises NUNTIO for the purposes of enforcing the right of return to enter all business premises, private areas and/or storage areas/spaces that are at least co-owned by the customer and are associated with the movable property leased and to take possession of all leased movable property prior to a legally enforceable decision by the courts. In the event of a premature termination by NUNTIO, the rental charge payable for the remaining term of the lease originally agreed by contract shall still be due as of the termination date as a contractual penalty. The customer shall not seek any judicial amendment to the contractual penalty, and payment of the contractual penalty shall not preclude the assertion of other contractual penalties agreed by contract in the other T&Cs, nor will this settle any further claims for compensation.

Forwarding to third parties of the leased movable property in any manner whatsoever is explicitly agreed to constitute detrimental use for the purposes of the quoted Act. The customer shall in no way be entitled to surrender the movable property leased to it to third parties (for a fee or free of charge), including if this is merely for the duration of the term of the lease agreed by contract.



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6.

Unless otherwise agreed, the customer must at its own expense return the movable property leased to it to NUNTIO's registered office at the end of the term of the lease (obligation for the customer to settle the debt at the lessor's place of business). The customer shall be under an obligation to return the leased movable property in full, in sound condition and on time.

In the event of a delay in returning the property, an amount shall be due under the title of a daily usage fee, which will amount to the entire invoice amount (all movable property leased, irrespective of whether a part has already been returned or not) divided by the days of the term of the lease under the agreement, plus a 100% delay surcharge for each day that the return of the property is delayed until it is duly returned. The interest on default as agreed contractually in the T&Cs shall also be payable.

Furthermore, the customer shall also be under an obligation to pay all costs and expenses associated with a delayed handover or handover that is not performed in accordance with the agreement.

The customer acknowledges that in the event of default, NUNTIO shall be entitled to implement those steps that result in the moveable property leased either being made available to NUNTIO as soon as possible (express shipment if necessary), or in a replacement being procured as quickly as possible for the movable property (irrespective of the residual value of the movable property originally leased) and undertakes to assume the costs associated with this.

In the event of default, the customer shall therefore waive the defence of the duty to mitigate damages or the defence of a deduction for "new for old" in relation to the contractual penalty agreed in section 5, as well as the usage fee governed here up to the amount of 5x the total invoice amount (total amount owed under the agreement) and will also not seek a judicial amendment to the amount.