



Service / **Delivery and payment**

General Terms and Conditions for the Rental Agreement of EVEX Rental GmbH, CH-Pratteln

A. Scope of Validity

1. The Hire Company provides its quotations, deliveries and services only on the basis of these Terms and Conditions. The use of any of the Hirer's own terms is hereby expressly excluded.
2. Additions, amendments or auxiliary agreements are only legally valid if they have been confirmed in writing by the Hire Company.
3. Should one provision of these Terms and Conditions, or a provision within the framework of other applicable agreements, become invalid or ineffective, this does not affect the validity of all the other provisions.

B. Rental Item

1. The rental items are the items of furniture and technical equipment listed in the order confirmation as well as other accessory parts.
2. The rental items are owned by the Hire Company.
3. The Hirer is obliged to notify the Hire Company immediately by registered letter of any seizure or retention of a rental item or any initiation of bankruptcy proceedings against him, and notify the competent debt enforcement or bankruptcy office that the Hire Company is the owner.
4. The rental items are placed at the disposal of the Hirer solely for the agreed purpose (i.e. for their usual use at the agreed event/trade fair) and for the duration of the rental period. Other forms of use during the rental period are not permitted.
5. A subsequent use of the rental items beyond the agreed return date is not permitted, unless a follow-up agreement has been concluded with the Hire Company.
6. The Hirer is obliged to insure the rented items against theft during the rental period.

C. Rental Period



1. The rental item is made available for the duration of the event/trade fair. Commenced partial days are counted as full days of hire.
2. The rental period starts from the time when the rental item is handed over to the Hirer.
3. The rental period ends at the time agreed for the return or when the returned item has been received.

D. Rental Prices

1. Quotations of the Hire Company are non-binding and require the written confirmation of the Hire Company to become valid.
2. All the agreed prices are net prices and exclusive of VAT at the current valid rate. In the case of transactions in other countries, the Hire Company reserves the right to apply the VAT at the rate valid at the time.
3. The agreed trade-fair prices generally include the costs for the delivery and collection of the rental item to and from the event location, unless a price not including delivery is expressly agreed on.
4. The laying out and arranging of the hired furniture is not included in the hire price and is billed separately.
5. The prices do not include any discounts.
6. The rent is due at the end of the rental period or at the agreed payment time.
7. Hire Company reserves the right to only deliver on payment in advance.

E. Delivery

1. Delivery time a. In the case of events/trade fairs supplied by the Hire Company free of transport charges, the delivery is made as a consolidated shipment, for which the delivery time is specified by the Hire Company. The Hire Company warrants that the delivery will be made before the start of the event/trade fair. If the Hirer specially arranges for the delivery to be made at some other time, he shall bear the costs for this. b. Otherwise the delivery of the rental items will be made at the agreed time. If no definite time has been agreed, the delivery is to be made before the start of the event/trade fair. c. The setting of fixed specific delivery times requires the express agreement and written confirmation of the Hire Company.
2. Delivery problems and transfer of risk a. If the delivery is executed by the Hire Company, then if there are disruptions due to force majeure that make the delivery much more difficult



or impossible for it to carry out, the Hire Company shall not be held liable for any delays extending beyond the agreed dates and deadlines. The transport is subject to the terms and conditions of the shipping company in the version valid at the time. b. If the task of delivery has been assigned to a third party, then the passing of risk already takes place at the time of handing over the rental item to the third party.

3. The Hire Company reserves the right to supply, in exceptional cases, articles of equal value or higher quality, at the same price as the originally ordered goods, instead of the ordered goods.

F. Handover of the Goods

1. The Hire Company undertakes to deliver the rental items in a satisfactory condition suitable for their intended purpose, at the agreed delivery location and at the agreed time. If it is not possible to hand over the goods to the person directly because the Hirer's representative is absent, the Hire Company's agent is entitled to leave the rental items at the place of delivery. The risk and due diligence of the Hirer start from the time the rental item has been delivered to the delivery location, but not earlier than the time of the agreed handover.
2. The Hirer is obliged to check, immediately after the delivery, that the rental items are in a satisfactory condition and the delivery is complete.
3. The normal signs of wear resulting from the use of the goods as rental items do not constitute any grounds for complaint.
4. Any complaints by the Hirer concerning performance that does not comply with the contract must be made within 24 hours. Complaints made after this time will not be accepted.
5. In the event of defects in technical devices, the Hire Company guarantees to provide an on-site repair service, or a replacement in the case of devices that cannot be repaired, when the complaint is made on time within 24 hours. In the event of a repair being unsuccessful the defective device will be replaced. This guarantee is limited to sites within Switzerland and Germany. If the defects are the fault of the Hirer or his legal representative or vicarious agents, then the Hirer is to bear the costs of the repair or the replacement.
6. The liability of the Hire Company is limited to the delivery of a defect-free replacement, provided the complaint was justified and was made on time. All further claims of the Hirer are expressly excluded, as far as this is permitted by law. In particular the Hirer does not have any claim to rescission, reduction in price or any kind of compensation for direct or indirect loss or damages or consequential damages, that are caused to him or to third parties.



7. If the ordered rental items are not accepted by the Hirer at the time of handover due to reasons for which EVEX Rental GmbH is not to be held responsible, then 50% of the gross price, but not less than CHF 100.00 plus costs, will be charged.

G. Return of the Goods

1. The Hirer shall make the rental items ready and accessible for collection at the end of the rental period.
2. The Hirer is obliged to safeguard the rental items against loss and damage for a period up to 48 hours after the end of the rental period.
3. If the rental items are not returned on time, the Hire Company may demand rent at the agreed rate for the period the items are retained, as compensation. This does not exclude the possibility of further compensation for damages.
4. If the rental items are returned early, this does not lead to the termination of the rental contract and does not release the Hirer from his duties of safeguarding the items as stated in paragraph 2. Any additional costs incurred due an early return are to be borne by the Hirer.

H. Liability of the Hirer

1. The Hirer is liable for loss or damages during the rental period. He shall inform the Hire Company immediately of any damage to the rental item. The same applies if the rental item is stolen or if third parties assert rights to this item in any form.
2. The Hirer bears liability for rental items that have been lost, in the amount of the replacement value. For damages that are not merely due to the normal wear of the rental item, the Hirer shall refund the cost of repair, up to the amount of the replacement value.

I. Liability of the Hirer

1. Liability on the part of the Hire Company, his legal representative and his vicarious agents is excluded, unless a. damages caused by injury to life, limb or health are due to a negligent breach of duty of the Hire Company or an intentional or negligent breach of duty of a legal representative or vicarious agent, or b. there are other damages due to a grossly negligent



breach of duty of the Hire Company or an intentional or grossly negligent breach of duty of a legal representative or vicarious agent.

2. The Hire Company is not liable for damages that do not bear any relation to the renting out of the rental items.

J. Right to Terminate the Agreement

1. Termination of the rental agreement is only possible when based on a breach of duty by the Hire Company.
2. If the Hirer refuses the performance of the agreement before the start of the hire, and if the Hire Company is not to be held liable for the reasons for this, then the Hirer is still obliged to pay the agreed rental price and transport costs. This sum is reduced, however, by the amount that the Hire Company has saved due to non-performance.
3. After the hire has started, the Hirer is only entitled to give notice of termination if the defects are due to a breach of duty on the part of the Hire Company, and the complaint about the defects has been made on time, and a repair by the Hire Company has not been successful.

K. Miscellaneous

1. The rental agreement and all disputes that may arise in connection with it are subject exclusively to Swiss law in every case. The place of performance and jurisdiction for both contractual parties is Basel.
2. In the event of a legal dispute only the original version of the present Terms and Conditions in German is valid.