



## **smARTEc Veranstaltungstechnik AG GTC for events**

Version November 2019

### **1. Scope**

These general terms and conditions (hereinafter: GTC) apply for all contracts and agreements between smARTEc Veranstaltungstechnik AG (hereinafter: smARTEc) 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 smARTEc 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 on or during the days specified in the offer (hereinafter: event). Amendments to the order only become effective after they have been agreed in writing.

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

The customer can have the objects provided by smARTEc for the event (hereinafter: rented object) insured against natural hazard losses as well as theft (does not cover simple theft) up to damages of CHF 500,000.00 for a surcharge of 5% on the price. This does not include an excess of CHF 2,500.00 for each claim, to be borne by the customer. In the event of any loss, the customer must report this to smARTEc immediately.

### **3. Rented object**

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

The provision for use only entitles the customer to use the rented object themselves during the event. However, 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 event, 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 event. 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 smARTEc 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 smARTEc on account of the delayed return. In this case, smARTEc 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 the costs of cleaning and/or repairs to dirty or incorrectly returned rented equipment.

**smARTEc 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.**

**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 4 weeks before the start of the event/project (construction): 50% of the agreed price**

**- Termination less than 4 weeks before the start of the event/project (construction): 70% of the agreed price**

**- Termination less than 1 week before the start of the event/project (construction): 90% of the agreed price**

**- Termination on the day the event starts (erection): 100% of the agreed price**

#### **5. Obligations of the customer**

The rented object must be handled and treated carefully, correctly and in accordance with any instructions issued by smARTEc. Any modification to the rented object as well as the covering or removal of smARTEc company logos is prohibited. The rented object may only be transported in closed vehicles. Any defects that occur during the event may only be rectified by smARTEc itself or by persons authorised by smARTEc at the customer's expense. The rented objects must be clean and fully operational on their return. The customer must report any faults and defects that occur to smARTEc immediately.

The customer agrees to operate rented equipment through a residual current operated circuit breaker. The customer is required to ensure that the federal provisions of NIV (Low-Voltage Installations Ordinance) 7.11.6 are observed. It is particularly important to note that all temporary electrical systems must be checked after every installation. Two tests have to be performed pursuant to Art. 24 NIV: an initial test during the construction work and a final/acceptance check. These tests have to be recorded in writing. A final check has to be carried out by a controlling body pursuant to Art. 24 NIV.



## **6. Liability**

smARTEc disclaims any liability in connection with the rented object during the event. The rented object is transported, stored and operated at the customer's risk. 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 smARTEc 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. It is not possible to rule out defects during the event. In such cases, and if the rented object is incomplete when the event begins, smARTEc 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. smARTEc 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 smARTEc for both material damages and financial losses as well as personal injury is excluded to the extent legally permitted. smARTEc in particular cannot be held responsible for breakdowns or malfunctions that occur during the event, 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 smARTEc 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 smARTEc and the customer shall be the pertinent court at the location of the registered offices of smARTEc.