

General Terms & Conditions

of the NicLen + Publitec UK Limited - including Rental Conditions, Sales
Conditions and Conditions for Transport and Warehousing Services

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How to reach us

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General Terms and Conditions NicLen + Publitec UK Limited

Definitions and Interpretation

In these Terms and Conditions of Hire („Terms“), the following definitions apply:

„**Additional Services**“ means services provided by NicLen supplementary to the hire of Hired Items, including delivery, assembly, technical support and specialist staff other than those originally agreed in the Order Confirmation.

„**Business Day**“ means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

„**Contract**“ means the contract between NicLen and the Customer formed in accordance with Section 2.3 of these Terms.

„**Customer**“ means the company or other legal entity entering into a hire agreement with NicLen.

„**Hired Items**“ means the equipment, goods and any associated items made available by NicLen under these Terms as referenced in the agreed quotation and Order Confirmation.

„**Hire Period**“ means the period commencing on the agreed collection or delivery date and ending on the agreed return date.

„**NicLen**“ means NicLen, a company registered in England and Wales with company number 16784068, trading as NicLen, with its principal place of business in High Wycombe.

„**Order Confirmation**“ means NicLen’s written acceptance of the Customer’s order for Hired Items.

„**Rental Price**“ means the agreed charge for the Hired Items for the Hire Period.

„**Writing**“ or „**Written**“ includes email and fax unless otherwise stated.

References to statutes include any statutory modification or re-enactment. Any reference to one gender includes all genders. The singular includes the plural and vice versa. All references to times are to times in London (GMT or BST) as applicable at the time in question.

§1 Scope

1. These General Terms and Conditions (hereinafter referred to as the “Terms”) form the basis of and are an integral part of all contractual relationships between NicLen + Publitec UK Limited (hereinafter referred to as “NicLen”) and its contractual partners (hereinafter referred to as “Customer”), which relate to the hire or sale of equipment and Additional Services provided by NicLen.
2. The following terms and conditions apply exclusively. Any general terms and conditions of the Customer that deviate from these terms and conditions shall not apply.
3. Procurement regulations of public institutions may form part of the contract following prior consultation and express written consent.

§2 Offer and conclusion of contract

1. NicLen’s services are aimed exclusively at businesses, entrepreneurs and public institutions. The conclusion of a contract with individual consumers is expressly excluded. The Customer must provide appropriate evidence, if requested by NicLen.
2. NicLen’s offers or quotations are generally subject to change and non-binding. The accuracy of the offer is confirmed by the Customer placing the order. All offers or quotations issued by NicLen are invitations to treat and are not binding offers. Both the placing of an order by the Customer and the confirmation of the order by NicLen must be in writing to be legally valid.
3. The Customer’s placing of the order constitutes a binding offer by the Customer to hire the Hired Items on these Terms. The Customer will ensure that each order is accurate and complete and that the Hired Items is suitable for the Customer’s requirements. NicLen may accept this offer in writing within 10 Business Days of receiving the order, or, in the case of a rental, up to 7 Business Days before the desired start date. NicLen must receive the Customer’s written order no later than 14 Business Days after the date of the quotation. NicLen may accept or decline any order at its discretion. A binding contract is only formed upon NicLen’s written acceptance of the Customer’s order in the form of an

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Order Confirmation, or upon NicLen's commencement of performance, whichever is earlier.

4. The Customer is obliged to provide NicLen, without being asked, with all information necessary for the performance of the contract, ensuring that it is accurate, complete and provided in a timely manner. If information is not provided in good time, NicLen shall be entitled to suspend performance of the contract and/or to charge the Customer for any additional costs incurred as a result of the extra work or delay, at either the actual cost or the market rate.

NicLen shall not be liable for any direct or indirect damage to the Customer resulting from incorrect and/or incomplete information provided by the Customer.

5. Any verbal or written advice provided by NicLen in connection with the preparation of a quotation is given to the best of its knowledge, is provided on an information only basis and only to the extent necessary for the preparation of the quotation. This advice is provided without any liability and does not replace the services of qualified professionals which the Customer should obtain.

§3 Place of performance, time of performance, transport

1. The place of performance is the registered office of NicLen + Publitec UK Limited. The Customer undertakes to collect the equipment from the place of performance. In the case of a hire agreement, the Customer is obliged to return the hired item to the same location at the end of the agreed hire period. Delivery will occur and the Hire Period begins on the day agreed for collection of the Hired Items or equipment from NicLen + Publitec UK Limited's registered office (or delivery to the Customer's address) (the "Start Date") and ends on the day agreed for return of the Hired Items to NicLen + Publitec UK Limited's registered office (or collection by NicLen) (the "End Date") unless terminated earlier in accordance with these Terms. Time of delivery of the equipment (Hired Items or sold items) by NicLen will not be of the essence.

2. The Customer is obliged to accept the equipment at the time they are made available to the Customer in accordance with the contract. If the Customer is in default of acceptance or fails to fulfil other obligations to cooperate, they may be charged for any additional costs incurred as a result.

3. If NicLen dispatches the Hired Items or equipment at the Customer's request, this is done at the Customer's expense and risk.

4. For all deliveries, the risk of loss, theft, damage or destruction passes to the Customer upon delivery or handover to the forwarding agent, the carrier or any other person designated to carry out the shipment, and will return to NicLen on loading of the Hired Items onto the collection vehicle is complete.

5. Where the goods are classified as dangerous goods as defined by the current version of the ADR (The European Agreement concerning the International Carriage of Dangerous Goods by Road (as updated from time to time), the Customer will receive a list of the items relevant for ADR as an annex to the order.

6. The Customer is obliged to take full account of the information contained in this list when planning, organising and carrying out the transport, and to comply with all relevant statutory requirements and official regulations, in particular the applicable ADR regulations.

7. The Customer warrants that the vehicles, equipment and personnel used to carry out the transport comply with the applicable legal and regulatory requirements for the transport of dangerous goods. In particular, the Customer must ensure that the drivers employed hold a valid ADR training certificate and possess all other necessary qualifications and training.

8. The Customer bears sole responsibility for the proper execution of the transport and shall indemnify NicLen against all claims by third parties, damages, fines, costs and other expenses arising from any breach of the relevant dangerous goods regulations by the Customer, its staff or third parties engaged by it.

9. Days of collection, delivery, return and collection shall each count as a full day of the Hire Period, even where such days are only partially used by the Customer.

10. If the Customer does not allow or procure NicLen access to its premises to provide the Hired Items, NicLen may charge the Customer additional costs incurred by NicLen as a result. If, despite NicLen's reasonable efforts, the Customer is not contactable or access to the Customer's premises cannot be re-arranged within a reasonable period of time, NicLen may terminate the Contract.

11. When a Customer agrees with NicLen to collect or return Hired Items to NicLen, it shall be the Customer's responsibility to prepare its vehicle so that the collection/return can be completed without damage being caused to the Hired Items, vehicle or staff and the Customer shall hold NicLen harmless in the event of contravention of this.

§4 Prices

1. The Rental Price shall be as set out in the agreed quotation or Order Confirmation. In the absence of a specific agreement, Section 4(2) below shall apply.

2. Unless otherwise agreed in individual cases, the prices current at the time the contract is concluded shall apply, ex warehouse, plus the statutory value added tax applicable at the time of performance.

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3. The prices stated in the relevant quotation/order apply exclusively to that specific contract and are determined on a case-by-case basis. The Customer is not entitled to the same terms and conditions for future contracts.
4. Additional Services, in particular transport and support provided by specialist staff, are subject to a charge in accordance with a separate agreement. The right to cancel or terminate as set out in Section 7 shall apply equally to remuneration for Additional Services, to the extent the Customer cannot demonstrate that NicLen has suffered no loss or lesser loss.

§5 Payment

1. Unless different payment terms have been validly agreed in the contract, the full payment is due without any deductions or discounts no later than the agreed start date of the contract (payment in advance). NicLen is only obliged to supply the equipment or Hired Items and provide the services upon receipt of full payment. The time of payment of the Rental Price shall be of the essence. The date of payment is determined not by when the money is remitted (credited) into NicLen's bank account, but by when it is received.
2. The Customer's rights of set-off and retention are excluded unless the Customer's counter-claims have been legally established or are undisputed and arise from the same contract.
3. During the period of default, interest shall be payable on the remuneration and all other claims arising from the contractual relationship interest at a rate of 8% per annum above the Bank of England base rate, accruing daily. Furthermore, a fixed compensation charge will be applied to the late invoice, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until actual payment, along with any reasonable costs incurred in debt recovery. This shall not affect NicLen's right to claim further damages for delay or claim statutory compensation and reasonable debt recovery costs (including legal costs) under that Act. In such case, NicLen reserves the right to suspend or refuse further services to the Customer.
4. If, after the contract has been concluded, there are indications that the Customer may become insolvent, NicLen shall be entitled to make any outstanding deliveries only upon receipt of payment in advance or the provision of security. If the advance payment or security deposit is not provided even after a reasonable grace period has expired, NicLen may withdraw from some or all of the contracts concerned, either in whole or in part.
5. NicLen reserves the right at any time, by giving notice to the Customer, to review and change the payment terms if the Customer does not pay to terms; this shall be without prejudice to NicLen's other rights for late payment or breach of contractual terms.
6. If the rate of VAT changes between the Contract Start Date and the date NicLen supplies the Hired Items, NicLen will adjust the rate of VAT that the Customer pays, unless the Customer has already paid for the Hired Items in full before the change in the rate of VAT takes effect.

§6 Warranty, liability and compensation

1. The Customer acknowledges that the Hired Items remain at all times the property of NicLen. The Customer has no right, title or interest in the Hired Items except that it is hired to the Customer in accordance with the terms of the Contract.
2. The Customer is liable for any damage, loss or similar harm up to the replacement value of the equipment or Hired Items. This also applies to used, faulty or lost lighting equipment or other parts, including small parts and accessories.
3. The Customer is obliged to check the equipment or Hired Items immediately upon delivery to ensure they are complete and free from defects, and to notify NicLen of any defects without delay. If the Customer fails to inspect the equipment or Hired Items and/or report any defects, the condition of the equipment or Hired Items supplied shall be deemed to have been accepted and free from defects, unless the defect was not apparent upon inspection.
4. If a defect becomes apparent at a later date, notice must be given immediately upon discovery of the defect. Otherwise, the condition of the equipment or Hired Items supplied shall be deemed to have been accepted / free from defects, notwithstanding this defect. If the Customer fails to give notice, they shall not be entitled – without prejudice to any further claims by NicLen – to assert warranty claims, claims for damages arising from non-performance, or claims for unjust enrichment, nor shall they be entitled to terminate the contract. The Customer may only terminate the contract on account of a defect in a single item where that item forms part of a group hired as a functional unit and the defect materially impairs the use of the group as a whole. The Customer may not terminate the Contract if it uses the Hired Items despite reporting a defect with them.
5. The Customer bears the burden of proof for all the conditions required for a claim, in particular for the defect itself, the date on which the defect was discovered, and the timeliness of the notice of defect.
6. If the equipment or Hired Items are found to have an initial defect, NicLen shall be entitled, at its discretion, to rectify the defect, replace the equipment or Hired Items or repair them.
7. All claims for damages are excluded, in particular claims for damages arising from the impossibility of performance, from non-performance due to a positive breach of contract, and from tort. This disclaimer also applies to

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any form of consequential loss, loss of profit or other financial loss.

NicLen shall only be liable in cases of wilful misconduct or gross negligence, as well as in the event of a culpable injury to life, limb or health, in accordance with statutory provisions. However, in cases of gross negligence, NicLen's total liability to the Customer under or in connection with these Terms (whether in contract, tort, breach of statutory duty or otherwise) shall not exceed the total Rental Price paid by the Customer under the relevant contract. Where NicLen's liability is excluded, this also applies to the personal liability of NicLen's employees. NicLen shall not be liable to the Customer for any indirect or consequential loss, loss of profit, loss of revenue, loss of data, loss of business or goodwill, loss of opportunity, loss of operation, loss of anticipated saving or loss of margin (in each case whether direct or indirect), liability of the other party to third parties (whether direct or indirect), arising out of or in connection with these Terms, whether in contract, tort, misrepresentation, under statute or otherwise, howsoever caused including by negligence and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of that party's obligations under these Terms and/or any defect in or breakdown of the Hired Items or the Hired Items' unsuitability for the Customer's intended purpose, even if advised of the possibility of such losses. NicLen shall have no liability to the Customer for damage to the Customer's property. These Terms set out the full extent of NicLen's obligations and liabilities in respect of the Hired Items including the hire of Hired Items. There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Customer except as specifically stated in these Terms. Any condition, warranty or other term concerning the Hired Items which might otherwise be implied into or incorporated within these Terms, whether by statute, common law or otherwise, is expressly excluded.

8. The Customer undertakes to take appropriate measures to prevent and minimise damage.

9. The Customer undertakes to include the above provisions in contracts with third parties for the benefit of NicLen. If the Customer fails to fulfil this obligation, they must indemnify NicLen against any claims for damages made by third parties, provided that NicLen is not liable to third parties due to gross negligence or wilful misconduct.

10. NicLen shall not be liable to the Customer for any loss or damage suffered by the Customer as a direct or indirect consequence of unforeseeable, unavoidable circumstances or events beyond NicLen's control and for which NicLen is not responsible, such as natural disasters, war, civil unrest, strikes or similar events. NicLen's obligations under this contract shall be suspended for as long as the disruption continues. If the disruption lasts for more than six months or if it is not clear how long it will last, both parties are entitled to terminate the contract.

11. This Section shall survive termination of the contract.

57 Termination of the contract

1. Notwithstanding the cancellation terms set out separately at Section 13, the contract may only be terminated by either party for material breach by the other party, provided that (where the breach is capable of remedy) the terminating party has first given Written notice specifying the breach and allowed 14 Business Days for it to be remedied but fails to remedy that material breach..

2. NicLen is entitled to terminate the contract with immediate effect if:

- a. there is a significant deterioration in the Customer's financial circumstances, in particular if enforcement proceedings are brought against the Customer or if insolvency proceedings or out-of-court composition proceedings are commenced in respect of the Customer's assets;
- b. the Hired Item(s) are lost, stolen, seized, confiscated or in NicLen's reasonable opinion or the opinion of its insurer(s), damaged beyond repair;
- c. the Customer does not, within a reasonable time, allow NicLen to deliver or collect the Hired Item(s) to the Customer or the Customer does not collect them from NicLen;
- d. the Customer otherwise breaks any of these Terms.

3. Where the parties have agreed to payment by instalments, NicLen may terminate the entire contract with immediate effect if the Customer is in default of payment of the fee, or a significant portion thereof, for two consecutive payment dates, or if, where regular instalment payments have been agreed, the Customer is in default with the payment of an amount equivalent to two instalments.

4. If the contract covers several items, the contract as a whole may only be terminated on the grounds of a defect in a single item if the items are regarded as forming a single unit and the defect significantly impairs the functional performance of the items as a whole, as stipulated in the contract. If the Customer is partly to blame for the disruption, this precludes the right to terminate the contract.

5. Termination shall be without prejudice to the rights and remedies of either party which may have accrued up to the date on which the Contract expires or is cancelled for whatever reason.

6. Upon the termination or expiry of the Contract, howsoever caused, without prejudice to any other rights or remedies of NicLen:

- a. NicLen shall be entitled to invoice all additional charges incurred which have not yet been invoiced;
- b. the Customer shall pay on demand all additional charges which are due but are unpaid at the date of demand, together with any interest accrued; and

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c. the Customer shall pay on demand all costs and expenses incurred by NicLen in recovering the Hired Items and/or in collecting any sum due under the Contract (including any storage, transport, insurance, repair and legal costs).

§8 Third-party rights

1. The Customer must ensure that the equipment or Hired Items are free from all encumbrances, claims, liens and other third-party rights. The Customer is obliged to notify NicLen immediately, providing all necessary documents, if the items are nevertheless seized or otherwise claimed by third parties. The Customer shall bear the costs (including, in particular, legal costs) necessary to defend against such infringements by third parties.
2. Where the Hired Items are used at events attended by third parties (including artists, performers, members of the public or audience), the Customer shall, to the extent reasonably practicable and without unreasonable commercial burden, endeavour to include a liability exclusion in favour of NicLen in any relevant contracts with such third parties.
3. Where the Customer fails to include such a provision and NicLen suffers loss as a result of a claim by a third party arising from the Customer's negligence or breach, the Customer shall indemnify NicLen against such loss, provided NicLen has not itself acted negligently or in bad faith.

§9 General final provisions

1. These terms and conditions and all legal relationships between NicLen and the Customer are governed by the laws of England and Wales. English is the language used in negotiations and contracts.
2. The place of performance and the irrevocable place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is England.
3. Should any provision in these terms and conditions be or become invalid, or have not been validly incorporated into the contract, this shall not affect the validity of any other provisions or agreements. The parties undertake to agree, in the alternative, on a permissible provision that most closely reflects the documented intentions of the parties.
4. No verbal agreements have been made. Any amendments to these provisions must be made in writing to be valid. The requirement for written form is also met by fax or email.
5. All technical specifications are subject to change without notice. We reserve the right to make changes to models, prices and delivery options.
6. Neither party shall be in breach of these Terms or otherwise liable for any failure or delay in performance arising from circumstances beyond its reasonable control, including but not limited to acts of God, pandemic, civil unrest, strikes, government action, fire, flood or extreme weather events (a „Force Majeure Event“). The affected party must give prompt Written notice to the other party of the Force Majeure Event and take reasonable steps to mitigate its effects. If a Force Majeure Event continues for more than 30 Business Days, either party may terminate the contract on Written notice without liability, save that amounts already paid shall be refunded less any reasonable costs already incurred.
7. Both parties agree to comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. NicLen will process any personal data of the Customer's representatives solely for the purposes of administering the hire contract and in accordance with its Privacy Notice, available on request.
8. If NicLen fails to insist that the Customer performs any of its obligations under a Contract or if NicLen does not enforce its rights against the Customer, or if NicLen delays doing so, that shall not mean that NicLen has agreed not to enforce its rights against the Customer and will not mean that the Customer does not have to comply with those obligations. If NicLen does waive a default by the Customer, NicLen will only do so in writing, and that will not mean that NicLen will automatically waive any later default by the Customer.
9. No right of licence is granted to the Customer in respect of any intellectual and industrial property rights whether registered or unregistered (including know how and rights to prevent passing off) in the United Kingdom and all other countries in the world and together with all applications, renewals and extensions of the same of NicLen, except the right to use the Hired Items in the Customer's ordinary course of business for the purpose for which they were supplied.

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In the case of rental or loan, the rental terms set out in this section apply in addition to the general terms and conditions above.

§10 The Customer's obligations in respect of rental

1. The Hired Items must be treated with care. The Customer is obliged to maintain the Hired Items at their own expense. NicLen is entitled, but not obliged, to carry out maintenance on the rented property during the Hire Period.
2. The Hired Items may only be installed, operated and dismantled in accordance with the technical specifications and exclusively by qualified personnel. The Customer must ensure ongoing compliance with all applicable safety guidelines. In addition, the Customer undertakes to comply with the legal provisions in force in the country of use when using and storing the Hired Items. The Customer must at all times comply with:
 - a. The Provision and Use of Work Equipment Regulations 1998;
 - b. The Lifting Operations and Lifting Equipment Regulations 1998;
 - c. The Electricity at Work Regulations 1989;
 - d. All other applicable health and safety legislation and industry standards.
3. The Customer must ensure an uninterrupted power supply for the use of the Hired Items. The Customer shall be liable for any breakdowns or damage to the Hired Items resulting from power cuts, interruptions or fluctuations. This applies regardless of whether the Customer is at fault.
4. Any breach of the provisions of this Section shall be deemed a breach of contract and shall entitle NicLen to terminate the entire contract with immediate effect, without the need for prior notice.
5. Where NicLen has recommended that specialist staff be engaged to operate particular equipment and the Customer declines, NicLen's liability for malfunction or damage caused by improper use shall be excluded.
6. The Customer is responsible for obtaining any permits, licences or consents required by law in connection with the planned use of the Hired Items, at the Customer's own expense. NicLen gives no warranty that any licence or permit will be granted nor does it give any warranty in respect of their suitability for their planned use or their compliance with permits, licences or consents required by law in connection with the planned use of the Hired Items.
7. The Customer:
 - a. shall not sell, licence or create any security interest or type of preferential arrangement on or over the Hired Items;
 - b. shall not make any alteration to the Hired Items (including defacing or covering up any name plate or mark);
 - c. shall not attach the Hired Items to any land or building so as to cause the Hired Items to become a permanent or immovable fixture on such land or building;
 - d. shall not part with control of the Hired Items;
 - e. shall not do or permit to be done anything which could invalidate NicLen's insurance;
 - f. shall be responsible for the security of the Hired Items whilst in the Customer's possession;
 - g. shall take all appropriate measures to secure the Hired Items at the Customer's premises, including when not in use.

§11 Period of performance and transfer for use

1. In the case of a rental agreement, the Hire Period begins on the agreed date of collection of the Hired Items from the NicLen warehouse (start of rental, i.e. Start Date) and ends on the agreed date of return of the Hired Items to the NicLen warehouse (end of rental, i.e. End Date). Even in the case of transport by NicLen, the date of dispatch from the warehouse or return to the warehouse is decisive for the start and end of the Hire Period. The Hire Period also includes the days on which the Hired Items are collected or delivered by NicLen and returned or collected by NicLen (even partial days count as full rental days).
2. The collection must take place on the agreed start date of the Hire Period, during collection hours (Monday to Friday from 09:00 to 16:30) at the NicLen warehouse in High Wycombe.
3. NicLen undertakes to provide the rented property at the warehouse in High Wycombe in a condition suitable for its contractual use for the duration of the agreed Hire Period.

§12 Return of Hired Items

1. The item must be returned on the agreed rental End Date during the return times (Monday to Friday from 09:00 to 16:30) at the NicLen warehouse in High Wycombe.
2. The Customer is obliged to return the Hired Items in full, in a clean and faultless condition, and in an orderly manner. NicLen reserves the right to carry out a thorough inspection of the returned Hired Items upon receipt.
3. The agreed Hire Period must be strictly adhered to. If this is not possible, the Customer must notify NicLen of this immediately in writing. For each day by which the return deadline is exceeded, the Customer must pay the full agreed daily fee. This should be calculated, where applicable, on the basis of the total price (Rental Price) originally agreed. NicLen reserves the right to claim further damages.

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§13 Cancellation policy

1. The Customer has the right to cancel the Contract up to 3 days before the start of the Hire Period, i.e. the Start Date, without having to meet any further deadlines, subject to payment of a flat-rate commissioning fee. Notice of termination must be given in writing to be valid.

2. The cancellation fee is payable at the time of termination and is calculated as follows:

30 days or more before the Start Date	20% of the rent
29 - 10 days before the start of the Start Date	50% of the rent
9 - 3 days before the start of the Start Date	80% of the rent
2 days or fewer before the Start Date	100% of the rent

3. The date on which NicLen receives the written notice of cancellation shall be deemed the date of cancellation. The above terms and conditions also apply to Additional Services in accordance with Section 4(3), unless the Customer can prove that NicLen has not incurred any loss or that such loss is significantly less than the relevant flat-rate commissioning fee applicable to the remuneration.

4. In the event of a valid withdrawal or termination by NicLen, NicLen is entitled to claim damages amounting to the flat-rate commissioning fee.

§14 Warranty during the Hire Period

Any warranty claims of the Customer, in particular claims for damages without fault arising from non-performance and defects that occur during the Hire Period whilst the equipment is in the Customer's care, are excluded. Irrespective of this, the Customer must notify NicLen immediately if a defect arises or if measures are required to protect the equipment against unforeseen risks.

§15 Assets rented on a long-term basis

1. Where the originally agreed Hire Period for Hired Items exceeds two months, the provisions of this paragraph shall apply in addition. These obligations shall also apply from the date on which the Hire Period exceeds two months as a result of a subsequently agreed extension, or from the date on which the Customer retains possession of the rented item for more than two months for other reasons.

2. The Customer is obliged to carry out the legally required technical inspections and maintenance of the Hired Items independently and at their own expense. Upon request, NicLen will provide information regarding upcoming inspection and maintenance dates. If the Customer returns the r Hired Items without having carried out the work required, NicLen is entitled, without further notice or setting a deadline, to carry out the necessary work at the Customer's expense or to have it carried out by third parties.

3. If a defect arises in Hired Items let on a long-term basis, the burden of proof regarding all the conditions for a claim – in particular the defect itself, the time at which the defect was discovered, and the timeliness of the notice of defect – lies with the Customer. In particular, compliance with the measures set out in sections 10 and 15 of these terms and conditions must be demonstrated.

§16 Lighting equipment

1. The lighting equipment supplied by NicLen must be returned in full.

2. In the event of damage or loss, Section 6 applies accordingly.

3. The cost of lighting equipment purchased by the Customer during the Hire Period will not be refunded.

§17 Insurance of Hired Items

1. The Customer is obliged to take out and maintain proper and adequate insurance covering the general risks associated with the rented item (loss, theft, damage, third-party liability, etc.), to the full replacement value of the rented item. Proof of insurance must be provided to NicLen upon request.

§18 Customs and Temporary Import

1. Certain equipment may be supplied to the Customer under customs procedures administered by HM Revenue + Customs (HMRC). The Customer acknowledges that such equipment must remain traceable and must be returned within the permitted customs period.

2. The Customer must not sell, transfer, dispose of or retain temporarily imported equipment beyond the

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permitted customs period without NicLen's prior Written consent.

3. The Customer must not remove, alter or obscure any identifying labels or markings on temporarily imported equipment.

4. If temporarily imported equipment is lost, stolen, damaged beyond repair or not returned within the required customs period, the Customer shall be liable for the full replacement cost of the equipment, any customs duty and import VAT payable, and any penalties or charges imposed by HMRC. The Customer shall indemnify NicLen against all such losses.

5. The Customer must maintain accurate records of the location of all Hired Items throughout the Hire Period and must provide that information to NicLen immediately upon request, including the current location, the venue or site of use, and the person responsible for the equipment.

6. The Customer must not move the Hired Items to another site or country without NicLen's prior Written consent.

7. Where equipment has not been returned as required, NicLen may treat it as permanently imported, and the Customer shall immediately become liable for all import duties, import VAT, customs penalties and the full replacement value of the equipment. NicLen reserves the right to invoice the Customer for these amounts without delay.

8. Hired Items supplied under temporary admission or other customs procedures remain subject to customs supervision until the relevant procedure has been formally discharged. The Customer shall cooperate fully with any customs inspection, enquiry or audit, whether initiated by NicLen or HMRC, and shall provide all necessary documentation and assistance.

9. The Customer's liability under this Section is strict and applies regardless of cause, including accident, third-party acts, force majeure, or customs authority action. The Customer shall provide such information within 24 hours of request and shall not delay, obstruct, or condition cooperation in any way.

10. Any breach of this Section shall constitute a material breach entitling NicLen to terminate these Terms immediately. NicLen may require security to cover potential customs liabilities arising under this Section.

11. The obligations and liabilities in this Section shall survive termination or expiry of the Hire Period.

§19 Loss or theft of Hired Items

1. The Customer shall pay NicLen:

a. all costs and expenses in respect of rectifying any damage to the Hired Items (fair wear and tear excepted) which occur during the period in which the Hired Items were at the Customer's risk and for the cleaning the Hired Items following collection of the Hired Items, in each case to return the Hired Items to a condition fit for rehire. Such costs and expenses shall be confirmed to the Customer by NicLen, subject to supporting documentation; and

b. the cost of Hired Items which are beyond repair.

2. In the event that the Hired Items are lost or stolen during the Hire Period:

a. the Customer must immediately notify NicLen and the Customer's insurance provider;

b. the Customer must keep NicLen informed at all times in respect of the progress of its insurance claim;

c. the Customer must take into account all reasonable requests of NicLen in relation to the insurance claim;

d. the Customer must pay NicLen the full daily Rental Price (calculated by dividing the total Rental Price by the number of hire days) for each additional day until conclusion or settlement of the Customer's insurance claim in respect of the lost or stolen Hired Items;

e. the Customer must direct or pay any monies recovered from the Customer's insurance provider in respect of the lost or stolen Hired Items to NicLen without delay and in any event, no later than 5 Business Days after conclusion or settlement of the Customer's insurance claim.

3. In the event that the Customer fails to direct all money recovered from its insurance provider in respect of lost or stolen Hired Items in accordance with Section 19(2), the full daily Rental Price (calculated by dividing the total Rental Price by the number of hire days) for each additional day of possession from the date the Hired Items are lost or stolen until payment is made together with interest in accordance with Section 5(3). NicLen reserves the right to claim further damages.

Terms of Sale NicLen + Publitec UK Limited

When purchasing new and second-hand equipment, the terms of sale set out in this section apply in addition to the general terms and conditions.

§19 Inspection of equipment

The equipment must be inspected and a written complaint submitted in accordance with Section 6 (2) within 72 hours of purchase.

§20 Retention of title

The equipment remain the property of NicLen until the invoice has been paid in full, even if they are combined with or incorporated into other equipment, parts or equipment belonging to the Customer. Until ownership has passed, the Customer must store the delivered equipment separately and in such a way that they are clearly identifiable, and must insure them against damage and theft.

§21 Warranty in the event of purchase

1. The warranty period for new equipment is 12 months from the date of transfer of risk.
2. Second-hand equipment are sold in the condition they are in at the time of collection, and NicLen provides no warranty or guarantee in respect of them and excludes all liability whatsoever.
3. Any guarantees provided by the manufacturer to the Customer beyond the standard warranty do not give rise to any obligation on the part of NicLen. The Customer is obliged to ensure, at their own expense, that the conditions necessary for making a claim under the warranty are met. In particular, the Customer shall bear the costs of transport to and collection from the manufacturer, installation and dismantling, as well as the costs of a replacement unit where necessary, unless otherwise agreed with the manufacturer.
4. In the event of a valid complaint regarding a defect, NicLen may, at its discretion, remedy the defect by either supplying a replacement or carrying out repairs.
5. In the event of a warranty claim, the Customer bears the transport risk and the transport costs.

§22 Transport

1. NicLen may, at its discretion, offer a free transportation service for delivery and collection of equipment / Hired Items.
2. The free transportation service only applies where it is expressly stated on the quotation or Order Confirmation. All deliveries and collections under this free transportation service are made on an untimed basis and NicLen shall have no obligation to meet any specific delivery or collection time. The Customer may not specify or request a particular time. Time shall not be of the essence in respect of such deliveries or collections. Where a timed delivery or collection is required, standard transport charges will apply.
3. The Customer must ensure that the delivery address is safe and accessible, that appropriate personnel are available to receive or release the equipment / Hired Items, and that equipment / Hired Items are ready for collection within the stated time window.
4. If equipment / Hired Items are not ready for collection or if access is not possible, NicLen reserves the right to (i) abort the collection or delivery, and/or (b) reschedule at the Customer ,s cost, and/or (c) charge the Customer for any wasted journeys and/or reasonable additional transport costs incurred.
5. NicLen reserves the right to withdraw or amend the free transportation service at any time without prior notice in respect of existing and future orders at any time, on reasonable notice to the Customer.