

## Terms and Conditions of Business of Rental Department (Mietservice)

### 1 Liability for rented material

1.0 The rented equipment including all accessories such as spare lamps, batteries, operating instructions, software, packaging etc. are owned by Bluetrac AG. The ownership shall not be affected by the rental agreement.

1.1 The Customer shall assume liability for the rented equipment from the time of that it is taken over or from the start of the transport from the warehouse exit at the domicile of Bluetrac AG and up until the time that it is returned or until the end of the transport at the warehouse entrance at the domicile of Bluetrac Ltd. He shall be fully liable for any possible damage (harm caused to the equipment through improper handling, by any third party, during transportation, unsuitable placement, utilisation out-of-doors etc.) as well as for losses including theft; insurance payments made to Bluetrac Ltd shall be offset.

1.2 Any possible damage caused by transportation must be reported immediately by the Customer or by any third party acting in his name (dry hire) to the dispatcher (post office, railway, shipping agent etc.) at the time of delivery, whereby the entire contents and the packaging must be presented. Furthermore, the damage must also be reported without delay to Bluetrac Ltd.

1.3 Customers who collect the equipment themselves, or third parties or shipping agents acting in the name of the Customer (dry hire), shall confirm by signing the order confirmation or the delivery note that they have checked that the scope of the delivery is complete and that the equipment is in perfect condition. Defects reported retrospectively cannot be accepted by Bluetrac Ltd.

1.4 By signing the order confirmation in advance, the Customer, in his capacity as the recipient of a service which generally also includes the hiring out of equipment, confirms that the described equipment and services correspond to the agreed scope. By signing the delivery subsequent to the rendering of the service, the Customer confirms the following:

- complete and faultless performance with respect to the entire scope;
- fulfilment of the order;
- confirmation concerning any possible additional expenses (overtime, equipment etc.);
- complete return of the material;
- receipt of the complete and faultlessly rendered material for the Customer in accordance with the order.

Should the Customer not sign the delivery note following the rendering of the performance, irrespective of the reasons which led to this omission (e.g. absence, etc.), then the services rendered by Bluetrac Ltd shall be deemed to have been faultless and completely fulfilled if Bluetrac Ltd does not receive a written and substantiated complaint from the Customer within 5 working days.

1.5 Claims for direct or indirect losses suffered by the Customer as the consequence of a service rendered by Bluetrac Ltd shall be excluded; third-party claims for compensation shall likewise be excluded.

1.6 In the event of the Customer hiring out or lending the rented object owned by Bluetrac Ltd to a third party (e.g. his customer), then he shall be liable vis-à-vis Bluetrac Ltd.

The assertion and enforcement of claims by Bluetrac Ltd vis-à-vis third parties shall remain reserved.

1.7 An agreement shall be deemed to have been concluded, when the written order confirmation issued by Bluetrac Ltd has been confirmed by the Customer in writing or when an order placed by the Customer has been confirmed in writing by Bluetrac Ltd with legal effect.

In the event of the order being placed in the form of an order confirmation, then the signatory or the legal entity represented by the signatory shall also be deemed the contracting party, and shall be liable in full for any possible claims vis-à-vis Bluetrac Ltd. This shall also apply if the delivery address is not identical with that of the hirer, or if a third party is the beneficiary of a performance or equipment hire.

1.8 The Customer shall be invoiced for equipment which is damaged or not returned on the basis of the price of replacement or restoration.

1.9 Any form of amendment and inadmissible manipulation of the equipment by the Customer or by any third party is not permitted.

1.10 In the case of Customers who collect the equipment themselves, or third parties or shipping agents who collect the equipment (dry hire), it shall be assumed that the operation of the equipment is familiar. In the case of improper handling or an operating error which results in the need for customer support staff (Pikett) to be dispatched, the cost thereof shall be charged to the Customer. The provisions of the customer support service shall be deemed an integral part of the agreement (Pikett).

1.11 With respect to Customers who collect the equipment themselves, or who cause the equipment to be collected by third parties or shipping agents (dry hire), if a request is made concerning instructions prior to the handing over of the hired equipment, then Bluetrac Ltd shall reserve the right to invoice this separately.

1.12 Company labels, company logos and inscriptions, reference numbers, standard plates and other markings of the manufacturer or of Bluetrac Ltd may not be removed, covered or concealed. Damaged or absent inscriptions or logos shall be replaced at the expense of the Customer.

- 1.13 In the case of repairs being necessary during the hire period, these must either be performed by AV Ganz AG, or the equipment must be presented to a third party nominated by Bluetrac Ltd for this purpose. In the event of the Customer not being responsible for the repairs, then the cost thereof shall be borne by Bluetrac Ltd.

The cost of transporting the equipment away from and back to Bluetrac Ltd shall be borne by the Customer.

- 1.14 Customers who collect the equipment themselves, or who cause the return transportation to be performed by a third party or shipping agent (dry hire), and who choose not to take part in the inventory and the technical assessment of the equipment at the time of its return, shall consequently be deemed to have recognised the inventory drawn up by Bluetrac Ltd. The timing of the inventory and the technical assessment of the equipment shall then be determined by Bluetrac Ltd.

## 2 Annulment

In the event of the Customer annulling an already confirmed hire agreement, then the annulment costs shall be:

- up to 60 days prior to the start of the rental period, 5% of the rental amount;
- up to 30 days prior to the start of the rental period, 25% of the rental amount;
- up to 10 days prior to the start of the rental period, 50% of the rental amount;
- up to 3 days prior to the start of the rental period, 75% of the rental amount.

## 3 Model amendments

Model amendments remain reserved.

## 4 Rental and ancillary charges

- 4.1 The rental fee shall be determined in accordance with the specific contractual relationship.

- 4.2 Unless otherwise agreed, the prices of Bluetrac Ltd are shown net, ex warehouse, in Swiss francs (CHF) incl. packaging, excluding transport, insurance, VAT, further duties, fees, possible assembly, installation, commissioning and other supplementary costs.

- 4.3 The minimum hire duration is one (1) day. In the case of collection/delivery, the minimum hire price (invoice receipt) is CHF 100.00 excl. VAT.

- 4.4 Bluetrac Ltd reserves the right to demand a down-payment or a deposit as security at any time. In the event of the written demand not being complied with, then Bluetrac Ltd shall be entitled to terminate the rental agreement with immediate effect. The Customer shall then lose his entitlement to demand that services be rendered by Bluetrac Ltd.

The residual payment shall be determined on the basis of the agreed performance of Bluetrac Ltd.

- 4.5 In the event of equipment being forwarded, then the rental duration shall be deemed to have commenced on the date of the postmark or at the time of the handing over of the equipment to the third-party with responsibility for the transportation. Forwarding charges shall be borne in full by the Customer. In the event of the return of the equipment to Bluetrac Ltd being delayed beyond the originally planned rental period, then the rental charges shall be amended and invoiced accordingly.

- 4.6 In the case of rental orders worth up to CHF 1000.00, a surcharge for minor and incidental materials of CHF 20.00 shall be demanded, while in the case of orders worth over CHF 1000.00 gross excl. VAT, a flat-rate surcharge of at least 2% rounded off to CHF the nearest 5.00 shall be demanded.

- 4.7 Additional expenses (overtime, rental equipment etc.) shall be additionally invoiced, without any deductions being made whatsoever.

- 4.8 In the event of the violation or misuse of licences, software, copyright and performance rights in conjunction with the services and hire equipment of Bluetrac Ltd, the Customer shall have sole liability. The Customer is deemed to be aware that improper utilisation can result in claims for damages of unlimited magnitude being brought by the authorised individuals. He shall to this extent indemnify Bluetrac Ltd against all claims. With respect to the licences, software and products protected by copyright made available by Bluetrac Ltd, Bluetrac Ltd shall be responsible for ensuring that the necessary permits and registrations have been obtained and that the fees have been paid which are required for the normal operation of this equipment.

## 5 Place of jurisdiction and applicable law

The place of jurisdiction is the legal domicile of Bluetrac Ltd. Bluetrac Ltd shall however be entitled to pursue claims against the Customer at his legal domicile. The legal relationship shall be subject to Swiss substantive law (the Swiss Code of Obligations – "OR"), whereby Swiss international private law and international agreements shall be excluded. The place of performance shall be Zurich.

## 6 General Terms and Conditions of Business

In other respects the General Terms and Conditions of Business of Bluetrac Ltd shall apply (see: [www.bluetrac.ch](http://www.bluetrac.ch)).

The Terms and Conditions of Business of Rental Department (Mietservice), as well as their integral parts, may be amended at any time by Bluetrac Ltd; Wetzikon.