

CONDITIONS FOR RENTAL AND TRIAL ORDERS FOR ACOUSTIC AND VIBRATION MEASUREMENT EQUIPMENT

The following rental conditions apply to all business transactions with the hirer and are recognised by acceptance of the rental item. The following rental conditions also apply to trial and interim rentals.

1. Rental period

The rental period is at least 1 week. The rental item must be returned no later than the 8th calendar day after it has left the Laaber warehouse. From the 9th calendar day onwards, an additional rental week will be charged.

2. Rental price

The rental price is shown in our rental price list. Transport costs are charged at cost. Insurance for the equipment is not included in the hire price.

3. Rental item

The same conditions apply to accessories supplied (e.g. calibrators or similar) that are not listed separately on the delivery note as to the rental item.

4 Delivery

If the hirer is unable to collect the rental item in person, it can be delivered by post or carrier. The rental item will be dispatched EXW.

5. Insurance

The rented items are not insured. Any damage must be borne by the hirer.

6 Damage and loss

The Hirer is liable in all cases for loss, damage, theft and destruction of the rental item. Damage to the rental item that occurs during the hire period must be reported to the Rental Firm in writing immediately after discovery, at the latest within 48 hours.

In the event of theft or loss of the rental item, the Hirer is obliged to inform the Rental Firm immediately and to file a report with the police within 24 hours. The Hirer must then provide the Rental Firm with a copy of the police report. In the event of loss or theft, the end date of the rental agreement shall be the date specified as the date of loss in the police report. The tenancy agreement for other items subject to the same tenancy agreement shall be continued. In the event of theft or economic total loss of the rental item, the lessee undertakes to compensate the lessor for the damage at replacement value. If the damaged rental item can be repaired, the Hirer must reimburse the associated repair costs. The same applies to damage to or theft of components and accessories of the rental item. The Hirer shall also be liable for all other damages incurred by the Rental Firm as a result (e.g. expert costs or lost turnover/profit).

7. Use

A user manual in English or German is enclosed with each rental item. The hirer undertakes to follow the instructions of the appliance manufacturer and all other instructions relating to the rental item. The rental equipment is not preset.

8. Instruction

On request, the hirer will be given instruction in the use of the rental equipment by the rental company. This will be charged at cost.

9 Terms of payment

Rental prices and ancillary costs are to be paid net in advance. Any payments in arrears shall bear interest at the rate of bank interest paid by the Lessor, but at least 6% p.a.

10. Indemnification

The Lessee shall be solely liable for any loss, damage or injury to persons or third-party property caused by the rented property as such or its use and shall indemnify the Lessor against any claims.

The lessor shall not be liable for any losses or consequential damage caused by the failure of the rented item.

11 Delivery time

The delivery time is specified by the lessor without obligation. He is not liable for delays. The lessor shall endeavour to adhere exactly to the stated delivery time.

12 Cancellation of orders

A complete or partial cancellation of the order by the hirer must be made in writing at least 24 hours before the start of the rental period. In the event of cancellation up to this time, 20% of the weekly fee will be charged; within the last 24 hours, the full rental price will be charged.

13. Processing of your measurement data

Please note that your measurement data will not be backed up by Laaber GmbH. The renter is responsible for backing up the measurement data.

If the customer commissions Laaber GmbH to create a measurement report, the measurement data will be saved for 1 month, processed and then deleted.

When renting an acoustic camera, the customer is responsible for securing the measurement location. This means that Laaber GmbH accepts no liability for the content of the image and sound recordings.

14 Applicable law

The contract is subject to Austrian law.

The exclusive place of jurisdiction is Wr. Neustadt/Austria .