

General Terms and Conditions for Rental (GTC)

1. Commencement and scope of application

- 1.1 These General Terms and Conditions for Rental (GTC) are valid for all services of Nüssli (Switzerland) Ltd (hereinafter referred to as the “**Lessor**”) in connection with the transfer for use / rental of property (hereinafter referred to as “**Rental Property**”) in return for payment. This also includes any associated advance, ancillary, and subsequent services, in particular consultation, planning, fabrication, delivery, assembly, disassembly, return transport, etc. of the Rental Property.
- 1.2 The General Terms and Conditions of the Customer are not applicable unless they have been accepted individually or in their entirety by the Lessor explicitly and in writing in the order confirmation.

2. Quotations and contract conclusion

- 2.1 Unless explicitly indicated otherwise, the Lessor's quotations are subject to change and non-binding until the Lessor has issued an order confirmation. Quotations are only valid for the respective addressee / customer. The Lessor reserves the right to modify or withdraw its quotation at any time with immediate effect, without giving reasons and without the Customer being entitled to any claims as a result.
- 2.2 Once the Customer receives the Lessor's order confirmation, the rental contract is concluded.

3. Content and scope of services, deadlines and dates for service provision, rental period

- 3.1 The Lessor's main service consists of transferring the Rental Property for use in return for payment. The scope of the Lessor's services in its entirety is taken from the order confirmation. Modified or additional services to be rendered by the Lessor require prior amendment or alteration of the rental contract. The additional costs agreed upon in such an amendment or alteration of the rental contract are charged for additionally by the Lessor (with the final invoice or separately).
- 3.2 Unless otherwise agreed in the order confirmation, not included in the Lessor's scope of service are any approval procedures, inspection reports regarding structural calculation through an independent office for construction analysis, or modifications if the on-site conditions do not correspond to the plan specifications.
- 3.3 Deadlines and dates for service provision indicated in the quotation are approximate and only binding for the Lessor if they are confirmed in the order confirmation.
- 3.4 Adherence to agreed-upon / confirmed deadlines and dates is contingent upon the Customer's timely completion of arrangements, (technical) information obligations, and other obligations to cooperate (hereinafter referred to collectively as “**Arrangements**”), as described in the order confirmation, that are necessary for the Lessor's provision of services. If the Customer does not complete the Arrangements that they are to provide (in a timely manner) or if the Customer does not make advance payments or deposits that are due (in a timely manner), the Lessor is not in default.

- 3.5 If the Customer does not complete the Arrangements that they are to provide (in a timely manner), the beginning of the rental period is delayed by a period determined by the Lessor, at a minimum taking into consideration the duration of the delay, an additional fee for the resumption of work, and other needs of the Lessor. Any additional costs shall be borne by the Customer. Alternatively, the Lessor can terminate the rental contract in writing, with immediate effect. Services already rendered by the Lessor up until the time of termination shall be paid for in full by the Customer, and the Customer shall compensate the Lessor for damages incurred as a result. The Customer does not have any claim to compensation for damages.

- 3.6 If, through no fault of the Lessor, the binding dates and deadlines agreed upon cannot be met, the Lessor is not liable for any damages due to missed deadlines. The burden of proof of the Lessor's culpability lies with the Customer.

- 3.7 The rental period begins with the acceptance or, if earlier, the commissioning of Rental Property or usable parts thereof and ends with the beginning of disassembly. The Customer is not permitted to operate the assembled Rental Property before it has been released by the Lessor in writing.

- 3.8 Without written agreement from the Lessor, no changes, reassembly / disassembly, extensions, or superstructures are permitted on the Rental Property.

4. Property

- 4.1 The Rental Property, including all components and all accessories, is and remains the exclusive property of the Lessor. The Lessor is entitled to advertise this to third parties.
- 4.2 The Customer is not permitted to pawn, sell, or otherwise transfer the Rental Property to a third party. Subletting or relending the Rental Property is only permitted with the written consent of the Lessor. If the Rental Property is taken into custody by a third party (e.g., seizure, attachment), the Customer shall notify the Lessor immediately. All damages incurred and any resulting subsequent costs shall be borne by the Customer.

5. Condition of material / duty of care

The Lessor shall transfer the Rental Property to the Customer in sound, clean condition. The Customer is obligated to use the Rental Property with care and solely for the agreed-upon purposes, as well as to return it cleaned and in good order. Costs and damages incurred by the Lessor for the cleaning of soiled material or for the replacement of defective or lost material shall be borne by the Customer.

6. Assembly location

At the time of the start of assembly agreed upon in the order confirmation at the latest, the assembly location must be fully accessible to the Lessor via regular vehicle access for trucks, and there must be sufficient transfer and storage space at the assembly location. Exceptions are required to be agreed upon in advance. No liability is assumed by the Lessor for damage from the location and restoration thereof or

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cleaning following the disassembly of the Rental Property. These costs shall be borne entirely by the Customer.

7. Transport

7.1 The transport of the Rental Property to the agreed-upon site of operation and back shall be carried out or organized by the Lessor. Costs incurred for this purpose are included in the rental price.

7.2 Insofar as it has not been stipulated otherwise by the respective applicable law, it is the exclusive responsibility of the Customer to procure and comply with all regulations for export, import, transit, and inspection, as well as all other formalities.

8. Warranty, inspection, notification and correction of defects

8.1 The Customer shall inspect the Rental Property (acceptance) immediately upon or after its transfer (or upon assembly or installation by or on behalf of the Lessor immediately after the completion of this work) and immediately submit a complaint concerning any defects with detailed information on causes. The obligation of immediate inspection and complaint also applies with regard to other services of the Lessor. If the Customer omits this inspection or complaint, or signs an acceptance log without reservation, the Rental Property and all other services of the Lessor are considered approved without reservation, and the Customer forfeits any warranty claims.

8.2 The Customer shall notify the Lessor of defects that are hidden or only arise during the period of transfer for use immediately upon their discovery. Defects that are reported immediately shall be repaired by the Lessor, provided the Lessor acknowledges the defectiveness. The manner and means of this defect correction are at the sole discretion of the Lessor. In particular, the Lessor is free to repair or replace defective parts of the Rental Property. After successful defect correction, the obligation of inspection and complaint defined in Section 8.1 applies analogously with regard to the affected parts of the Rental Property and other services. Any further material or title warranty, in particular the Customer's right to rescission, reduction of the rental price, withdrawal, termination or other cancellation of the contract, and compensation for damages is excluded, to the extent permitted by law.

8.3 Moreover, the Customer forfeits all warranty claims and claims to compensation for damages:

- if the Rental Property or its parts are not applied, deployed, or used properly or for the intended purpose;
- if a defect is attributed to incorrect or incomplete instructions, directions, information, or provision of information, etc. on the part of the Customer;
- if the Customer has not followed the Lessor's directions with regard to the treatment and handling of the Rental Property, or the Customer is otherwise responsible for a defect or damage;
- if the defect resulted from force of impact or actions of a third party (e.g., accident); and

- with regard to assembly defects, if the Rental Property or its parts are not installed by the Lessor or by specialists authorized by the Lessor.

8.4 The risk passes over to the Customer upon acceptance of the Rental Property or, if earlier, upon its commissioning. The inspection for operational readiness and the obligations for maintenance and transport safety during the rental period are the responsibility of the Customer.

9. Payment conditions, default

9.1 The rental price on record in the order confirmation and payment conditions apply. In the absence of an agreement on payment conditions, the entire amount of the rental price is due upon receipt of the order confirmation. Net payments are to be made respectively within 14 days from the date of invoice, without deduction. If partial payments are agreed upon and if the Customer defaults on a partial payment, all future payments are due immediately. In the case of non-compliance with a payment schedule, the Customer is in default without notice and owes default interest in the amount of 5% p.a. Any expenses and legal costs incurred by the Lessor in prosecuting the claim shall be borne by the Customer.

9.2 The Customer's default on payment entitles the Lessor to terminate the rental contact in writing and suspend all further services immediately and without notice or setting a deadline, to reclaim or retrieve loaned Rental Property immediately, and to claim compensation for damages. Termination of the rental contract entitles the Lessor to accordingly terminate in writing any further contracts associated with the terminated rental contract. Any advance payments, deposits, or partial payments already made by the Customer are charged against the Lessor's claim to compensation for damages.

9.3 The Lessor is only obligated to the provision of services if applicable payments have been made in full and on time.

10. Termination / deferral of the rental period

10.1 The Customer is entitled to terminate the rental contract in whole or in part up until the date of delivery (or the date of start of assembly) of the Rental Property by means of a written declaration. In the case of such a declaration, the Customer owes as liquidated damages upon termination:

- more than 60 days before the date of delivery (or start of assembly): 25% of the (pro rata, if applicable) rental price
- 59–31 days before the date of delivery (or start of assembly): 50% of the (pro rata, if applicable) rental price
- 30–14 days before the date of delivery (or start of assembly): 75% of the (pro rata, if applicable) rental price
- less than 14 days before the date of delivery (or start of assembly): 100% of the (pro rata, if applicable) rental price

10.2 The determining factor is the date on which the Lessor receives the written termination.

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10.3 In addition, the Customer shall reimburse the Lessor's expenses accrued prior to the termination and resulting from the termination in association with the preparation and execution of the rental contract at an hourly rate of CHF 165.- (excluding VAT) as well as third-party costs actually incurred. This also applies for cases in accordance with Section 10.4, in which the Customer delays the dates of execution or the rental contract is terminated by the Lessor. Actual expenses and third-party costs of the Lessor that are to be reimbursed are in particular (but not limited to) the following:

- costs for wasted and renewed planning and conceptualization
- costs for replanning personnel deployment and material disposition as well as storage and transport logistics
- costs for wasted or increased hotel and flight reservations
- costs for the wasted and renewed creation of content or structures already commissioned
- costs for wasted and renewed special insurance and fees
- costs for cancellation fees to third parties

10.4 In addition, the Customer has the right to delay the dates of execution (beginning and / or end of the rental period), whereby the new dates of execution are subject to approval by the Lessor. If the Lessor cannot accommodate the new dates of execution, the Customer's notification of the delay of the dates of execution is considered as termination with regard to the entire rental contract in accordance with Section 10.1, and the provisions included in Section 10.1 ff apply.

11. Liability exclusion / liability limitations / insurance

- 11.1 Any liability of the Lessor for direct or indirect property damage, personal injury, or financial losses incurred on the part of the Customer is excluded, to the extent permitted by law.
- 11.2 The Lessor does not assume any liability for personnel placed by the Customer or by third parties on the Customer's behalf (including accidents and the consequences thereof). In the case of Rental Property that can pose a danger to the user or a wider public, the Lessor does not bear liability under any circumstances for damage resulting from insufficient safety measures incumbent upon the Customer. Arranging for the necessary measures is exclusively the responsibility of the Customer. If the Lessor is sued by a third party for such damage, the Lessor can take recourse to the Customer to the full extent. For personal injury, property damage, and financial losses for which the Lessor bears liability, business liability insurance is in place with coverage in the amount of CHF 10 million per damaging event.
- 11.3 The Lessor insures the Rental Property sufficiently against fire and fire damage as well as against damage and theft. In the case of damage, the Customer is obligated to file a complaint immediately with the police in order to have a police report created and to notify the Lessor.

11.4 The Lessor only bears liability with respect to the Customer if damage is attributed to gross negligent conduct on the part of the Lessor. Any claims to compensation for damages are limited to the amount of the total rental price under any circumstances. For acts or omissions of auxiliary persons and of third parties called in by the Lessor, the liability of the Lessor is excluded.

12. Copyright

All documentation made available to the Customer, such as images, plans, sketches, forms, and layouts are the property of the Lessor and subject to copyright. Dissemination to a third party, creation of copies, or use or application is only permitted with the written consent of the Lessor, unless such is imperative for the contractual use of the Rental Property for its intended purpose by the Customer.

13. Confidentiality / non-disclosure / information obligations

13.1 The Customer shall treat the details of its business relations with the Lessor as well as the Lessor's trade secrets as confidential, including after business relations have ended. The Customer shall impose this obligation on its officers and directors, employees, and involved third parties. Offers are particularly of a confidential nature, as well as all plans, creations, and the like belonging to the Lessor. A breach of this obligation entitles the Lessor to compensation for damages and immediate termination of the rental contract without notice.

13.2 The Customer is obligated to immediately report to the Lessor in writing any possible seizure, retention, attachment, etc. of property of the Lessor or any commencement of bankruptcy proceedings or debt moratorium concerning the Customer. Furthermore, the Customer must notify the competent debt enforcement or bankruptcy offices of the ownership of the material belonging to the Lessor. A commencement of bankruptcy proceedings or debt moratorium entitles the Lessor to the termination of the rental contract without notice and results in immediate payment due of the total rental price or, if applicable, the still outstanding amount of the rental price. Furthermore, the Customer is obligated to compensate the Lessor for any damages incurred, in any event.

14. Force majeure

14.1 Force majeure events entitle the Lessor to postpone the delivery of the Rental Property for the duration of the resulting disruption and an appropriate response time or to terminate the rental contract. Circumstances equivalent to force majeure are those that significantly impede the Lessor's delivery of the Rental Property or parts thereof or make it impossible, particularly epidemics, pandemics, war, civil unrest, lightning, interruptions of operations, strikes, shortages of energy or raw materials, lockouts, traffic disruptions, delays or failure of means of transport, orders of authorities, etc.

15. Final provisions

15.1 The Lessor is entitled to use the Rented Property for its own advertising free of charge.

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- 15.2 The Customer is not permitted to offset, assign, or pledge the claims to which it is entitled from the rental contract without the express written consent of the Lessor.
- 15.3 The Lessor is permitted to call in third parties for the fulfillment of its own contractual obligations.
- 15.4 The Lessor can modify these GTC at any time. The new GTC are valid following their written or electronic communication to the Customer, without requiring the Customer's acceptance, as of the date indicated therein, for all services of the Lessor and for all contracts between the Lessor and the Customer.
- 15.5 Amendments or alterations to these GTC are only operative if they are agreed to explicitly in the order confirmation, whereby Section 15.4 above is reserved. Amendments or alterations to this rental contract are required to be in written form. For compliance with the written form requirement, a simple electronic signature is sufficient.
- 15.6 In the case of deviations among versions of these GTC in different languages, the German version prevails.
- 15.7 If provisions of these GTC or a rental contract are or become invalid in whole or in part, the validity of the remaining provisions is not affected as a result. The entire or partially invalid provision is to be replaced with a provision that approximates the financial outcome of the invalid provision as closely as possible.
- 15.8 Communications, in particular terminations and other contract-relevant declarations are to be addressed in writing to Nüssli (Switzerland) Ltd, Hauptstrasse 36, 8536 Hüttwilen, Switzerland.
- 15.9 These GTC, any rental contract concluded with the incorporation of these GTC, and subsequent disputes are exclusively subject to Swiss law. This also applies with regard to the question of legally valid establishment and the effects of the present agreement on jurisdiction as well as the choice of law. The provisions of the Vienna Convention (United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980) or other relevant treaties are excluded.
- 15.10 The parties agree to the ordinary court at the Lessor's registered office as the exclusive place of jurisdiction. This agreement on jurisdiction also particularly extends to counterclaims, preliminary injunctions, and precautionary measures.