

# General Terms and Conditions

## with Customer Information

### Rentboks - Proprietor Mike Rischer - Berlin Location

Collection location: Lise-Meitner-Strasse 39 A, 10589 Berlin | Version: 08/2026

#### Requirements for renting from Rentboks

- The Renter must be at least 18 years old.
- At the start of the rental period, a valid official photographic identification document must be presented in the original. Photographs, copies, scans, screenshots or other digital reproductions will not be accepted.
- The Renter must provide evidence of a registered residential address in Germany. Accepted evidence includes, in particular, a valid identity card showing the Renter's current address in Germany, or a valid passport or other official photographic identification document together with a current official certificate of registration.
- If no registered residential address in Germany can be proven, the Rental Provider may, following an express prior agreement, require an increased security deposit of up to 120 percent of the current new purchase price or replacement value. A valid official photographic identification document in the original remains mandatory. There is no entitlement to the Rental Item being handed over against payment of an increased deposit.
- Online bookings generally require personal collection from the Rentboks location in Berlin. Delivery, shipping or handover through a service locker must be expressly agreed and confirmed by the Rental Provider.

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## 1. Scope

1.1 These General Terms and Conditions (hereinafter referred to as the "GTC") of Mike Rischer, trading as "Rentboks" (hereinafter referred to as the "Rental Provider"), apply to all rental agreements concluded by a consumer or an entrepreneur (hereinafter referred to as the "Renter") with the Rental Provider concerning the rental items displayed on the Rental Provider's website. The inclusion of the Renter's own terms and conditions is hereby rejected unless otherwise agreed.

1.2 A consumer within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their self-employed professional activity.

1.3 An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity who, when entering into a legal transaction, acts in the course of their commercial or self-employed professional activity.

## 2. Conclusion of the Contract

2.1 The rental items described on the Rental Provider's website do not constitute binding offers by the Rental Provider. They serve to enable the Renter to submit a binding offer to conclude a rental agreement.

2.2 The Renter may submit the offer using the online order form integrated into the Rental Provider's website. After placing the selected rental items in the virtual shopping cart and completing the electronic ordering process, the Renter submits a legally binding contractual offer concerning the rental items contained in the shopping cart by clicking the button that completes the ordering process. A booking made via the website is generally a booking for personal collection from the Rentboks location in Berlin. Delivery, shipping or handover through a service locker is owed only if it has been expressly agreed as an additional service and confirmed by the Rental Provider. The Renter may also submit the offer to the Rental Provider by email, fax or telephone.

2.3 The Rental Provider may accept the Renter's offer within five days:

- by sending the Renter a written order confirmation or an order confirmation in text form, in particular by fax or email, in which case receipt of the order confirmation by the Renter is decisive,
- by handing over the Rental Item to the Renter, in which case receipt of the Rental Item by the Renter is decisive, or
- by requesting payment from the Renter after the order has been placed.

If more than one of the above alternatives applies, the contract is concluded at the time when the first of these alternatives occurs. If the Rental Provider does not accept the Renter's offer within the aforementioned period, this shall be deemed a rejection of the offer, with the consequence that the Renter is no longer bound by their declaration of intent.

2.4 The period for acceptance of the offer begins on the day following the date on which the Renter sends the offer and ends at the expiry of the fifth day following the sending of the offer.

2.5 If an offer is submitted using the Rental Provider's online order form, the contract text will be stored by the Rental Provider after conclusion of the contract and sent to the Renter in text form, for example by email, fax or letter, after the order has been submitted. The Rental Provider will not make the contract text accessible beyond this.

2.6 Before submitting a binding order via the Rental Provider's online order form, the Renter can identify possible input errors by carefully reading the information displayed on the screen. The browser's zoom function may be used as an effective technical means of making input errors easier to identify. The Renter can correct entries during the electronic ordering process using the usual keyboard and mouse functions until the button completing the ordering process is clicked.

2.7 The contract may be concluded in German.

2.8 Order processing and contact generally take place by email and by automated order processing. The Renter must ensure that the email address provided for order processing is correct so that emails sent by the Rental Provider can be received at that address. In particular, when using spam filters, the Renter must ensure that all emails sent by the Rental Provider or by third parties commissioned by the Rental Provider to process the order can be delivered.

## 3. Right of Withdrawal / Cancellation

### 3.1 Right of Withdrawal

Consumers generally have a statutory right of withdrawal in the case of distance contracts.

However, there is no right of withdrawal for contracts for the provision of services relating to leisure activities if the contract provides for a specific date or period of performance (section 312g(2) no. 9 of the German Civil Code, BGB). This generally applies to the rental of event equipment for a specifically booked event date or rental period. In such cases, only the cancellation terms set out below in clause 3.2 apply.

In all other respects, the details concerning the right of withdrawal are set out in the Rental Provider's cancellation policy.

### 3.2 Cancellation

The Renter is entitled to withdraw from the contract at any time before the start of the rental period. If the Renter cancels the contract, the following proportion of the expected total price stated in the reservation details must be paid:

- Cancellation at least 14 days before the first rental day: processing fee of up to EUR 5

- Cancellation up to 7 days before the first rental day: 10 percent
- Cancellation less than 7 days before the first rental day: 30 percent
- Cancellation less than 3 days before the first rental day: 50 percent
- Cancellation less than 2 days before the first rental day: 80 percent
- Cancellation less than 1 day before the first rental day: 90 percent
- Cancellation on the day the rental period begins: 100 percent

The Renter remains entitled to prove that the Rental Provider suffered no loss or a substantially lower loss.

#### 4. Handover of the Rental Item

4.1 The Rental Item is generally handed over by personal collection from the Rental Provider's location: Rentboks, Lise-Meitner-Strasse 39 A, 10589 Berlin. The collection location shown during the booking process and the information in the booking confirmation are decisive. In the case of an online booking, collection from the stated location forms part of the rental agreement. The Renter is required to check the collection location before completing the booking. By way of exception, the Rental Item may be handed over by delivery, shipping or through a service locker ("Blackbox") if separately agreed. A request, a comment entered during the booking process, a different preferred arrangement or the provision of a delivery address does not create any entitlement to delivery or handover at another location.

4.2 If the transport company returns a shipped Rental Item to the Rental Provider because delivery to the Renter was not possible, the Renter shall bear the costs of the unsuccessful shipment. This does not apply if the Renter validly exercises any existing right of withdrawal, if the Renter is not responsible for the circumstances that made delivery impossible, or if the Renter was temporarily prevented from accepting the service offered, unless the Rental Provider had announced the service to the Renter a reasonable time in advance.

4.3 If the parties have agreed that the Rental Item will be collected, the Rental Provider will inform the Renter by email or in the booking confirmation of the collection location and agreed time slot. The Renter may collect the Rental Item from the agreed collection location within this time slot. Earlier or later collection is possible only with the Rental Provider's prior express consent. Outside regular opening or collection hours, the Rental Provider may refuse the handover or make it subject to the agreement of a separate service. No shipping costs are charged for collection.

4.4 Before handing over the Rental Item, the Rental Provider is entitled to verify the Renter's identity, age and residential address. The Renter must present a valid official photographic identification document in the original. Photographs, copies, scans, screenshots or other digital reproductions will not be accepted. The document presented, or an additional official proof of residence, must show a registered residential address in Germany. If a passport or another identification document without a complete current address in Germany is presented, a current official certificate of registration must also be provided. If the Renter cannot present the required original documents or proof of address, the Rental Provider is entitled to refuse to hand over the Rental Item. Such refusal shall not be regarded as a failure to make the Rental Item available for which the Rental Provider is responsible. The agreed cancellation terms remain unaffected. Handover against an increased security deposit of up to 120 percent of the current new purchase price or replacement value remains possible with the Rental Provider's prior express consent.

4.5 The Rental Item may generally be collected only by the person named as the Renter in the rental agreement. Collection by another person is permitted only after a change of renter has been expressly approved in advance by the Rental Provider. For this purpose, the Rental Provider must be informed in good time before collection of at least the new renter's full first and last name, complete address, telephone number and email address. The change of renter becomes effective only when confirmed by the Rental Provider. The new renter must satisfy all requirements under these GTC and present the required original documents upon collection. The Rental Provider may refuse collection by an unannounced third party.

#### 4.6 Collection and Return via Service Locker ("Blackbox")

If the Rental Item is collected and/or returned through a service locker operated by the Rental Provider, the following applies: The Rental Item will be made available by the Rental Provider in a locked compartment. The Renter will receive an individual QR code and, where applicable, an access code or electronic access medium. When the compartment is opened and the Rental Item is removed, the risk of accidental loss and accidental deterioration of the Rental Item passes to the Renter.

When returning the Rental Item, the Renter must place it complete and in proper condition in the designated compartment, properly lock the compartment and fully complete the return steps specified by the Rental Provider, for example scanning the QR code, entering a code or confirming the return in the system. The return is deemed completed once the Rental Item has been placed completely in the compartment, the compartment has been locked and the return has been recorded by the Rental Provider's system.

The Rental Provider is entitled to document the condition of the Rental Item photographically or electronically when it is removed from the service locker. In the event of a dispute, this documentation shall serve as evidence of the condition at the time of return unless the Renter proves a different condition. If the Renter passes the QR code, access code or access medium to a third party, the Renter is liable for that party's actions as for their own. In all other respects, the return provisions in clause 13 of these GTC apply.

## 5. Rent and Payment Terms

5.1 The prices stated on the Rental Provider's website are total prices and include statutory value added tax. Any additional delivery and shipping costs are stated separately on the website, during the booking process or in the individual quotation.

5.2 The rent includes remuneration for the provision of the Rental Item and for its ordinary maintenance and repair.

5.3 Adjustments and/or modifications to the Rental Item carried out at the Renter's request must be paid for separately unless they are required for maintenance or repair or to ensure contractual use of the Rental Item.

5.4 The rent for the entire contract term must be paid in advance unless otherwise agreed. The Renter may choose from the payment methods stated on the Rental Provider's website, during the booking process or in the quotation. Any additional delivery and shipping costs must be paid together with the rent.

## 6. Security Deposit

6.1 To secure its claims, the Rental Provider may require the Renter to provide security in the form of a monetary deposit, the amount of which is stated in the quotation, during the booking process or in the booking confirmation. The deposit must be paid in full no later than before the Rental Item is handed over. The deposit may generally be paid in cash upon collection or via PayPal. A PayPal payment must be made in such a way that the full deposit amount has been received by the Rental Provider or is demonstrably available to the Rental Provider before the Rental Item is handed over. Payment of the deposit by debit or credit card is not offered as a regular payment method and requires an express prior agreement with the Rental Provider.

If the Renter cannot provide evidence of a registered residential address in Germany, the Rental Provider may, following an express prior agreement, require an increased deposit of up to 120 percent of the current new purchase price or replacement value of the Rental Item. The increased deposit replaces only the requirement to prove a German residential address. A valid official photographic identification document in the original remains mandatory. Acceptance of an increased deposit is at the Rental Provider's discretion and does not create any entitlement to the Rental Item being handed over.

6.2 If, at the end of the rental agreement, the Renter returns the Rental Item in proper condition and with all accessories, the Rental Provider will refund the deposit within seven calendar days. The Rental Provider may use the same means of payment that the Renter used to pay the deposit. If additional information, in particular bank details, is required for the refund, the period begins only when the complete information has been received.

6.3 If the Renter does not return the Rental Item complete or in proper condition, or if the Rental Item has been permanently lost, the Rental Provider may retain from the deposit the amount required to cover its loss, provided the Renter is responsible. The Rental Provider reserves the right to claim further damages if the deposit is insufficient to cover the loss.

## 7. Use of the Rental Item and Transfer of Use to Third Parties

7.1 The Rental Item may be used only for the contractually agreed purposes.

7.2 The Rental Item is provided for the exclusive use of the Renter. Without the Rental Provider's prior permission, the Renter is not entitled to transfer use of the Rental Item to a third party, in particular by subletting or lending it.

## 8. Obligations of the Renter

8.1 The Renter must handle the Rental Item with care and protect it against damage, loss, theft, moisture, excessive soiling and unauthorised access. The Renter must comply, insofar as reasonably possible, with the maintenance, care, safety and operating instructions provided by the Rental Provider.

8.2 Identifying marks on the Rental Item, in particular labels, inventory numbers, serial numbers or inscriptions, must not be removed, altered, covered or rendered illegible.

8.3 The Renter must notify the Rental Provider without delay after becoming aware of any malfunction, damage, loss or theft of the Rental Item. In the event of theft or any other loss, a report must also be filed with the police without delay and the police reference number must be provided to the Rental Provider.

8.4 If the Rental Item is soiled beyond the usual extent, the Rental Provider is entitled to charge the actual, necessary and reasonable cleaning costs. If a flat-rate cleaning charge is specified in the Rental Provider's current price list, the Renter remains entitled to prove that no cleaning expense or a substantially lower cleaning expense was incurred.

## 9. Modifications to the Rental Item

9.1 The Rental Provider is entitled to make modifications to the Rental Item if they serve to preserve it. Improvements may be made only if they are reasonable for the Renter and do not impair the contractual use of the Rental Item. The Rental Provider must inform the Renter of such measures in good time in advance. Necessary expenses incurred by the Renter as a result of these measures must be reimbursed by the Rental Provider.

9.2 Modifications and additions to the Rental Item by the Renter require the Rental Provider's prior consent. This applies in particular to additions or installations and to connecting the Rental Item to other objects. Upon return of the Rental Item, the Renter must restore the original condition at the Rental Provider's request.

## **10. Rental Provider's Maintenance Obligations and the Renter's Rights in the Event of Defects**

10.1 The Rental Provider is required to maintain the Rental Item throughout the rental period in a condition suitable for contractual use and to carry out the necessary maintenance and repair work. Such measures are carried out at regular maintenance intervals and when defects, malfunctions or damage occur. The Rental Provider must be granted the access to the Rental Item required for this purpose.

10.2 The Renter must notify the Rental Provider without delay of any defects, malfunctions or damage that occur.

10.3 Defects will be remedied free of charge by subsequent performance or repair of the Rental Item. The Rental Provider must be granted a reasonable period for this purpose. With the Renter's consent, the Rental Provider may replace the Rental Item or individual components for the purpose of remedying the defect. The Renter shall not unreasonably withhold consent.

10.4 Termination by the Renter pursuant to section 543(2), sentence 1, no. 1 BGB due to failure to provide contractual use is permitted only after the Rental Provider has been given sufficient opportunity to remedy the defect and the attempt has failed. Remedy of the defect is deemed to have failed in particular if it is impossible, is refused by the Rental Provider or is delayed unreasonably, if there are justified doubts as to the prospects of success, or if remedy is unreasonable for the Renter for other reasons.

10.5 The Renter's rights in respect of defects are excluded to the extent that the Renter makes or has modifications made to the Rental Item without the Rental Provider's consent, unless the Renter proves that the modifications have no unreasonable effect on the Rental Provider's analysis and remedy of the defect. The Renter's rights in respect of defects remain unaffected if the Renter is entitled to make modifications, in particular when exercising the right of self-remedy pursuant to section 536a(2) BGB, and the modifications are carried out professionally and documented in a comprehensible manner.

## **11. Liability**

11.1 The Rental Provider's strict liability pursuant to section 536a(1) BGB for defects existing at the time the contract was concluded is excluded.

11.2 In all other respects, the Rental Provider is liable to the Renter for damages and reimbursement of expenses arising from all contractual, quasi-contractual and statutory claims, including tort claims, as follows:

11.2.1 The Rental Provider has unlimited liability on any legal basis:

- in cases of intent or gross negligence,
- in cases of intentional or negligent injury to life, limb or health,
- on the basis of a guarantee, unless otherwise provided in relation to that guarantee,
- on the basis of mandatory liability, in particular under the German Product Liability Act.

11.2.2 If the Rental Provider negligently breaches a material contractual obligation, liability is limited to the typical, foreseeable loss, unless unlimited liability applies under the preceding clause. Material contractual obligations are obligations imposed on the Rental Provider by the content of the contract in order to achieve the purpose of the contract, the fulfilment of which is essential for the proper performance of the contract and on compliance with which the Renter may regularly rely.

11.2.3 In all other respects, liability on the part of the Rental Provider is excluded.

11.2.4 The above liability provisions also apply to the Rental Provider's liability for its vicarious agents and legal representatives.

## **12. Contract Term and Termination of the Rental Agreement**

12.1 The rental agreement is concluded for a fixed term and ends automatically upon expiry of the agreed rental period. The rental period is communicated to the Renter on the website, during the booking process, in the quotation or in the booking confirmation.

12.2 The rental period begins when the Rental Item is handed over to the Renter, but not before the agreed start of the rental period.

12.3 The Renter's right to terminate the agreement for cause pursuant to section 543(2), sentence 1, no. 1 BGB due to failure to provide contractual use, as well as each party's right to terminate for good cause, remains unaffected.

12.4 To be effective, notice of termination must be given in text form, for example by email.

## **13. Return of the Rental Item**

13.1 At the end of the contractual relationship, the Renter must return the Rental Item to the Rental Provider complete and in proper condition. Unless otherwise agreed, the return must take place during opening hours or within the agreed time slot at the agreed return location.

13.2 The Renter must reimburse the costs of restoring the Rental Item in respect of damage or defects for which the Renter is responsible.

13.3 If the Renter is required under the contract to return the Rental Item by shipment, the Renter shall bear the return transport costs unless otherwise agreed.

#### **13.4 Late Return**

If the Renter does not return the Rental Item at the agreed return time, the Renter must pay compensation for use for the duration of the withholding. The compensation for use corresponds to the rent agreed for the additional period of use or to the regular rental price for a comparable additional rental period.

In addition, the Renter must compensate the Rental Provider for any further loss that can be proven, provided the Renter is responsible for the late return. This may include, in particular, the cost of necessary replacement procurement, lost or cancelled subsequent rentals, additional transport and personnel costs, and necessary additional administrative work.

The Renter remains entitled to prove that no loss or a substantially lower loss was incurred. Acceptance of a late return does not constitute an implied extension of the rental agreement.

#### **13.5 Failure to Return**

If the Renter has not returned the Rental Item within 72 hours after the agreed return time and no different arrangement has been agreed with the Rental Provider, the Rental Provider will regard the equipment as not returned and will immediately initiate the necessary legal measures.

These measures include in particular:

- filing a criminal complaint on suspicion of an applicable criminal offence, in particular fraud pursuant to section 263 of the German Criminal Code (StGB), theft pursuant to section 242 StGB, or misappropriation pursuant to section 246 StGB,
- commissioning a debt collection service provider or lawyer,
- asserting claims for surrender and payment through the courts, and
- pursuing the claim until an enforceable title has been obtained and, if necessary, initiating enforcement measures.

Claims may include, in particular, the full new purchase price or replacement value of the equipment not returned, compensation for use for additional rental days, demonstrably lost subsequent rentals, necessary recovery costs, and necessary legal enforcement and debt collection costs. The right to assert further claims remains reserved. A subsequent return of the Rental Item does not affect claims that have already arisen.

### **14. Applicable Law**

All legal relationships between the parties are governed by the law of the Federal Republic of Germany. In the case of consumers, this choice of law applies only to the extent that it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

### **15. Place of Jurisdiction**

If the Renter is a merchant, a legal entity under public law or a special fund under public law with its registered office in the Federal Republic of Germany, the Rental Provider's registered place of business is the exclusive place of jurisdiction for all disputes arising from this contract. If the Renter has its registered office outside the territory of the Federal Republic of Germany, the Rental Provider's registered place of business is the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the Renter's professional or commercial activity. In the above cases, however, the Rental Provider is in all cases also entitled to bring proceedings before the court at the Renter's registered office.

### **16. Alternative Dispute Resolution**

The Rental Provider is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

*End of the General Terms and Conditions*