

the art of staging
- the fast road to a
black stage!

www.nivtec.com



nivtec
Noir

Edition 2025

niytec
Noir

everything at one glance

in 2025 the best selling articles

of 25 years form the base for *niytec*
Noir



platforms

01. system platform 200 x 100 cm NOIR

Art.No. 111 01 0s

- alu frame: groove and tongue profiles, black anodised
- surface E6/C35 15 my acc. to DIN 17611
- all plastic parts black: corner pieces, locking levers, casings, protection caps
- multiplex plywood panel, dark-brown, 12 mm , water resistantly glued, for in- und outdoor use
- stacking height 9 cm – load capacity 7,5 KN/sqm
- ATTENTION: leg supports, supporting middle bar and pushing rods in standard execution, alu

02. system platform 100 x 100 cm NOIR

Art.No. 111 05 0s

- alu frame: groove and tongue profiles, black anodised
- surface E6/C35 15 my acc. to DIN 17611
- all plastic parts black: corner pieces, locking levers, casings, protection caps
- multiplex plywood panel, dark-brown, 12 mm , water resistantly glued, for in- und outdoor use
- stacking height 9 cm – load capacity 7,5 KN/sqm
- ATTENTION: leg supports, supporting middle bar and pushing rods in standard execution, alu

03. system platform 200 x 50 cm NOIR

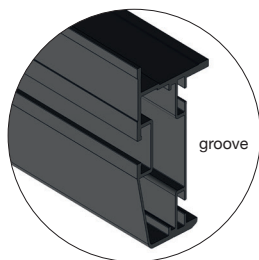
Art.No. 111 02 0s

- alu frame: groove and tongue profiles, black anodised
- surface E6/C35 15 my acc. to DIN 17611
- all plastic parts black: corner pieces, locking levers, casings, protection caps
- multiplex plywood panel, dark-brown, 12 mm , water resistantly glued, for in- und outdoor use
- stacking height 9 cm – load capacity 7,5 KN/sqm
- ATTENTION: leg supports and pushing rod in standard execution, alu

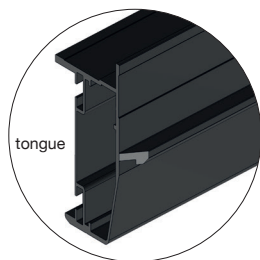
04. system platform 100 x 50 cm NOIR

Art.No. 111 06 0s

- alu frame: groove and tongue profiles, black anodised
- surface E6/C35 15 my acc. to DIN 17611
- all plastic parts black: corner pieces, locking levers, casings, protection caps
- multiplex plywood panel, dark-brown, 12 mm , water resistantly glued, for in- und outdoor use
- stacking height 9 cm – load capacity 7,5 KN/sqm
- ATTENTION: leg supports and pushing rod in standard execution, alu



groove



tongue

05. system platform 200 x 39 cm NOIR

Art.No. 111 12 0s

- alu frame: groove and tongue profiles, black anodised
- surface E6/C35 15 my acc. to DIN 17611
- all plastic parts black: corner pieces, locking levers, casings, protection caps
- multiplex plywood panel, dark-brown, 12 mm , water resistantly glued, for in- und outdoor use
- stacking height 9 cm – load capacity 7,5 KN/sqm
- ATTENTION: leg supports and pushing rod in standard execution, alu

06. system platform 100 x 39 cm NOIR

Art.No. 111 16 0s

- alu frame: groove and tongue profiles, black anodised
- surface E6/C35 15 my acc. to DIN 17611
- all plastic parts black: corner pieces, locking levers, casings, protection caps
- multiplex plywood panel, dark-brown, 12 mm , water resistantly glued, for in- und outdoor use
- stacking height 9 cm – load capacity 7,5 KN/sqm
- ATTENTION: leg supports and pushing rod in standard execution, alu

07. locking mechanism set Klick-Klack NOIR

Art.No. 101 15 0s

- for short tongue profile, 2 parts
- containing locking lever and casing
- black plastic

08. locking mechanism set Klick-Klack NOIR

Art.No. 101 15 1s

- for long tongue profile, 2 parts
- containing locking lever and casing
- black plastic

09. protection cap for platforms NOIR

Art.No. 101 15 4s

- black plastic

base construction



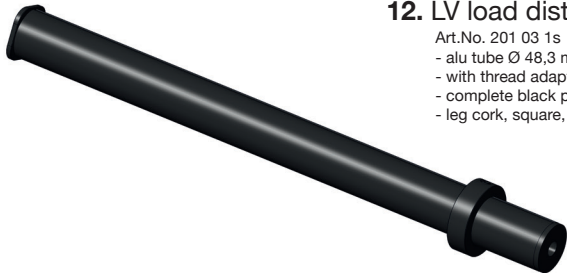
10. LV load distributor leg, for sh: 20 cm NOIR

- Art.No. 201 01 1s
- alu tube Ø 48,3 mm, material thickness 4 mm
- with thread adapter and load ring, steel galvanised
- complete black powder coating, RAL 9005 matte
- leg cork, square, black plastic



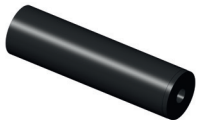
11. LV load distributor leg, for sh: 40 cm NOIR

- Art.No. 201 02 1s
- alu tube Ø 48,3 mm, material thickness 4 mm
- with thread adapter and load ring, steel galvanised
- complete black powder coating, RAL 9005 matte
- leg cork, square, black plastic



12. LV load distributor leg, for sh: 60 cm NOIR

- Art.No. 201 03 1s
- alu tube Ø 48,3 mm, material thickness 4 mm
- with thread adapter and load ring, steel galvanised
- complete black powder coating, RAL 9005 matte
- leg cork, square, black plastic



13. step leg for tier height: 20 cm NOIR

- Art.No. 205 01 0s
- alu tube Ø 48,3 mm, material thickness 4 mm
- with thread adapter, steel galvanised
- complete black powder coating, RAL 9005 matte

accessories



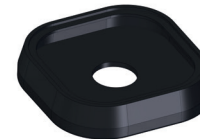
14. support bolt Ø 39 mm NOIR

- Art.No. 401 01 0s
for step legs Ø 48,3 mm
- steel galvanised
- complete black powder coating, RAL 9005 matte, excl. thread
- incl. plastic washer



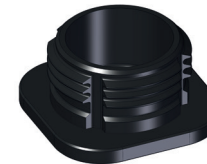
15. leg link 110 mm NOIR

- Art.No. 401 10 0s
for connection of push-on stairway and stage and
for connection of gallery levels with leg distance 110 mm
- steel, galvanised
- black powder coating, RAL 9005 matte
- foil on the inside for protection of leg coating
- round head screw, wing nut and washer gal. ZN black chrom.



16. floor protector for LV leg, square NOIR

- Art.No. 200 06 7s
- essential on slippery and sensible surface like concrete,
parquet flooring and tiles
- hard rubber, skid-proof, black



17. leg cork for LV leg, square NOIR

- Art.No. 200 61 3s
- black plastic

rails stage & gallery



18. safety rail, width: 85 cm NOIR

- Art.No. 301 02 0s
for set up on 100 cm side of stage platform
- height 100 cm
 - hand rail steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. two dilation parts, l: 120 mm Ø 20 mm, black
 - incl. two hex. locking screws M12 x 20 gal.ZN black chrom.



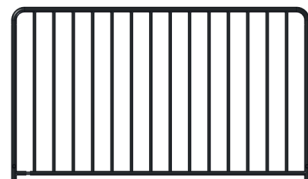
19. safety rail, width:185 cm NOIR

- Art.No. 301 03 0s
for set up on 200 cm side of stage platform
- height 100 cm
 - hand rail steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. two dilation parts, l: 120 mm Ø 20 mm, black
 - incl. two hex. locking screws M12 x 20 gal.ZN black chrom.



20. VERTICAL BAR safety rail, width: 85 cm NOIR

- Art.No. 303 02 0s
for set up on 100 cm side of stage or gallery platform
- height 110 cm
 - hand rail steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. dilation part, l: 120 mm Ø 20 mm, black
 - incl. two hex. locking screws M12 x 20 gal.ZN black chrom.



21. VERTICAL BAR safety rail, width:185 cm NOIR

- Art.No. 303 03 0s
for set up on 200 cm side of stage platform
- height 110 cm
 - hand rail steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. dilation part, l: 120 mm Ø 20 mm, black
 - incl. two hex. locking screws M12 x 20 gal.ZN black chrom.

stairway



22. STAIRWAY safety rail, first part NOIR

- Art.No. 304 01 0s
for set up on first step, tier height 20 cm
- tread: 35 cm
 - height 100 cm
 - hand rail steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. dilation part, l: 95 mm Ø 26 mm, black
 - incl. hex. locking screw M12 x 20 gal.ZN black chrom.



23. STAIRWAY safety rail, middle part NOIR

- Art.No. 304 02 0s
for set up on middle steps, tier height 20 cm
- tread: 35 cm
 - height 100 cm
 - hand rail steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. dilation part, l: 95 mm Ø 26 mm, black
 - incl. hex. locking screw M12 x 20 gal.ZN black chrom.



24. STAIRWAY safety rail, final part 24 cm NOIR

- Art.No. 304 09 0s
for set up on last step, depth: 39 cm of push-on stairway, tier height 20 cm
- tread: 35 cm
 - height 100 cm
 - hand rail steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. two hex. locking screws M12 x 20 gal.ZN black chrom.



25. STAIRWAY safety rail, final part 35 cm NOIR

- Art.No. 304 05 0s
for set up on last step, depth: 50 cm of hook-on stairway, tier height 20 cm
- tread: 35 cm
 - height 100 cm
 - hand rail steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. two hex. locking screws M12 x 20 gal.ZN black chrom.

connection devices



26. safety rail, width: 10 cm **NOIR**

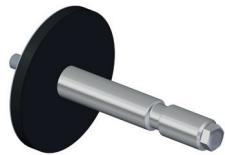
- Art.No. 301 00 4s
for connection of stairway, ramp and stage rails
- height 100 cm
 - steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. hex. locking screw M12 x 20 gal.ZN black chrom.



27. VERTICAL BAR safety rail, width: 10 cm **NOIR**

- Art.No. 303 00 4s
for connection of stairway, ramp and stage rails
- height 110 cm
 - steel tube Ø 33,7 mm , galvanised
 - black powder coating, RAL 9005 matte
 - incl. hex. locking screw M12 x 20 gal.ZN black chrom.

rail accessories



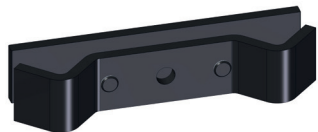
28. rail support bolt Ø 26 mm **NOIR**

- Art.No. 310 01 0s
for connection of stairway, ramp and stage rails
- steel galvanised
 - disc black powder coated RAL 9005 matte
 - incl. plastic washer



31. rail corner link **NOIR**

- Art.No. 310 21 0s
for connection of stage and gallery rails at the back with rails at the side as well as for connection of stairway and ramp rails with stage rails
- steel, galvanised
 - black powder coating, RAL 9005 matte
 - foil on the inside for protection of rail coating
 - round head screw, hex. nut and washer gal. ZN black chrom.



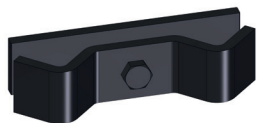
29. rail link 150 mm reinforced **NOIR**

- Art.No. 310 10 5s
for connection of stairway and stage rails and for connection of gallery levels with leg distance 150 mm
- steel, galvanised
 - black powder coating, RAL 9005 matte
 - foil on the inside for protection of rail coating
 - two hex. screws and two add. washers gal. ZN black chrom.



32. hex. screw M12 x 20 **NOIR**

- Art.No. 900 10 6s
for securing rails
- gal. ZN black chrom.



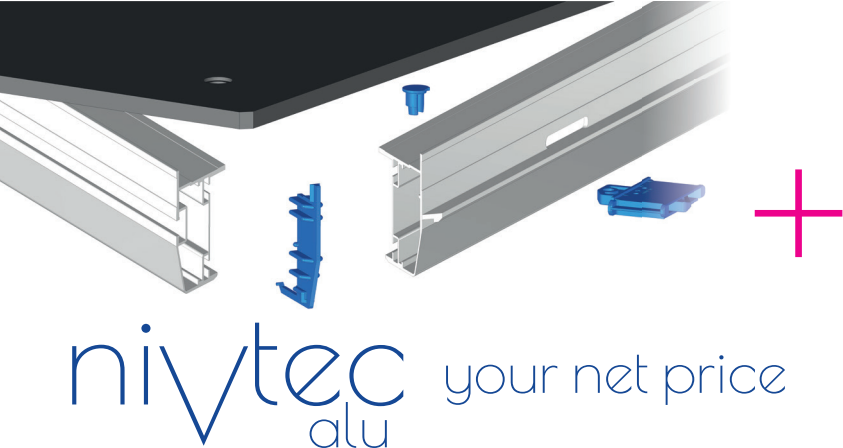
30. rail link 110 mm **NOIR**

- Art.No. 310 11 0s
for connection of stairway and stage rails and for connection of gallery levels with leg distance 110 mm
- steel, galvanised
 - black powder coating, RAL 9005 matte
 - foil on the inside for protection of rail coating
 - hex. screw and add. washers gal. ZN black chrom.

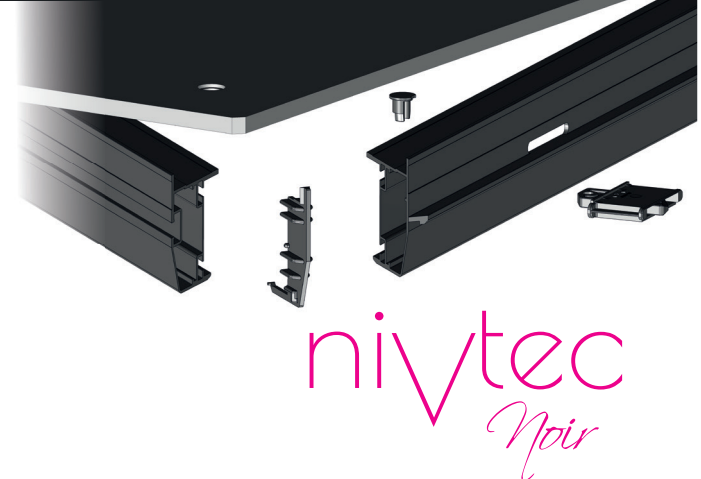


33. repair kit with paint brush **NOIR**

- Art.No. 900 90 8s
- black RAL 9005 matte



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alu your net price



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Noir

the art of staging - the fast road to a black stage!

pos.	art.no.	article name	weight/ kg	protective package/ piece	surcharge/ piece
01	111 01 0s	system platform 200 x 100 cm NOIR	33,00	3,00 €	+ 115,00 €
02	111 05 0s	system platform 100 x 100 cm NOIR	19,50	1,50 €	+ 85,00 €
03	111 02 0s	system platform 200 x 50 cm NOIR	20,00	1,50 €	+ 70,00 €
04	111 06 0s	system platform 100 x 50 cm NOIR	12,00	1,00 €	+ 55,00 €
05	111 12 0s	system platform 200 x 39 cm NOIR	18,00	1,50 €	+ 70,00 €
06	111 16 0s	system platform 100 x 39 cm NOIR	11,00	1,00 €	+ 55,00 €
07	101 15 0s	locking mech. Klick-Klack for short tongue prof. NOIR	0,02	0,00 €	+ 1,50 €
08	101 15 1s	locking mech. Klick-Klack for long tongue prof. NOIR	0,02	0,00 €	+ 1,50 €
09	100 15 4s	protection cap for platforms NOIR	0,01	0,00 €	+ 0,50 €
10	201 01 1s	LV load distributor leg for sh: 20 cm NOIR	0,90	0,50 €	+ 9,00 €
11	201 02 1s	LV load distributor leg for sh: 40 cm NOIR	1,20	1,00 €	+ 11,00 €
12	201 03 1s	LV load distributor leg for sh: 60 cm NOIR	1,50	1,50 €	+ 13,00 €
13	205 01 0s	step leg for tier height: 20 cm NOIR	0,60	0,50 €	+ 7,00 €
14	401 01 0s	support bolt for step leg Ø39 mm NOIR	1,20	0,50 €	+ 11,00 €
15	401 10 0s	leg link 110 mm NOIR	0,80	0,50 €	+ 13,00 €
16	200 06 7s	floor protector for LV-leg square NOIR	0,02	0,00 €	+ 0,50 €
17	200 61 3s	leg cork for LV-leg square NOIR	0,02	0,00 €	+ 0,50 €
18	301 02 0s	safety rail w: 85 cm NOIR	9,80	1,50 €	+ 45,00 €
19	301 03 0s	safety rail w: 185 cm NOIR	14,20	2,50 €	+ 75,00 €
20	303 02 0s	VERTICAL BAR safety rail w: 85 cm NOIR	12,00	2,50 €	+ 55,00 €
21	303 03 0s	VERTICAL BAR safety rail w: 185 cm NOIR	21,60	3,50 €	+ 85,00 €
22	304 01 0s	STAIRWAY safety rail first part NOIR	3,50	1,00 €	+ 25,00 €
23	304 02 0s	STAIRWAY safety rail middle part NOIR	3,80	1,00 €	+ 30,00 €
24	304 09 0s	STAIRWAY safety rail final part 24 cm NOIR	6,00	1,50 €	+ 35,00 €
25	304 05 0s	STAIRWAY safety rail final part 35 cm NOIR	6,20	1,50 €	+ 40,00 €
26	301 00 4s	safety rail w: 10 cm NOIR	3,80	1,00 €	+ 20,00 €
27	303 00 4s	VERTICAL BAR safety rail w: 10 cm NOIR	4,20	1,50 €	+ 25,00 €
28	310 01 0s	rail support bolt Ø26 mm NOIR	1,40	0,50 €	+ 9,00 €
29	310 10 5s	rail link stage 150 mm reinforced NOIR	1,20	0,50 €	+ 13,00 €
30	310 11 0s	rail link gallery 110 mm NOIR	0,80	0,50 €	+ 12,00 €
31	310 21 0s	rail corner link NOIR	0,80	0,50 €	+ 15,00 €
32	900 10 6s	hexagonal screw M12 x 20 for NOIR	0,14	0,00 €	+ 0,50 €
33	900 90 8s	repair kit with paint brush NOIR	0,15	0,00 €	+ 18,00 €

surcharge platforms, items 01 – 06: minimum quantity 6 pcs.,
for smaller quantities preproduction
and ext. transport charges 50,00 € flat

surcharge rails, items 18 – 27: minimum quantity 12 pcs.,
for smaller quantities preproduction
and ext. transport charges 50,00 € flat

surcharge legs, items 10 – 12: minimum quantity 12 pcs.,
for smaller quantities preproduction
and ext. transport charges 25,00 € flat

surcharge accessories, items 13 – 15: minimum quantity 24 pcs.,
and for items 28 – 31: for smaller quantities preproduction
and ext. transport charges 25,00 € flat

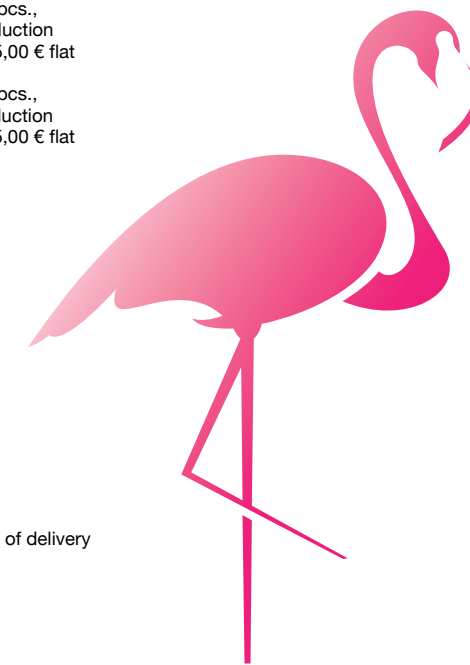
Charges for protection packing of platforms are cancelled
in case sufficient platform trolleys are included in the order.

Charges for protection packing of rails are cancelled
in case sufficient rail trolleys are included in the order.

Charges for protection packing of legs are cancelled
in case sufficient leg trolleys are included in the order.

Subject to technical modifications!
Weight discrepancies within usual tolerance limits possible!
Special arrangements for considerable quantities possible!
This price list is based on our GTC listed on last pages.

Prices: not discountable
plus currently valid VAT
Delivery: ex works, acc. to our terms of delivery
Time of Delivery / Terms of Payment: to be agreed upon
Validity: from 04.04.2025



General Terms and Conditions of Sales, Delivery and Payment (GTC) as of 2025 of the company nivtec-flexibel Bühnensysteme GmbH, valid from July 23, 2023

1. Scope

1.1 All deliveries by us are made on the basis of these Terms and Conditions. They apply to all offers, acceptances, and agreements. Our Terms and Conditions remain in effect for the entire duration of the business relationship upon placing an order or accepting delivery by the buyer. The version of the Terms and Conditions valid at the time of contract conclusion shall be decisive.

1.2 Our Terms and Conditions shall apply exclusively. Contrary or differing (including additional) Terms and conditions of the buyer or third parties shall not be applicable, even if we do not expressly object to their validity in individual cases, unless we have explicitly acknowledged them in writing. Even if we deliver unconditionally or refer to a letter that contains the buyer's or a third party's terms and conditions, which are contrary or different, such actions do not imply consent to the validity of those terms and conditions.

1.3 The Terms and Conditions apply to buyers in their capacity as entrepreneurs. An entrepreneur, according to § 14 of the German Civil Code (BGB), is a natural or legal person or a legal partnership with legal capacity, who acts in the conclusion of a legal transaction in the exercise of their commercial or independent professional activity. In this context, companies are also equated with legal entities under public law and public-law special funds.

2. Offers, Conclusion of Contract

2.1 If an acceptance period is not expressly specified in our offers, the offers shall be deemed non-binding price information. A contract is only concluded when an order is executed through our written order confirmation, unconditional delivery, or invoicing.

2.2 We reserve the right to accept orders or contracts within 14 days upon receipt.

2.3 The written purchase contract, including these Terms and Conditions, shall solely govern the legal relationship between us and the buyer. It represents all agreements between the contracting parties regarding the subject matter of the contract in its entirety. Oral commitments made by us prior to the conclusion of this contract are legally non-binding, and any oral agreements between the contracting parties shall be replaced by the written contract unless expressly agreed otherwise by the contracting parties.

2.4 Unless expressly confirmed in writing, our information regarding the subject matter of the delivery or service (e.g., weights, dimensions, utility values, load-bearing capacity, tolerances, and technical data) as well as representations thereof (e.g., drawings and illustrations) are only approximate, unless exact conformity is required for the contractual intended purpose.

2.5 If the contract is based on measurements that were not taken by us, the buyer bears the risk of inaccuracies in the measurements. Our obligation is limited exclusively to the delivery of the contractually agreed-upon goods.

2.6 We would like to inform you that, except for the assembly instructions, there is no entitlement to receive documentation (including structural calculations and test reports) upon purchasing our products.

2.7 Documents required for obtaining construction permits for nivtec stages and galleries (including structural calculations and test reports) can be provided, subject to the condition that the customer agrees to a separate term of use agreement to the extent that we are legally and practically able to do so. A formal request must be made in writing, specifying the substructure and accessory components used. Please note that processing typically takes a minimum of approximately 4-8 weeks. The documents provided in this context are exclusively intended for submission to the relevant authorities. The buyer may not disclose, share, use, or reproduce these documents, either in their entirety or in part, with third parties.

2.8 We reserve ownership or copyright of all offers, cost estimates, drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids provided to the buyer. The buyer may not disclose, share, use, or reproduce these items, either in their entirety or in part, with third parties without our explicit consent. Upon request by the seller, the buyer shall return these items in their entirety and destroy any copies made if they are no longer needed in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. However, this does not apply to the storage of electronically provided data for the purpose of regular data backup.

3. Prices

3.1 The prices apply to the scope of services and delivery specified in the order confirmations. Additional or special services will be charged separately. The prices are stated in EUR ex works, excluding packaging and freight, and are subject to the applicable value-added tax for domestic deliveries. For export deliveries, additional charges such as customs duties, fees, and other public charges apply.

3.2 If no other agreements have been made, our list prices from stock or delivery plant apply. If the delivery is scheduled to take place more than four months after the conclusion of the contract, the seller's list prices valid at the time of delivery apply (minus any agreed-upon percentage or fixed discount).

3.3 Price changes due to changes in quantity or scope are reserved.

3.4 The buyer shall bear any costs for permits or structural inspections.

3.5 Unless otherwise agreed, fixed-price agreements only apply to the pure material cost. Additional or reduced quantities may result in price increases or reductions. Fixed-price agreements expire no later than six months from the date of agreement, unless otherwise specified. Special parts are typically supplied at fixed prices. Orders for special parts cannot be revoked after the order confirmation has been issued.

4. Payments

4.1 We only deliver upon receipt of advance payment, unless otherwise agreed in writing. If advance payment has been agreed upon and no payment has been made by the day of delivery, the driver is not authorized to load the goods. Any resulting additional costs are to be borne by the buyer. If partial payments have been agreed upon, the goods will only be handed over after the full purchase price has been paid.

4.2 Deviation from the advance payment requirement is only possible in exceptional cases and requires a written agreement. In the case of cash sales, payment is due immediately upon receipt of the goods.

4.3 We are entitled to credit payments first towards costs and interest, and then towards our oldest claim.

4.4 Payment by check or promissory note is excluded unless specifically agreed upon separately in individual cases. If accepted, checks or promissory notes will be accepted for payment purposes only, and the costs of discounting, taxation, and depositing shall be borne by the buyer.

4.5 If the buyer fails to make payment when due, the outstanding amounts shall accrue interest at a rate of 5% per annum from the due date onwards. The assertion of higher interest rates and further damages in the event of default remains unaffected.

5. Delivery

5.1 Deliveries are made ex works.

5.2 Any deadlines and dates for deliveries and services provided by us are always approximate unless expressly promised or agreed upon as fixed deadlines or dates. If shipment has been agreed upon, delivery deadlines and delivery dates, unless expressly stated otherwise by us, refer to the time of handover to the carrier, freight forwarder, or any other third party commissioned with transportation.

5.3 Without prejudice to our rights arising from the buyer's default, we may demand an extension of delivery and performance deadlines or a postponement of delivery and performance dates from the buyer for the period in which the buyer fails to fulfill its contractual obligations towards us. This explicitly applies to the receipt of documents to be provided by the buyer and the communication of binding measurements to us.

5.4 We shall not be liable for impossibility of delivery or delivery delays to the extent that they are caused by force majeure or other unforeseeable events at the time of contract conclusion (e.g., operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortage of labor, energy or raw materials, difficulties in obtaining necessary regulatory approvals, pandemics or epidemics, governmental measures, or non-delivery, incorrect delivery, or untimely delivery by suppliers despite a congruent covering transaction concluded by the seller) that are beyond our control. If such events significantly impede or render the delivery or performance substantially impossible and the hindrance is not merely of a temporary nature, we shall be entitled to withdraw from the contract. In the case of temporary obstacles, the delivery or performance deadlines shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable lead time. If the buyer is no longer expected to adhere to the purchase contract due to the delay, they may withdraw from the contract by promptly notifying us in writing.

5.5 We are only authorized to make partial deliveries if:
- The partial delivery is usable for the buyer within the scope of the contractual purpose.
- The delivery of the remaining ordered goods is ensured.
The buyer does not incur significant additional effort or costs as a result (unless we agree to bear these costs).

5.6 The buyer is responsible for ensuring that the necessary conditions for delivery are met at the agreed upon time. This includes, in particular, the removal of old equipment, the protection of marble or artificial stone countertops, tiles, and furnishings to prevent breakage and damage, as well as the provision of scaffolding and electrical connections if required.

5.7 If we are delayed in delivering goods or performing services, or if delivery or performance becomes impossible for any reason, our liability for damages is limited according to the provisions of Section 11 of these terms and conditions.

6. Termination and Assignment

6.1 If the buyer has provided false information about their creditworthiness, or if their financial situation significantly deteriorates after the conclusion of the contract, or if they fall behind in fulfilling their obligations from previous transactions, we are entitled to withdraw from the contract. In this case, any outstanding claims from previous transactions become immediately due and payable. If it is determined during the examination of the statics or the on-site measurements that the installation is not possible as intended for technical reasons, we may withdraw from the contract without the buyer being entitled to compensation.

6.2 If the buyer cancels the contract with our consent before the production of the ordered goods, we are entitled to claim compensation amounting to 30% of the gross order value as a lump-sum damages, unless the buyer can demonstrate that the actual damages (costs and lost profits) incurred due to the cancellation are lower.

6.3 The transfer of the buyer's rights under the contract to a third party requires our approval.

General Terms and Conditions of Sales, Delivery and Payment (GTC) as of 2025 of the company nivtec-flexibel Bühnensysteme GmbH, valid from July 23, 2023

7. Delivery, Shipping, and Transfer of Risk

7.1 The place of performance for all obligations arising from the contractual relationship is Remscheid, unless otherwise specified. If we are also responsible for the installation, the place of performance is the location where the installation is to be carried out.

7.2 The shipping method and packaging are subject to our reasonable discretion.

7.3 If shipment of the goods has been agreed upon and we have not assumed responsibility for transportation or installation, the risk passes to the buyer no later than the handover of the delivery item (with the commencement of the loading process being decisive) to the carrier, freight forwarder, or any other third party designated to carry out the shipment. If the shipment or handover is delayed due to circumstances caused by the buyer, the risk passes to the buyer from the day on which the delivery item is ready for shipment and we have notified the buyer accordingly.

7.4 The buyer bears the storage costs after the transfer of risk. In case we undertake the storage, the storage costs amount to 0.25% of the invoice amount of the goods to be stored per elapsed week. We reserve the right to claim and provide evidence of further or lower storage costs.

7.5 The shipment will only be insured against theft, breakage, transportation, fire, water damage, or other insurable risks upon the explicit request of the buyer and at their expense.

7.6 Pallets and similar packaging and transportation materials are provided only for a fee.

8. Retention of Title

8.1 The following agreed retention of title serves as security for all current and future claims of ours against the buyer arising from the existing supply relationship between the contracting parties regarding nivtec stages and galleries.

8.2 The goods delivered by us to the buyer shall remain our property until full payment of all secured claims. The goods, as well as any replacements that may come into their place according to the following provisions and fall under the retention of title, shall hereinafter be referred to as "reserved goods."

8.3 The buyer shall store the reserved goods for us free of charge.

8.4 The buyer is entitled to process and sell the reserved goods in the ordinary course of business until the occurrence of the realization event (Clause 8.9). Pledging and transfer of ownership by way of security are prohibited.

8.5 If the buyer processes the reserved goods, it is agreed that the processing is carried out in our name and for our account as the manufacturer. We shall directly acquire ownership or, if the processing involves materials from several owners or the value of the processed item is higher than the value of the reserved goods, co-ownership (fractional ownership) of the newly created item in proportion to the value of the reserved goods compared to the value of the newly created item. In the event that no such ownership transfer occurs, the buyer hereby transfers its future ownership or co-ownership of the newly created item to us as security in the aforementioned proportion. If the reserved goods are combined or inseparably mixed with other items to form a single entity and one of the items is to be considered the main item, resulting in either us or the buyer acquiring sole ownership, the party that owns the main item shall transfer proportional co-ownership of the unified entity to the other party in the proportion mentioned in Sentence 1.

8.6 In the event of further resale of the reserved goods, the buyer hereby assigns to us, as security, the resulting claim against the purchaser, in proportion to our co-ownership share if applicable. The same applies to other claims that replace the reserved goods or arise in relation to the reserved goods, such as insurance claims or claims for damages in case of loss or destruction. We grant the buyer a revocable authorization to collect the assigned claims in its own name. We may only revoke this authorization in the event of realization.

8.7 If third parties, in particular through seizure, access the reserved goods, the buyer shall immediately notify them of our ownership and inform us accordingly to enable us to enforce our property rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this context, the buyer shall be liable for such costs.

8.8 We will release the reserved goods as well as the items or claims replacing them to the extent that their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released in this case is at our discretion.

8.9 In the event of the buyer's contractual breach, especially in case of payment default, if we withdraw from the contract (enforcement case), we are entitled to demand the return of the reserved goods.

9. Warranty

9.1 The statutory warranty period applies.

9.2 The delivered items must be promptly examined by the buyer or the third party designated by the buyer, and any apparent defects or other defects that would have been detectable through prompt and careful examination shall be deemed approved by the buyer if we do not receive a written notice of defects within seven working days after delivery. With regard to other defects, the delivered items shall be deemed approved by the buyer if we do not receive a notice of defects within seven working days after the defect becomes apparent; however, if the defect was already obvious during normal use at an earlier point in time, that earlier point in time shall be decisive for the start of the notice period. Upon our request, a disputed delivered item must be returned to us free of charge. In the case of justified notice of defects, we will reimburse the costs of the most economical shipping method; this does not apply if the costs increase because the delivered item is located in a place other than the intended place of use.

9.3 In the event of material defects in the delivered items, we are obligated and entitled, at our own discretion and within a reasonable period of time, to either remedy the defect or make a replacement delivery. If these remedies fail, meaning that it is impossible, unreasonable, refused, or unreasonably delayed to remedy the defect or make a replacement delivery, the buyer may choose to either withdraw from the contract or reduce the purchase price appropriately.

9.4 If a defect is attributable to our fault, the buyer may, under the conditions specified in Clause 11, claim damages.

9.5 The warranty shall be void if the buyer, without our consent, modifies or has the delivered item modified by third parties, and as a result, the rectification of defects becomes impossible or unreasonably difficult. In any case, the buyer shall bear the additional costs incurred for rectifying the defects due to such modifications.

9.6 The delivery of used items, as agreed upon with the buyer in individual cases, is made without any warranty for defects in the goods.

10. Validity of our Certificates, Expiration in case of non-approved joint use of components from other manufacturers

10.1 Our certificates for nivtec stages and galleries are only valid if the mentioned original nivtec parts and the specified scaffold components in our assembly instructions and product descriptions are exclusively used, and if the installation is carried out according to our guidelines.

10.2 Components from other manufacturers are used during the installation that are not specified scaffold components as indicated in our assembly instructions and product descriptions, the certificates are considered void in their entirety. This applies even if the components from other manufacturers have their own approvals. Without a valid certificate, the operator bears sole responsibility for the safe operation of such stages and galleries.

11. Compensation, Liability Limitations, and Exclusions

11.1 We are liable without limitation for intent, gross negligence, and in cases of deceit. In the event of slight negligence, we are liable only for the breach of a duty that is of essential importance for the achievement of the contractual purpose (cardinal obligation), limited to the typically foreseeable damage. Regardless of the legal basis, we assume no further liability unless otherwise agreed. The aforementioned limitations and exclusions of liability do not apply to claims for damages arising from injury to life, body, or health, as well as claims under the Product Liability Act. To the extent that our liability is limited or excluded, the personal liability of our agents and employees for performance and execution is also limited or excluded.

11.2 Any other or additional claims by the buyer, regardless of their legal basis, are excluded to the extent permitted by law. This applies in particular to claims for damages, unless the damage was caused intentionally or through gross negligence. This limitation of liability also applies to the personal liability of our employees and agents. The limitation of liability does not apply to claims for damages based on warranties intended to protect the buyer against the risk of consequential damages resulting from defects. Our liability is limited to the foreseeable damage at the time of contract conclusion.

12. Miscellaneous

12.1 The place of performance is the registered office of our company.

12.2 The exclusive place of jurisdiction for all disputes arising from contractual relationships with merchants, legal entities under public law, or public-law special funds, regardless of the legal basis and nature of the claim, shall be the registered office of our company. However, we reserve the right to sue the buyer at any other competent place of jurisdiction for them.

12.3 Legal relationships and legal transactions between us and the buyer are exclusively subject to German law, excluding the referal norms of international private law as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.4 If individual provisions of these terms and conditions are or become ineffective or unenforceable, this does not affect the validity of the remaining provisions.