

General Terms of AV Egloff Rental Contracts

1. Scope

- 1.1 The following general terms and conditions govern the conclusion, content and execution of contracts for services and rentals. They apply to all business transactions between AV EGLOFF and its clients. Any modification of these terms is not valid without the express written consent of AV EGLOFF.

2. Offers

- 2.1 Offers are prepared by AV Egloff at no charge to the client, unless otherwise indicated in a request for an offer. Each offer is limited to the duration of time specified in the offer.
- 2.2 Should the client, after having accepted an offer, request that the services indicated therein be expanded, the corresponding expenses incurred by AV EGLOFF as well as charges for an agreed time expenditure shall be paid separately by the client. These additional expenses and charges shall be calculated upon completion of the work. In the case of equipment rentals, the invoice shall be prepared upon return of the equipment.

3. Conclusion of Contract

- 3.1 A contract is deemed concluded, when the confirmation of order / offer has been signed by the client or when a purchase order which the client has placed with AV EGLOFF has been confirmed in writing by the client.
- 3.2 Should the order be in the form of a confirmation of order / offer, the signatory or the signatory's legally designated representative is deemed to be the contracting party and is fully responsible for all claims made by AV EGLOFF. This also applies in case the delivery address is not identical to that of the lessee.
- 3.3 The client must be of legal age of consent and possess power of signature.

4. Prices

- 4.1 AV EGLOFF's prices are in accordance with valid price lists in Swiss francs (CHF). Excluded are legally required value added taxes (VAT) as well as packing, shipping, insurance and customs costs, so far as no other written agreement is in effect.

5. Payments, Interest and Deposits

- 5.1 Time of payment of the price stated in the contract is:
50% by signing the contract
30% on the delivery date
20% 2 days before the rental contract ends.
- 5.2 The deadline for payment is governed by the binding terms of payment as stated in AV EGLOFF's confirmation of order / offer and § 5.1 of this "General Terms of Rental Contracts".
- 5.3 A charge of 5% interest shall be applied to payments made after the deadline.
- 5.4 AV EGLOFF is entitled to a deposit up to the current value of the rental equipment.
- 5.5 The total fee for pick-up rentals is to be paid at the time of pick up directly.

6. Contract Cancellation / Withdrawal by Client

- 6.1 Should a contract be cancelled for any reason, the client is obliged to pay AV EGLOFF a lump sum compensation for damages in accordance with the following stipulations:
Cancellation up to 30 days before the start of the contract: 12% of the total amount
Cancellation up to 20 days before the start of the contract: 24% of the total amount
Cancellation up to 10 days before the start of the contract: 52% of the total amount
Cancellation up to 03 days before the start of the contract: 77% of the total amount
Cancellations within 03 days of the start of the contact: 100% of the total amount
Preparatory work which has already been executed as well as specially ordered or specially made materials, equipment and accessories shall, without exception, be fully charged. Rental losses resulting from the original rental reservations shall be charged to the client.

7. Meals / Expenses

- 7.1 The client is to provide AV EGLOFF personnel on site with meals and beverages in sufficient quantity and of sufficient quality. An expense allowance in the amount of 85 CHF per person/day shall otherwise be charged.

8. Rental Period

- 8.1 The rental period as stipulated in the contract is binding. Should there be a delay in returning the rental equipment, the rental contract shall be extended automatically and the client shall be obliged to pay not only the additional rental fees in accordance with AV EGLOFF rental price lists but also any resultant damages.

9. Ownership / Condition of Rental Equipment / Deployment of Equipment and Location???

- 9.1 The rental equipment is the property of AV EGLOFF. Company logos and lettering on the equipment may not be removed, covered or pasted over.

- 9.2 Before its release to a client, each piece of equipment is checked thoroughly by AV EGLOFF and is in proper working order, as acknowledged by the client's signature on the delivery slip. During the rental period, unexpected defects or breakdowns may occur; for this reasons, any claims by the client shall be wavered. Should a service provided by AV EGLOFF not meet the client's expectations, the client is obliged to report it immediately; claims beyond this extent are not recognized. Belated complaints cannot be accepted.
- 9.3 The client is obliged to handle the rental equipment with care. Should the equipment be used for any applications other than what is normal, the client shall be liable for damages. After usage, the equipment is to be returned in its entirety and in clean, orderly condition.
- 9.4 AV EGLOFF is to be given details of the location in which the rental equipment shall be used. During outdoor events, the client is responsible for keeping the rental equipment sheltered and protected. The client must adhere strictly to the operational instructions provided. AV EGLOFF assumes no liability for damages or injuries arising through use of the rental equipment.
- 10. Rentals to Third Parties / Subleasing**
- 10.1 Rental of the equipment to third parties is not permitted without *written* consent from AV EGLOFF.
- 11. Damages Arising from Equipment Malfunction or Failure**
- AV EGLOFF accepts no liability for damages to the client or third parties arising from malfunction or failure of the rental equipment. In case of serious malfunctions, AV EGLOFF shall make every effort to replace the rental equipment specified in the contract with functionally equivalent equipment and to inform the client as quickly as possible.
- 12. Shipment of Rental Equipment**
- 12.1 Shipping shall be arranged by a transport company authorized by AV EGLOFF. The costs incurred shall be borne by the client.
- 13. Insurance / Replacement**
- 13.1 Insurance of the rental equipment against all risks from the time of takeover to return is the responsibility of the client. AV EGLOFF assumes no responsibility for any damages *during shipping*. The client is liable even if he/she is personally not at fault.
- 14. Damaged Rental Equipment / Repairs**
- 14.1 The client shall notify AV EGLOFF immediately of any defects, missing parts or losses. The cost of repairing or replacing damaged or soiled rental equipment shall be charged to the client.
- 14.2 The client is prohibited from making changes or repairs of any kind to the rental equipment.
- 15. Return of Rental Equipment / Early Returns**
- 15.1 Upon its return, rental equipment shall be checked thoroughly by AV EGLOFF. During the four-day period following the return of defective equipment, AV Egloff reserves the right to seek regress from the client. All related costs of repair shall be charged to the client.
- 15.2 The client is not entitled to a refund should the rental equipment be returned before the end of the rental period specified in the contract.
- 16. Special Requirements**
- 16.1 The rental equipment is not always brand new; thus minor damages or slight soiling is unavoidable. Special requirements pertaining to the condition and cleanness of the equipment must be arranged expressly before the start of the rental period.
- 17. Sale of Rental Material**
- 17.1 New or used equipment and material sold by AV EGLOFF to the client shall remain the property of AV EGLOFF until full payment has been received.
- 18.1 Licences and Permits**
- 18.1 During operation of rented audio systems, visual systems as well as UHF installations, image and sound reproductions may be used only under the conditions stipulated by the respective licence holders. Performing licences and permits are to be obtained by the client and all fees, including SUIA and BAKOM, are to be settled and paid for at the client's own expense. Should image and sound material or software be used in violation of the rights of a licence holder, the client exempts AV EGLOFF of all claims for damages filed by the licence holder.
- 19. Effectiveness/ Court of Jurisdiction**
- 19.1 The exclusive court of jurisdiction is that of AV EGLOFF headquarters.
- 19.2 All business transactions are conducted in compliance with Swiss law.