

# General Terms and Conditions for event partner of Vytal Lëtzebuerg sàrl.

**Version of March 2024**

## **Contact information**

VYTAL Lëtzebuerg sàrl  
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## **Registered in the commercial register**

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## 1. General Section of the General Terms and Conditions

### 1.1 Scope of the General Terms and Conditions

1.1.1 These General Terms and Conditions (hereinafter referred to as "GTC") of Vytal Lëtzebuerg Sarl (hereinafter referred to as "Vytal Lëtzebuerg") apply to any legal transaction between Vytal Lëtzebuerg and the customer. They apply exclusively. Any conditions of the customer that deviate from these GTC are contradicted. Deviations shall only be effective to the extent that they are expressly agreed upon in writing between Vytal Lëtzebuerg and the customer.

1.1.2 The GTC are, even without separate agreement, the basis for every future legal transaction between Vytal Lëtzebuerg and the customer. Even in ongoing business relationships, the present GTC exclude conflicting conditions of the customer.

1.1.3 Should individual provisions of these GTC be ineffective, this does not affect the validity of the remaining provisions and the contracts concluded on the basis of these provisions. The ineffective provision shall be replaced by a valid provision that comes closest to its meaning and purpose.

1.1.4 Unforeseeable events not attributable to Vytal Lëtzebuerg, such as natural disasters, pandemics, strikes, or other unforeseeable events, as well as accident damage, operational disruptions, supply shortages, production failures, etc., entitle Vytal Lëtzebuerg, to the exclusion of any claims for damages from the customer, to withdraw from the contract.

### 1.2 Payment Terms, Default, Compensation for Damages, Set-off, Assignment, and Fulfillment of the Contract by Third Parties

#### 1.2.1 Payment Terms

1.2.1.1 The customer shall pay the total gross amount of an invoice no later than 14 calendar days after the invoice date (payment deadline). The amount is considered timely if the total gross amount has been unconditionally credited to one of the accounts specified on the invoice within this period. If the customer exceeds the payment deadline according to paragraph 1, they will be in default of payment.

#### 1.2.2 Default

1.2.2.1 If the customer is in default with due payments, including those from partial deliveries or partial services, Vytal Lëtzebuerg may demand that the customer pay all commenced and outstanding services immediately.

1.2.2.2 In this case, Vytal Lëtzebuerg has a right of retention and may immediately suspend further services.

1.2.2.3 The default interest rate is set at 5% above the legal interest rate according to Article 12 of the Luxembourg Law of 18 April 2004 on payment delays for transactions with consumers, and 8% above the legal interest rate for transactions with professionals or businesses.

#### 1.2.3 Set-off and Right of Retention

1.2.3.1 The customer may not make any deductions from due invoice amounts, except for a written agreed discount. In particular, deductions for postage, freight, transfer, or insurance costs are not permitted.

1.2.3.2 The customer may only set off undisputed, disputed but decided, or legally established claims.

1.2.3.3 If the customer is an entrepreneur, they may only assert a right of retention due to counterclaims arising from this contract.

#### 1.2.4 Assignment

1.2.4.1 The customer may not assign rights and obligations from a contract with Vytal Lëtzebuerg without prior consent from Vytal Lëtzebuerg, unless this is expressly permitted in a single contract.

#### 1.2.5 Fulfillment of the Contract by Third Parties

1.2.5.1 Vytal Lëtzebuerg is entitled to involve third parties in the fulfillment of its obligations. This does not relieve Vytal Lëtzebuerg of its obligations to the customer.

#### 1.3 Customer's Obligations to Cooperate

The success of Vytal Lëtzebuerg's activities depends decisively on whether and to what extent the customer cooperates in the realization of the project. The customer is prepared to do this. Unless otherwise regulated in the individual contract, the customer shall:

1.3.1 Support Vytal Lëtzebuerg in contract performance to a reasonable extent;

1.3.2 Provide Vytal Lëtzebuerg with all information, templates, documents, or data free of charge that are needed for contract performance;

1.3.3 Ensure access to premises (including notifying any security services, communicating house rules, and integrating into locking systems), access to resources (including providing the required power supply, telephone connections, and internet connections), and access to employees to the extent necessary for contract performance at their own expense and with necessary advance notice;

1.3.4 Coordinate and prepare necessary appointments or meetings with Vytal Lëtzebuerg for contract performance;

1.3.5 Inform Vytal Lëtzebuerg in advance about the safety regulations and occupational safety rules that are relevant for contract performance;

1.3.6 Place necessary orders in accordance with agreed deadlines. If no deadlines are contractually specified, necessary orders must generally be submitted no later than 6 weeks before the delivery date.

#### 1.4 Jurisdiction and Applicable Law

1.4.1 The place of jurisdiction for all disputes arising from and in connection with contracts is Luxembourg, if the customer is a merchant, a legal entity under public law, or a public-law special fund.

1.4.2 Only the law of the Grand Duchy of Luxembourg applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

1.4.3 If individual clauses become completely or partially non-contractual or ineffective, the remainder of the contract shall remain valid. If provisions do not become contractual or are ineffective, the content of the contract shall be governed by the statutory provisions.

#### 1.5 Contract Modification, Written Form

1.5.1 Changes and additions to a contract must be in writing. Changes and additions must be expressly marked as such and signed by the customer and Vytal Lëtzebuerg.

1.5.2 No verbal ancillary agreements have been made.

#### 1.6 Changes to the General Terms and Conditions

Vytal Lëtzebuerg is entitled to change or supplement these GTC at any time with reasonable notice. The customer has the right to object to the change or supplement. If the customer does not object within six weeks after receipt of the notification of the change, the changes or supplements shall become effective. Vytal Lëtzebuerg informs the customer about the possibility of objection and the objection period together with the notification of the change. These GTC apply from February 1, 2024.

### 2. General Terms and Conditions for the Rental Business

#### 2.1 Scope of the GTC - Rental Business

Insofar as Vytal Lëtzebuerg concludes a contract with the customer, the following GTC define its content.

#### 2.2 The Rental Items

2.2.1 Vytal Lëtzebuerg is obliged to provide rental items of average quality.

2.2.2 Vytal Lëtzebuerg may replace the ordered rental items with equivalent or better rental items if it is unable to deliver the exact ordered items. This substitution does not constitute the delivery of unsolicited goods as defined by Article 6:212 of the Luxembourg Civil Code.

#### 2.3 Rental Prices, Rental Period, and Return

2.3.1 The rental prices of the respective valid offer from Vytal Lëtzebuerg apply. The prices are exclusive of the applicable statutory value-added tax.

2.3.2 The rental period begins on the agreed delivery date and ends on the agreed pickup date. The exact times will be specified in the rental contract.

2.3.3 If the renter continues to use the rental item after the agreed rental period has expired, separate written consent from Vytal Lëtzebuerg is required. If no consent is given, or the renter does not return the rental item at the agreed time, the agreed loss price will be automatically charged.

2.3.4 Vytal Lëtzebuerg's right to assert any further damages resulting from the late return of the rental items remains unaffected.

## 2.4 Processing of the Rental

### 2.4.1 Delivery Method

2.4.1.1 The delivery of the rental items to the customer is carried out via a forwarding or shipping service provider commissioned by Vytal Lëtzebuerg or by Vytal Lëtzebuerg itself.

2.4.1.2 Depending on the scope of delivery, the delivery will be made as individual packaging units or as pallets packed in piece goods transport.

### 2.4.2 Principles of Delivery and Pickup

2.4.2.1 All logistics and service-related services associated with the delivery and pickup will be defined separately in the order document in a specific manner.

2.4.2.2 If the logistics and service-related services associated with the delivery and pickup have not been specified as provided in 2.1, the delivery and pickup of the rental items will be made by Vytal Lëtzebuerg free to the curb if direct and unobstructed access to the place of delivery or pickup is possible.

2.4.2.3 In general, for all logistics and service-related services associated with delivery and pickup, waiting times for which Vytal Lëtzebuerg is not responsible (e.g., access to the premises is not possible due to a locked door or because other suppliers block access) must be paid for by the customer.

2.4.2.4 For agreed delivery or pickup of the rental items, the customer must ensure that access to the property is guaranteed and that there is sufficient parking space available, and that all necessary transport means are available at the place of delivery or pickup. In case of deviations from this agreement, the customer will incur additional costs for waiting times.

2.4.2.5 If the customer or their authorized representative is not present at the time of delivery, Vytal Lëtzebuerg is free to decide whether to leave the rented items at the delivery location (anonymous delivery) or not deliver them at all. In the case of anonymous delivery, the customer acknowledges the proper and complete delivery. The customer bears the risks and any additional costs in both cases.

### 2.4.3 Obligations during the rental period

2.4.3.1 The customer shall inspect the delivered goods immediately upon receipt for any visible defects. Any defects must be reported to Vytal Lëtzebuerg immediately after receipt of the goods.

2.4.3.2 Vytal Lëtzebuerg will provide an operating manual for all rental items requiring specific knowledge for operation. The customer shall only operate and use these rental items in accordance with the operating manual, and ensure that they are operated by persons capable of using them properly.

2.4.3.3 The customer will not operate or use rental items that do not come with an operating manual and that they cannot operate safely without posing a risk to the item or people.

2.4.3.4 The customer shall connect technical equipment at their own expense and only use specifically authorized persons for these tasks. Vytal Lëtzebuerg will only carry out connection work for customers after an explicit written agreement and for an additional fee. Vytal Lëtzebuerg is entitled to engage third-party companies for such services. If the customer incurs damage caused by the third-party company, Vytal Lëtzebuerg will, upon the customer's request, assign any claims it may have against the third-party company to the customer, unless Vytal Lëtzebuerg has agreed to pursue the claim on behalf of and at the risk of the customer based on special agreements.

2.4.3.5 The customer is obliged to ensure during the rental period that third parties do not damage the property of Vytal Lëtzebuerg.

2.4.3.6 The customer is liable from the receipt of the rental items until their return for any culpable damage to or loss of the rental items, regardless of whether the damage or loss was caused by the customer or a third party. Upon request, the customer will assign any compensation claims against third parties to Vytal Lëtzebuerg. Vytal Lëtzebuerg hereby accepts this assignment.

2.4.3.7 The customer is not entitled to reduce the rental fee by deducting it from the agreed rent. However, the customer's claims for unjust enrichment or damages remain unaffected. Furthermore, claims for defects shall expire within one year from the statutory limitation start date.

## 2.5 Return of rental items

The customer shall return the rental items in the condition and form in which they were received from Vytal Lëtzebuerg, or in a condition and form differing from this as defined in the order document specific to the agreement between the customer and Vytal Lëtzebuerg. Wherever possible, the goods will be checked and accounted for immediately. However, if the goods consist of cutlery, cups and other small items, the customer agrees to the goods being inspected at Vytal's warehouses or washing partners. In this case, the customer is invited to take part in the joint inspection. Failure to participate in the inspection of the condition of the reusable packaging will result in the inspection carried out by Vytal Lëtzebuerg or Vytal Lëtzebuerg's cleaning partner being considered final. The customer will be held responsible for any discrepancies and/or defects between the items listed on the delivery note and the actual goods received.

## 2.6 Claims for Damages in Case of Loss, Destruction, and Damage

2.6.1 In the event of loss, destruction, or irreparable damage to a rental item, the customer shall reimburse Vytal Lëtzebuerg either for the loss price specifically agreed in the order document, or if no loss/damage price has been defined, for the market price for the replacement of an equivalent, new item, plus a 10% additional margin, without prejudice to further claims for damages by Vytal Lëtzebuerg.

2.6.2 If the repair of a rental item is possible, the customer shall reimburse Vytal Lëtzebuerg for the repair costs plus a 10% additional margin. In this regard, it is at the discretion of Vytal Lëtzebuerg to determine whether the repair is possible. The customer cannot demand the repair of the damaged item. Further claims for damages by Vytal Lëtzebuerg remain unaffected.

2.6.3 Regardless of 5.1-5.2, all rental items remain the property of Vytal Lëtzebuerg or Vytal Global GmbH and are to be returned to Vytal Lëtzebuerg at the end of the rental period, regardless of their condition.

## 2.7 Termination of the Rental Agreement

### 2.7.1 Termination by the Customer

2.7.1.1 The customer may terminate the rental agreement after the conclusion of the contract and before the start of the rental period. The termination must be made in writing.

2.7.1.2 However, the customer remains obligated to pay Vytal Lëtzebuerg a proportion of the rental price depending on the time the termination is received by Vytal Lëtzebuerg, according to the following scale:

- Termination received up to 42 calendar days before the start of the rental period: 50% of the quotation calculation, which forms the basis for the prices contained in the offer.
- Termination received up to 21 calendar days before the start of the rental period: 70% of the quotation calculation, which forms the basis for the prices contained in the offer.
- Termination received 20 calendar days or less before the start of the rental period: 100% of the quotation calculation, which forms the basis for the prices contained in the offer.

2.7.1.3 Partial cancellations that reduce the offer calculation by more than 30% will be invoiced analogously to sections 1.2.1-1.2.3.

2.7.1.4 The customer's right to terminate the contract due to denial of use in accordance of the Luxembourg Civil Code is excluded unless it is evident that rectification or replacement has failed. Rectification or replacement is considered to have failed only if Vytal Lëtzebuerg has been given a reasonable opportunity to remedy the issue, if it is impossible, if it is refused by Vytal Lëtzebuerg, or if it is unreasonably delayed. Repair or replacement is considered failed only if Vytal Lëtzebuerg has been given sufficient opportunity to repair or replace the items, if it is impossible, if Vytal Lëtzebuerg refuses to do so, or if there is an unreasonable delay.

### 2.7.2 Termination by Vytal Lëtzebuerg

2.7.2.1 Vytal Lëtzebuerg is entitled, in addition to the reasons listed in the Luxembourg Civil Code for extraordinary termination of the rental agreement, to terminate the rental agreement without notice if an application is made to open insolvency proceedings concerning the customer's assets or if such an application is rejected due to insufficient assets.

## 2.8 Liability

2.8.1 Vytal Lëtzebuerg is fully liable for damages resulting from injury to life, body, or health that are based on a negligent breach of duty by Vytal Lëtzebuerg or on an intentional or negligent breach of duty by a legal representative or vicarious agent of Vytal Lëtzebuerg.

2.8.2 In all other cases, Vytal Lëtzebuerg is only fully liable for intent and gross negligence on the part of its legal representatives and vicarious agents.

2.8.3 Vytal Lëtzebuerg is only liable for slight negligence if an obligation is breached, the fulfillment of which is essential for the achievement of the contractual purpose (cardinal obligation). In the case of slight negligence in the breach of a cardinal obligation, liability is limited to the amount of the net rental price.

2.8.4 The strict liability of Vytal Lëtzebuerg for defects already existing at the time of contract conclusion, according to the relevant provisions of the Luxembourg Civile Code, is expressly excluded.

## 2.9 Data Protection and Data Security

2.9.1 All data collection and data processing related to the software used by VYTAL Global GmbH and Vytal Lëtzebuerg sàrl are subject to the applicable provisions of the GDPR.

2.9.2 Data collection and data processing are governed by Vytal Lëtzebuerg and by the VYTAL Global GmbH privacy policy in accordance with the GDPR, which is available to consumers on the Vytal Global GmbH website at <https://en.vytal.org/footer/privacy>.