

## 1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions (GTC) are applicable to all contracts between «swiss event corporation ag», headquartered in Fehraltorf ZH (hereinafter referred to as «event ag») and its customers and partners for the services described in the offer, unless otherwise explicitly agreed in writing or required by law.
- 1.2 It is important to note that unless explicitly recognised in writing by event ag, the general terms and conditions of customers and partners are not applicable.
- 1.3 In the event of any contradictions between the GTC and individual contracts, the provisions of the individual contracts shall take precedence.
- 1.4 Upon confirming the individual contract or using event ag's services via its sales channels, the customer fully and unconditionally accepts the current version of the GTC without any modifications.

## 2. SCOPE AND EXECUTION OF SERVICES

- 2.1 The subject of the contract is the service agreed upon in the written offer.
- 2.2 Offers made by event ag are subject to change until receipt of the written order confirmation by event ag. After expiry of the validity period stated in the offer, any claim to availability of the offered material / service expires. Furthermore, event ag is entitled to substitute an article that fulfils the same purpose at any time.
- 2.3 If, after acceptance of the offer by the customer, the scope of the agreed service is extended at the customer's request, the corresponding additional expenses are to be paid additionally by the customer at the agreed hourly rates. The additional expenses will be invoiced by event ag after completion of the additional expenses. In the case of rented items, the invoice is usually issued upon return of the goods.
- 2.4 event ag reserves the right to refuse orders without further justification.
- 2.5 event ag is authorised to transfer the execution of individual obligations from the contract to third parties.
- 2.6 An offer of event ag cannot be transferred in whole or in part by the customer to third parties without the written consent of event ag and only the contractual partner is entitled to the conditions defined in the offer.
- 2.7 event ag must provide the agreed services with professional care. The performance owed is not measured by a predetermined work result.
- 2.8 event ag shall inform the customer of any recognisable circumstances that jeopardise the contractual fulfilment. It also informs the client of all further developments which, for technical or economic reasons, indicate a change in the services.
- 2.9 event ag commits itself and its employees to comply with the customer's operational regulations, in particular the safety regulations and the house rules.
- 2.10 The transport service of event ag is a secondary obligation. For this purpose, event ag can commission a transport company. The transport costs are always borne by the customer (except for agreed webshop orders). In the case of postal dispatch at a flat rate, up to 30 kg in weight and lengths of up to 250 cm or according to the size restriction of the forwarding agent can be dispatched. event ag is not liable for late deliveries caused by external service providers. Unless otherwise agreed, delivery will be made on the day before the first day of use and to the kerbside at the destination. Additional expenses for delivery to the building or floor will be charged separately.

- 2.11 In addition to the final price, a minimum quantity surcharge of CHF 20.00 will be levied if the total amount of the order is less than CHF 100.00 (excl. VAT) when ordering by e-mail or telephone.

## 3. PROPERTY

- 3.1 All material including accessories and small material is the property of event ag. Consumable material is only that which is expressly labelled as such.
- 3.2 The customer may not dispose of the materials owned by event ag by sale or assignment or in any other way. Confiscation, pawning or other encumbrances of the rental equipment are ineffective against event ag. The costs of intervention measures to protect the property of event ag or damages caused by failure of the equipment, for whatever reason, will be charged to the customer.

## 4. RENTAL TERMS

- 4.1 Unless agreed otherwise, the rental period is measured in days and is based on the rental period stated in the offer and accepted by the customer.
- 4.2 event ag can demand an advance payment within a certain period for the rental. In this case, the rental contract with the customer is subject to the condition precedent that the customer makes the requested advance payment within the agreed period. If the advance payment is not made on time, the rental contract is not concluded and event ag can rent out the material to other customers. The defaulting customer must pay a handling fee of 30% of the rental price.
- 4.3 event ag undertakes to hand over the rental items in a proper condition and in accordance with the purpose of use. The customer is aware that the rented items are used several times and are generally neither new nor free of wear and tear at the time of handover. Minor wear and tear and deviations in colour or dimensions are therefore not deemed to be defects that impair the suitability of the rental item.
- 4.4 The customer himself is responsible for the correct display of his content on the devices provided and rented for this purpose. Excluded from this are contents produced by event ag.
- 4.5 The customer confirms by signing the delivery note that he has checked the entire rental material himself, or otherwise recognises the functional test of an event ag employee. Subsequently declared defects will not be recognised (see section 8.).
- 4.6 The customer undertakes to handle the rented items with care and to use them as intended. In particular, the rental object must be sufficiently shielded from the public and protected from the weather at open-air events. Operating instructions and safety regulations must be strictly adhered to. Any modification of the rental object or the covering or removal of the event ag company logo is prohibited. In the event of non-compliance, the customer shall bear the costs of restoring the rental object to its original condition.
- 4.7 The customer shall ensure that the rental items are not passed on to third parties and shall take reasonable precautions against loss and theft.
- 4.8 The customer must return the rental item at the agreed time and place. The return by post must be made on the following working day by A Mail/Priority. In the event of late return, the customer is liable for each day commenced with a factor of 0.5/day. event ag reserves the right to claim further damages.
- 4.9 The customer is liable for damage, loss or theft of the rental items from the time of handover until the time of return. All rental items provided to the customer are the exclusive property of event ag (see section 3.).

- 4.10 event ag is also entitled to invoice additional expenses for the restoration or cleaning of the material provided.
- 4.11 When renting LED screens, event ag guarantees a maximum error rate of 0.0015%. Luminous pixel errors or more than one defective pixel next to each other will be replaced before acceptance. If an error occurs during operation, the repair on site is free of charge. The journey to the site and any lifting platform required will be charged. If no on-call service is booked, event ag cannot guarantee any response times. If the customer requests a LED screen free of pixel errors, the material rental (per LED cabinet) increases by 10%.

#### 5. AUTHORISATIONS

- 5.1 The customer is responsible for obtaining the necessary permits, concessions or licences for the proper operation of the objects provided by event ag and for paying the associated fees.
- 5.2 Temporary outdoor structures (including LED trailers) require official authorisation. event ag will be happy to obtain the necessary authorisations on behalf of the customer if requested or provide assistance.

#### 6. INSURANCES

- 6.1 By signing the contract, the customer confirms that he has sufficiently insured the objects rented from event ag against fire and natural hazards as well as against damage and theft. In the event of theft, the client is obliged to report the theft to the police and to have a police report drawn up.

#### 7. WITHDRAWAL / CANCELLATION

- 7.1 If the customer cancels an already confirmed rental / order, the cancellation costs are as follows:
- up to 20 days before the start of the rental period:  
30% of the order amount
  - up to 10 days before the start of the rental period:  
50% of the order amount
  - up to 3 days before the start of the rental period:  
75% of the order amount
  - thereafter 100% of the order amount
- 7.2 Any preparatory work already carried out as well as specially ordered or manufactured materials, equipment and accessories as well as additional hire of materials and personnel shall be charged in full in all cases. The same applies to any loss of rental income resulting from the original material reservations.
- 7.3 Cancellation must be made in writing. The date of receipt of the cancellation notice by event ag is the deadline for calculating the cancellation period.
- 7.4 event ag can withdraw from the contract at any time for important reasons. Important reasons include, but are not limited to, default of payment by the customer, changed facts since acceptance of the offer that make fulfilment of the contract unreasonable for event ag, failure of the customer to cooperate, etc.
- 7.5 If an order has to be cancelled exclusively due to force majeure, the customer has the option of postponing the order once for a maximum of twelve months without paying the cancellation costs, provided that he has already made the contractually agreed down payment.

#### 8. ELIMINATION OF DEFECTS

- 8.1 The customer must inspect the items provided by event ag upon receipt. The claim for rectification of defects must be asserted by the client in writing immediately after their discovery, otherwise the claim for rectification of defects expires.
- 8.2 If a specific work result has been agreed in writing in the offer, the customer is entitled to the elimination of any defects by event ag.

Only if the elimination fails can the customer also demand a reduction or withdrawal of the contract. A claim for reimbursement of the costs of the customer's efforts is excluded. Insofar as further claims for damages exist, clause 16 shall apply.

- 8.3 Any necessary repair and maintenance work on the rental object during the rental period may only be carried out by event ag or a person designated by it. Repairs required before and after the return of the rental object shall be carried out at the customer's expense, provided that the repair is due to excessive wear and tear by the customer.

#### 9. TERMS OF SALE

- 9.1 Unless explicitly stated otherwise, all prices are quoted in Swiss francs (CHF) and are exclusive of applicable VAT.
- 9.2 The material must be inspected for any damage or defects immediately upon receipt. Transport damage must be reported to the transport company immediately upon receipt.
- 9.3 Products from the standard range (stock items of event ag) can only be returned within 7 days of receipt if:
- they are stock items of event ag at the time of the order.
  - it is not a special order/production for a customer.
  - the item(s) is/are in unopened original packaging.
- 9.4 If an item from the standard range is returned in opened or damaged original packaging, a deduction of at least 10% of the value of the goods will be made.
- 9.5 The postage costs for the return of items are generally borne by the sender unless it is the fault of event ag.
- 9.6 For all returns (unless event ag is at fault), event ag charges a handling fee of 10% of the order amount, but at least CHF 50 plus VAT.
- 9.7 Returns are excluded in the following cases:
- Damaged items
  - No original packaging available
  - Missing accessories
  - Items specially ordered for the customer
  - Electronic software licences
- 9.8 For cancellations, a cancellation fee of 5% of the order amount, but at least CHF 20, will be charged. In the event of an indefinite delay in delivery of goods, the customer can withdraw from a purchase contract, unless it is a custom-made product/order or a direct delivery by a supplier of event ag. In this case, event ag will refund the entire purchase price minus any minimum quantity surcharge paid. Payment fees can also not be refunded.
- 9.9 event ag grants the guarantee provided by the manufacturer on all new items, unless Swiss law stipulates otherwise. The place of fulfilment is always the registered office of event ag. The transport costs to event ag are borne by the customer (bring-in warranty).

#### 10. INSTALLATION / SERVICE / MAINTENANCE CONDITIONS

- 10.1 Completed installations must be accepted by the customer and confirmed in writing. Any complaints must be reported immediately. After acceptance, the following warranties apply to installed products:
- 24-month bring-in warranty for the repair of defective or faulty material (incl. spare parts & labour).
  - Follow-up inspection after 3 months of operation as well as rectification of any pixel faults (incl. labour hours, excl. travel costs).
- 10.2 Accessibility to the installation site must be guaranteed by the customer and any costs must be borne by the customer. This also applies particularly to any future repair and maintenance work on site.

- 10.3 Unless explicitly agreed otherwise, the travel costs (travelling time and expenses) for rectifying a fault or maintenance shall be borne by the customer.
- 10.4 The electric power for an installation and the corresponding connection work are the responsibility of the customer.
- 10.5 General warranty services apply to use within a device temperature range of -10 to +68 °C.
- 10.6 event ag is not liable for damages caused by third parties. Liability for any loss of revenue by third parties due to breakdowns is also excluded until a fault has been rectified or maintenance has been completed.
- 10.7 event ag offers a comprehensive service and maintenance programme for installations. The scope of these services is to be agreed in a separate contract.

#### 11. TERMS OF PAYMENT AND DELAYS

- 11.1 Unless otherwise agreed in writing, the customer will be invoiced for the services provided by event ag based on the offer. Additional services and material requested by the customer after acceptance of the offer will be charged additionally.
- 11.2 Unless otherwise agreed, the invoices (including VAT) of event ag are due and payable immediately upon receipt without deduction. Payments must be made in Swiss francs, unless otherwise agreed in writing.
- 11.3 event ag reserves the right to fulfil orders for new customers or under special conditions only against advance payment/cash payment.
- 11.4 event ag is authorised to demand advance payments to cover its expenses as follows:
  - 50% of the agreed remuneration upon conclusion of the contract (rental order)
  - 60-100% of the agreed remuneration upon conclusion of the contract (purchase/installation order)
- 11.5 The offsetting of claims of the customer against claims of event ag is excluded.
- 11.6 The discounts granted by event ag on the regular rental amount only apply if the agreed payment deadline is met. The value date of receipt of payment by event ag applies.
- 11.7 If an invoice is not paid within the agreed period, the customer will receive a first payment reminder. If the newly set payment deadline remains unused, all conditions granted expire with the sending of the second reminder. This applies regardless of any advance payment made for the order. In addition, event ag is entitled to charge interest on arrears and reminder fees from the time of default of payment. If the ordinary dunning process remains unsuccessful, collection proceedings will be initiated at the customer's expense.
- 11.8 By confirming the order, the customer affirms that he has been expressly informed of the terms of payment.

#### 12. RESERVATION OF TITLE

- 12.1 Until full payment of the remuneration by the customer, all items produced or processed by event ag according to the offer and/or sold to the customer remain the property of event ag (for rental items see section 4.9).
- 12.2 The customer is obliged to notify event ag immediately of any seizure, retention or attachment or any opening of bankruptcy proceedings against him. In the case of rental items which the customer has obtained from event ag, the customer must inform the competent debt enforcement or bankruptcy office of event ag's ownership of the rental items.

#### 13. STAFF CATERING

- 13.1 If event ag personnel are deployed at the customer's event, the client shall provide catering and sufficient non- alcoholic beverages free of charge.
- 13.2 A hot meal must be provided for both lunch and dinner. If no catering is offered, event ag is entitled to charge the costs per employee and meal.

#### 14. INDUSTRIAL PROPERTY RIGHTS / RIGHTS OF USE

- 14.1 All intellectual property rights, their rights of use and processing rights ("rights") to the products created by event ag (such as, in particular and not exclusively, plans, drawings, samples, models, etc.) are the exclusive and unrestricted property of event ag.
- 14.2 event ag is entitled to freely use the ideas, concepts, methods and techniques used in the fulfilment of the contract, including the acquired know-how, for other purposes. The confidentiality of confidential data and documents of the customer remains protected in any case (see also section 15.).
- 14.3 Any violation of rights will be prosecuted under civil and criminal law.
- 14.4 event ag reserves the right to use photo or video recordings of an order as references on the website, other platforms or other advertising media for self-promotion. If this is prohibited by the customer, he must inform event ag in writing.

#### 15. LIABILITY

- 15.1 event ag is responsible for the careful fulfilment of its contractual obligations and is liable for any direct damage in connection with this, that it or third parties cause through intention or gross negligence. In all other respects, in particular in the case of slight negligence and for indirect damage, consequential damage and lost profits, liability is excluded.
- 15.2 In any case, the upper limit of liability is the remuneration paid by the customer for the services provided by event ag.
- 15.3 The customer indemnifies event ag from any claims resulting from the improper or inappropriate use of the items provided by event ag.
- 15.4 The customer undertakes to comply with applicable safety regulations and to provide the employees with the extraordinary safety equipment required to carry out an order.

#### 16. MATERIAL AND LEGAL WARRANTY

- 16.1 Unless otherwise agreed in writing, all material and legal warranty rights are excluded to the extent permitted by law.

#### 17. SEVERABILITY CLAUSE

- 17.1 Should one of the provisions of these General Terms and Conditions be or become invalid, void or unenforceable, the validity and enforceability of the remainder of the agreement shall not be affected thereby.

#### 18. JURISDICTION AND APPLICABLE LAW

- 18.1 All agreements and other legal relationships between the parties that are subject to these general terms and conditions of business are governed by Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any other international treaties.
- 18.2 For all disputes arising from or in connection with agreements or other legal relationships between the parties, which are subject to these general terms and conditions, the competent court at the registered office of event ag is responsible, at the discretion of event ag also the registered office or domicile of the customer.