

Mobilestage GmbH GTC

1. Scope

These general terms and conditions (hereinafter: GTC) apply for all contracts and agreements between Mobilestage GmbH (hereinafter: Mobilestage) and its customers, unless agreed otherwise in writing.

The general terms and conditions of the customer are not applicable, unless they have been recognised in their entirety or in part by Mobilestage in writing.

2. Scope of work and services

The subject matter of the contract is the work and services agreed on the basis of the written offer (drafting of a concept and/or provision of mobile stages and accessories) on or during the days specified in the offer (hereinafter: rental relationship). Amendments to the order only become effective after they have been agreed in writing.

Mobilestage is entitled to assign the execution of individual obligations from the contract to third parties.

3. Rented object

All intellectual property rights, rights of use and editing rights (hereinafter: rights) to the plans, concepts, models, etc. prepared by Mobilestage for the customer remain the exclusive and unrestricted property of Mobilestage. Mobilestage is entitled to use the ideas, concepts, etc. employed to fulfil the contract, including the acquired know-how, for other purposes too.

Ownership of the mobile stages and other items that are provided in accordance with the offer (hereinafter: rented object) remains unchanged with Mobilestage. The provision for use only entitles the customer to use the rented object themselves during the rental relationship. They may not sell, pledge, sub-let or otherwise dispose of the rented object.

Complaints relating to defects in the rented object or incomplete rented objects must be asserted at the beginning of the rental relationship, otherwise the rented object will be deemed to have been handed over in a perfect and complete condition. The customer is aware that the rented object has been used multiple times and that it is not usually new or free from signs of usage at the beginning of the rental relationship. Signs of minor wear and deviations in the colour or dimensions are thus not deemed to be defects that affect the suitability of the rented object.

If the customer does not return the rented object placed at their disposal by Mobilestage in due time, the customer must pay for the additional rental period at the per diem rate specified in the offer and bear all of the costs incurred by Mobilestage on account of the delayed return. In this case, Mobilestage reserves the right to collect the rented object at any time without prior announcement at the customer's expense.

A premature return of the rented object does not entitle the customer to a reduction of the agreed price.

4. Price and terms of payment

The price and the payment periods are specified in the offer. The statutory VAT is also due on top of the agreed price. **The customer will be charged separately for any additional work and services agreed following acceptance of the offer.**

The customer will also be charged separately for costs incurred on account of the nature of the venue, if there has been no prior inspection of said venue and these costs are therefore not covered by the price specified in the offer. Any additional towing vehicles or base plates etc., in particular in the event of soft ground, will be charged to the customer.

The customer will also be charged separately for the costs of cleaning and/or repairs to dirty or incorrectly returned rented objects.

Mobilestage is entitled to refuse to perform its work or services or to terminate the contract with immediate effect (i.e. without prior notice) if payment for the work and services is not received in due time.

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If the customer terminates the contract they must pay the costs already incurred up to this time. An additional, flat-rate administrative charge must also be paid as follows:

- **Termination more than 60 days before the start of the rental relationship: 50% of the agreed price**
- **Termination less than 60 days before the start of the rental relationship: 75% of the agreed price**
- **Termination up to 7 days before the start of the rental relationship: 90% of the agreed price**
- **Termination less than 7 days before the start of the rental relationship: 100% of the agreed price**

5. Obligations of the customer

The customer must ensure that the access routes to the place of installation have a load-bearing capacity of 7 to 40 tonnes in accordance with the offer. **The customer shall also ensure at their own expense that the local access and departure route to the location of the stage is freely accessible for an articulated truck that is 16.5 meters long, and that the route has a sufficient load-bearing capacity. The access routes must have a minimum radius of 16.5 metres, a minimum width of 2.52 metres and a minimum height of 4.02 metres.**

At the time of delivery, an authorised employee of the customer must be in attendance so that the rented object can be installed in its final position. During the erection and dismantling work, the renter must provide between one and four strong assistants according to the provisions in the offer. The assistants must follow the instructions issued by the representative of Mobilestage. If no assistants are on site at the agreed times, the customer shall pay a flat-rate sum of CHF 450.00 per day and assistant, plus travelling and subsistence expenses. Insurance cover for the assistants is the responsibility of the customer. Mobilestage can assume no liability for assistants provided by the customer in the event of accidents or their consequences.

The customer must ensure that the technical equipment and facilities provided on site comply with generally accepted engineering practices as well as the statutory regulations. The commissioning of any necessary acceptance of work is the responsibility of the customer, who shall also organise this at their own expense. The customer agrees to only operate rented equipment through a residual current operated circuit breaker.

The rented object must be grounded by the customer. The rear wind walls must be opened by a representative of the customer at wind force 8 (62-74 km/h). The customer must ensure that there are no persons on the stage at wind force 9 (75-88 km/h) and above.

The rented object must be handled and treated carefully, correctly and in accordance with any instructions issued. Any modification to the rented object as well as the covering or removal of Mobilestage company logos is prohibited. The rented object may only be transported in closed vehicles. Any defects that occur during the rental relationship may only be rectified by Mobilestage itself or by persons authorised by Mobilestage at the customer's expense. The customer must report all such defects to the contact person of Mobilestage immediately. The rented object must be clean and fully operational on its return. The customer agrees to guard the rented object and to protect it against theft and damages. In the event of any material damage or theft, the customer is obliged to have a police report drawn up.

6. Liability

Mobilestage disclaims any liability in connection with the rented object during the rental relationship. The rented object is transported, stored and operated at the customer's risk. Any crop damages incurred or faulty base plates will be charged to the customer. The customer is responsible for ensuring the insurance cover and for obtaining the necessary approvals. The customer is liable for any damage to and loss of the rented object.

The customer is liable for all losses incurred by Mobilestage or third parties if the rented object is not used for its intended purpose or if it is used incorrectly. If the rented object is used outdoors, the customer is fully liable for all damages, in particular damages due to environmental influences or theft. The customer is also liable for consequential damages incurred through damage to the rented object.

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It is not possible to rule out defects during the rental relationship. In such cases, and if the rented object is incomplete when the rental relationship begins, Mobilestage will make every effort to replace the rented object as quickly as possible. The customer is not entitled to claim compensation if they have to wait for the replacement rented object or until the rented object is repaired. A reduction of the amount due or cancellation of the contract is excluded.

Mobilestage guarantees the diligent fulfilment of the contractual obligation and is responsible for any direct losses connected to this that are caused intentionally or through gross negligence by itself or third parties or commissions. Otherwise any liability on the part of Mobilestage for both material damages and financial losses as well as personal injury is excluded to the extent legally permitted. Mobilestage in particular cannot be held responsible for breakdowns or malfunctions that occur during the rental relationship, or for any resulting consequential damages or lost profits.

7. Severability clause

Should a provision in these general terms and conditions be or become invalid, void or unenforceable, this shall not affect the validity and enforceability of the remaining provisions.

8. Applicable law / place of jurisdiction

Substantive Swiss law shall apply for all agreements between Mobilestage and the customer, excluding rules and regulations governing conflict of laws and international treaties.

Sole place of jurisdiction for any disputes arising from or in connection with the legal relationships between Mobilestage and the customer shall be the pertinent court at the location of the registered offices of Mobilestage.