

# Rental agreement No nnnn

satellite phone



Provider	Client: 5816
Matthias Cramer Holzhofallee 7 D-64295 Darmstadt tel: +49 – (0) 61 51 – 27 84 880 mobile: +49 – (0)163 – 286 46 22 e-mail: info@m-cramer.de	Address of client

## Rental object

Type	Item	Rental period from - to	Amount
SIM	Iridium, Thuraya, Inmarsat	nn.nn.22 - nn.nn.22	nn,00 €
Article	Phone		
Zubehör	Accessories list		
Shipping	Paket National, International		nn,00 €

After the rental agreement has been dispatched, the rental object will remain provisionally reserved for the Client for seven days. Please return the rental agreement within this seven-day deadline. After that, I will not be able to guarantee the availability of the rental object for the requested period of time. The date on the postmark or the fax receipt will serve as proof.

## Terms of payment and security deposit

A security deposit amounting to nnn,00 € must be paid before the rental object can be surrendered.

The security deposit may be paid by direct debit or by bank transfer to my account, quoting your name and the reference number of the rental agreement:

	Bank details
Amount	<b>nnn,00 €</b>
Account holder	Matthias Cramer
IBAN	DE16 5085 0150 0000 72xx xx
Bank	Sparkasse Darmstadt Rheinstr. 10-12 D-64283 Darmstadt
BIC	HELADEF1DAS
Payment reference	deposit Mnnnn

We will send you a separate invoice for the rental fee.

m-cramer Satellitenservices    www.m-cramer.de    info@m-cramer.de

Steuer-Nr: 07/810/32896    UID: DE262663625

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Telefon: +49-(0)61 51-27 84 880  
Fax: +49-(0)61 51-27 84 885  
Mobil: +49-(0)163-286 46 22

An der Prießnitzau 11-13  
D-01328 Dresden  
Telefon: +49-(0)351-3177 8003  
Fax: +49-(0)351-3177 8005  
Mobil: +49-(0)177-245 13 18

The used units on the SIM Card will be invoiced once you have terminated the rental agreement. For each used unit we will charge €1.00. We have agreed on a minimum sale of 0 units. You will find a complete list of all the connection fees under:  
<https://en.m-cramer-satellitenservices.de/rental/airtime-charges/>

### **General terms and conditions**

By his/her signature the Client confirms that he/she has read the attached General Terms and Conditions and that she/he accepts them.

Date, signature of the Provider

Date, signature of the Client

nn.nn.20xx

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# General terms and conditions of

Matthias Cramer  
Holzhofalle 7  
D-64295 Darmstadt

## Rental period

The rental period starts on the date the Client intends to use the object. If this is not a business day (Mon-Fri), the business day before that date will mark the start of the rental period. The time of the shipment to the Client will not be counted as rental period. The rental period will end once the Client has returned the rental object/s to the Provider.

## Duties and liability of the Provider

Provider undertakes to make the equipment available for surrender to the Client at the agreed place and on the agreed date. The equipment to be assigned has been duly maintained in accordance with the manufacturer's instructions and is suitable for the purposes specified in the rental agreement.

Once the rental object has been dispatched or handed over at the agreed place, the Client will be provided with a delivery note from the Provider. All the rental items actually delivered will be listed separately on the delivery note. In some cases the delivered rental objects may differ from the rental objects specified in the rental agreement. If the rental objects include SIM cards, the current credit balance will be recorded together with the card number at the time of the handover. The recorded credit balance on the SIM cards will be used as the basis for calculating the units/minutes once the rental period has expired.

The Provider does not assume liability for any of the Client's losses resulting from the malfunctioning or any other deficiencies of the equipment or due to a delay or an impossibility, unless caused by the Provider due to gross negligence at least. In the event of gross negligence the Client's claim for damages will be restricted to the agreed rental period.

The Provider will not assume liability for the malfunctioning of the equipment caused by external network interruptions, poor network coverage or reception or registration on a network. The Provider will expressly not grant any guarantee for any failures of the satellite (e.g. technical failure, acts of war, etc.). Provider will not assume liability for the use of unauthorised SIM-cards.

## Duties and liability of the Client

Surrender of the rental objects is subject to payment of a security deposit as specified in the rental agreement. The security deposit may be paid in cash, by Paypal, transfer to the account quoted by Provider or by direct debit. The rental object will not be dispatched until the Provider has obtained the security deposit. The Provider will reimburse the security deposit after the rental objects have been returned and any outstanding invoices paid.

The Client is responsible for checking the completeness and correct functioning of all the equipment immediately after delivery and informing the Provider of any missing equipment, components or deficiencies within 24 hours. Otherwise all the equipment is deemed as received completely and error-free. Should any defects arise later, the Client must inform the Provider by phone as soon as possible to ensure the Provider has the opportunity to remedy such defects. Any claims referring to subsequent deficiencies will only be recognised if the Provider has been informed about them in writing before the objects are returned.

Provider's warranty period is only applicable if the Client has complied with his/her obligations.

The Client accepts and uses the equipment at his/her own risk. He/she is responsible to the Provider for any damage to or loss of the equipment from its receipt until its return to the Provider. He/she is in possession of the equipment during the rental period and responsible for any expenses incurred.

The Client agrees to treat, use and maintain the equipment with care and in accordance with the manufacturer's instructions, to use it only for suitable purposes, to abstain from removing, changing or marking parts of it, commissioning work on the equipment by third parties without the Provider's consent and renting or lending it to third parties. The Client expressly undertakes to protect the rental objects from water, dust, heat and shock.

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The Client agrees to return the equipment together with the accessories suitably packaged for transportation to the Provider immediately after the expiry or premature termination of the rental agreement. The Client is liable for any loss to or damage of the equipment or its accessories, which has occurred during its transportation. The Client will pay the expenses incurred for the return of the equipment. When returning the rental objects from non-EU countries, a customs clearing process may be required. Any expenses in this respect and a compensation fee amounting to €50.00 will be charged to the Client. Return of the rented equipment via Hermes is expressly excluded. Should the goods still be returned via Hermes and the dispatch period exceed two business days, these days will be invoiced as rental period.

For any loss of the rented equipment or accessories the Client will be charged the cost of replacements at the current price. For equipment which is no longer available from dealers, the replacement price in the event of loss is indicated in the rental agreement. The Client agrees to inform the Provider as soon as possible about the loss of the rental object.

If SIM-cards have been lost, the units/minutes charged to the SIM-card at delivery or during the rental period for the fee agreed in the rental agreement in addition to the SIM-card will be paid to the Provider.

Any damage to the equipment, which has occurred during the rental period or during shipment of the return will be invoiced to the Client. The Client does not assume liability for any technical deficiencies of the rental object, for which he/she is not responsible. If these deficiencies occurred before the expiry of the rental period, and the functions of the rental object are seriously adversely affected as a result, the Client may claim a refund of the rental fee proportionate to the corresponding period when the rental object was unusable.

The Client agrees to pay the rental fee stipulated in the rental agreement for the duration of the rental period. Date of payment is always 10 days after the start of the rental period. The Client will be in arrears, if he/she does not pay after having received a reminder after the maturity date specified in the invoice. Default interest will be calculated in accordance with the current statutory ruling as from the date of the first reminder. If the security deposit was paid in cash or by transfer, the security deposit may be used to offset the rental fee and any fees for connections incurred, by mutual consent.

The rental period may be extended if this has been agreed with the Provider in good time. If the rental period is extended, the rental fee will be invoiced on a pro-rata basis for the corresponding term according to the fixed base prices quoted on the internet under: [www.m-cramer-satellitenservices.de](http://www.m-cramer-satellitenservices.de). Late return of the rental objects will also be considered as extended rental period, irrespective of the reasons.

The Client may cancel the agreement up to two weeks before start of the rental period at no charge. If the Client withdraws from the rental agreement later than two weeks after start of the rental agreement, a cancellation fee amounting to a weekly rental fee will be charged for the equipment. The fixed base prices quoted on: [www.m-cramer.de](http://www.m-cramer.de) on the date the rental agreement was concluded shall apply.

The Client agrees to find out about and comply with the regulations regarding the import and use of the rental objects applicable in his/her country of residence. Any consequences of fraudulent use (e.g. confiscation of the equipment) shall be borne solely by the Client.

### **Jurisdiction**

The exclusive court of law for legal disputes with businesspersons, legal entities under public law or public-law special assets regarding contracts subject to these General Terms and Conditions is Darmstadt, if an exclusive jurisdiction is not justified by virtue of the law. The same applies, if the Client is domiciled or has his/her usual place of residence abroad or his/her place of domicile or usual residence is unknown at the time the action is filed. The laws of the Federal Republic of Germany are applicable.

### **Severability Clause:**

If individual clauses of these General Terms and Conditions are invalid, all other provisions remain unaffected.

## SEPA Direct Debit Mandate

Name of recipient

m-cramer Satellitenservices  
Matthias Cramer  
Holzhofallee 7  
64295 Darmstadt

Creditor-Identifier number:  
DE03ZZZ00000028918

Payer's name, first name and exact address (account holder)

I/we authorise the recipient m-cramer Satellitenservices - Matthias Cramer to collect payments

- for any damage to or loss of the rental object
- for any late payment of an invoice referring to the rental fee for the supply of the rental Objects, and
- for any late payment of any ensuing connection fees for use of the rental object

from my/our account by direct debit. At the same time I/we instruct our bank to honour any direct debits drawn from my/our account by the recipient m-cramer Satellitenservices – Matthias Cramer. Note: I/we may request the reimbursement of the collected amount within eight weeks after the date of the debit. The provisions agreed with my/our bank shall apply.

One-off payment for expenses incurred as a result of renting the rental object.

Recipient's IBAN

Bank

SWIFT-BIC:

Place, Date

Signature(s) of Payer (account holder)

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