

General Terms and Conditions (GTC)

of BildTon GmbH, Moosacher Str. 79, 80809 Munich, Germany



General Provisions These general terms and conditions of business, delivery, and payment exclusively apply to all rental agreements with BildTon GmbH. Deviating conditions are only valid if expressly agreed to in writing. Place of performance for deliveries and services is Munich.

For business clients, Munich is also the place of jurisdiction, as well as for clients without a general place of jurisdiction within the Federal Republic of Germany. German law applies.

Offer, Delivery, Payment Our offers are non-binding and without obligation. They become binding only upon our written order confirmation. If we are in delay, the customer is entitled to withdraw. In such a case, immediate withdrawal from the rental contract is possible; further claims are excluded.

The basis for invoicing are the rental and sales prices listed in our price lists. These prices are net prices and apply ex-warehouse Munich, plus packaging, transport, insurance costs, and statutory VAT.

Rental prices are due at the start of the rental period, sales prices upon delivery or collection. If a payment term is granted, the invoice amount must be made available to us within the agreed period. For extensive or long-term rental and purchase contracts, we issue interim invoices, payable immediately upon receipt. Rental contracts concluded with us are service contracts.

Goods delivered for purchase remain our property until full payment of the purchase price. Until then, resale to third parties is only permitted if no payment default exists and the claim from the resale is irrevocably assigned to us. Payment default occurs without reminder when a due invoice is not paid on time. In that case, we may declare all outstanding invoices due for immediate payment.

The customer must check completeness and external condition of the rented item at the place of delivery upon receipt. Later complaints about shortages or obvious defects cannot be accepted.

Receipts must be signed by the customer or their representative upon handover of the rental item. If not signed by the customer, they are responsible for ensuring the signer is authorized. Complaints regarding our deliveries or services must be made immediately and in writing. The burden of proof lies with the renter. Unilateral price reductions, offsets, or withholdings are not permitted.

Customer warranty claims are limited to the right of rectification or replacement by BildTon GmbH, where objectively feasible. A reasonable period must be allowed for this.

Rental Contract Terms Before concluding the contract, the renter must inform us precisely where and under what conditions our equipment will be used. This particularly applies to high-risk uses (e.g., aerial or underwater filming) and foreign use. Our approval of such uses requires supplementary insurance, possibly a security deposit or other conditions.

Use under uninsurable risks (disasters, riots, war, etc.) is not permitted.

Rental begins with equipment pickup from our warehouse and ends upon return there. If pickup is delayed, rental still begins at the agreed date. Same applies to early return: the agreed rental period remains binding. The day of handover and return count as full rental days. Unused equipment time does not reduce the rental fee.

The listed daily rental price applies per calendar day. Unauthorized extension of the rental period incurs a full daily rate for each additional day, including weekends and public holidays. The renter must also compensate for any damages.

Notice of rental cancellation must be given in writing as early as possible. If this happens after the contract has started, we reserve the right to charge 50% to 100% of the agreed rental fee as compensation.

All rental equipment is regularly serviced. Nevertheless, the renter is responsible for verifying completeness and functionality upon collection, or via an authorized agent. Waiving this check or being unable to perform it is at the renter's own risk. We rent ex-warehouse; transportation risk lies solely with the renter, even if we carry out or arrange transport.

For rentals abroad, the renter is responsible for proper customs handling at their own cost. Return shipments must be delivered free to our warehouse. Upon return, we confirm quantity and note any obvious shortfalls.

We do not confirm full functionality or absence of defects until professional inspection. If defects are found, the renter is immediately notified. This check also determines consumables used (filters, bulbs, batteries, etc.), which will be charged at list prices.

If the renter defaults on payment, we may immediately prohibit further use of our rented equipment and demand its return. The renter must allow us access to all premises where our equipment is located.

Ownership and Risk

1. Risk transfers to the renter once goods leave our premises or are picked up by the renter.
2. Ownership transfers only after full payment of all amounts due under the contract and any other agreement with our company or its affiliates.

Rental: Liability The renter is fully liable for each rented item from the start of the rental period until return. This includes damages from force majeure and confiscation, even if unjustified.

Our equipment may only be operated by sufficiently qualified personnel. Ensuring this is the renter's responsibility.

Repairs may only be carried out by us. If repair is necessary due to improper use or excessive wear, the renter bears the cost and pays for lost rental time at the daily rate.

We assume no liability for direct or indirect damages caused by malfunction or failure of rented equipment.

BildTon GmbH is not liable for any damages incurred by the renter or third parties due to equipment issues during the rental period. This also applies to staff provided by BildTon GmbH. We accept no liability for items, materials, or parked vehicles and their contents.

Rental: Insurance Unless otherwise agreed, our rental equipment is insured under the General Terms of Electronic Equipment Insurance.

These insurance conditions are part of the rental agreement and can be reviewed at our office. The insurance fee is 6.5% of the rental prices in our price list. Worldwide coverage applies. Additional risk surcharges are assessed individually.

All insurance costs are billed separately to the renter. Front and rear lenses of cameras and lenses are not insured. Damage to front lenses is always the renter's responsibility. The renter's deductible for damages is €750 per incident.

For loss (theft, burglary, embezzlement, etc.), the renter is strictly liable with a deductible of 25% of the replacement value, capped at €10,000 per incident (plus VAT).

Bulbs for lights are not insured. Burned-out or defective bulbs are charged at list prices.

There is no insurance coverage for equipment in vehicles or trailers between 10:00 PM and 6:00 AM.

For high-risk use, the renter must ensure adequate safety and inform all personnel involved, urging them to take special care. Subletting rented equipment requires our explicit permission. In such cases, the renter must arrange their own insurance and handle claims themselves. Our insurance cannot be used by sub-renters.

Effective: June 2025, BildTon GmbH