

General Terms and Conditions (04.2021)

Rental and event services

1. Scope:

These General Terms and Conditions apply to all contracts between Mesol AG domiciled in 8311 Winterberg and its customers regarding the services set out in the order confirmation, unless otherwise expressly agreed in writing or stipulated by law.

The customer's General Terms and Conditions are not applicable unless they have been expressly acknowledged by Mesol AG collectively or individually.

2. Scope and performance of services:

The object of the contract is the service agreed on the basis of the signed order confirmation. The order confirmation is also based on a quotation of the same name.

If, after acceptance of the quotation by the customer, the scope of the agreed service is extended at their request, the additional costs incurred shall be paid separately by the customer at the agreed hourly rates. The additional costs shall be invoiced by Mesol AG on conclusion of the additional outlay. In the case of rental items, the invoice shall be issued upon their return.

Mesol AG shall be entitled to assign the performance of individual contractual obligations to third parties. Mesol AG shall be responsible for their due selection and instruction.

3. Place of performance/Transfer of risk/Shipping:

Unless otherwise agreed in writing, the place of performance and of risk transfer shall be the headquarters of Mesol AG.

On shipping of the goods from the place of performance to the customer's deployment site, the risk shall pass to the shipping company or forwarding agent upon transfer of goods.

The shipping service by Mesol AG constitutes an accessory obligation. Mesol AG may commission a shipping company for the purpose.

4. Default of acceptance/failure to cooperate:

If the customer or a third party commissioned by them defaults on accepting the service offered by Mesol AG, or if the customer or a third party commissioned by them fails to cooperate duly, Mesol AG shall be entitled to terminate the contract without notice. This shall not affect Mesol AG's entitlement to compensation for the damages it has suffered due to the default or failure to cooperate on the part of the customer or a third party commissioned by them. In particular, the customer shall indemnify Mesol AG from any third-party claims.

5. Rental conditions:

Unless expressly agreed otherwise, the rental period shall be measured in days, and shall be based on the rental period set out in the quotation and accepted by the customer.

Mesol AG may demand an advance payment for the rental within a certain period. The rental agreement with the customer shall then be subject to the condition precedent that they pay the required advance sum within the agreed period. If the advance sum is not paid duly, the rental agreement shall not be concluded, and Mesol AG may reserve the right to otherwise dispose of the rental items. The defaulting customer must pay administrative fees amounting to 25% of the rental price.

Mesol AG shall provide the customer with the rental items according to the written quotation. All rental items provided to the customer are the exclusive property of Mesol AG.

Mesol AG shall provide the rental items in a proper condition, appropriate to the intended use. The customer is aware that the rental items are used repeatedly and that at the time of delivery they are generally neither new nor free from impairments. Therefore, minor wear and tear, colour and size deviations are not deemed defects that impair the rental item's suitability for use.

The customer shall treat the rental items with care and use them for their intended purpose. In particular, the rental item must be adequately screened from the public and protected from the elements at open air events. Operating instructions and safety regulations must be strictly observed. Any modification of the rental item or the covering or removal of Mesol AG company logos is prohibited. In case of breach, the customer shall bear the costs for restoring the rental item to its original condition. The customer shall ensure that the rental items are not passed on to third parties and shall take reasonable precautions against loss and theft.

The customer must return the rental item at the agreed time and place. In case of late return, they shall be liable to pay the agreed daily rates for each commenced day of default. Mesol AG reserves the right to claim further damages.

Subrenting or transferring the rental relationship is prohibited.

The customer shall be liable for damage, loss or theft of the rental items from time of delivery until time of return.

6. Services:

Mesol AG guarantees to supply the agreed services with professional care. Due performance is not measured on the basis of a predefined work result.

Mesol AG shall inform the customer of any identifiable circumstances that might jeopardise contract fulfilment. Mesol AG shall also notify the customer of any further developments that, for technical or economic reasons, may justify a change in the services.

Mesol AG shall pledge itself and its employees to comply with the legal regulations and the customer's operational requirements.

Customer's obligation to cooperate: the customer shall duly notify Mesol AG of all specifications required for contract fulfilment. As agreed, the customer must provide the power supply and other connections and, if necessary, adequate and appropriate workspaces, including work equipment, and a room for storing material and tools. If the customer fails to honour the necessary cooperation obligation, or fails to do so on time or in the manner agreed, the resulting consequences (e.g. delays, additional costs, etc.) shall be borne by the customer.

7. Service changes:

The parties may request changes to the agreed services in writing at any time. Should an impact on costs or deadlines be expected, the service changes must be quoted to the customer. The quotation shall include all material consequences for the entire project.

Prior to performance, service changes shall be set out in writing in an addendum to the relevant contract document. The adjustment of the remuneration shall be calculated according to rates valid when the changes are agreed.

8. Permissions:

The customer shall be responsible for obtaining the necessary permissions, permits or licenses for the proper operation of the items or services provided by Mesol AG and for paying the respective fees.

9. Remedy of defects:

The customer must inspect the items provided by Mesol AG immediately upon receipt. The customer must assert their right to have defects remedied in writing immediately on discovery, otherwise they forfeit their right to have the defects remedied.

In case of items purchased by the customer, any liability for defects is excluded.

If the production of a specific work result has been agreed in writing in the quotation, the customer shall be entitled to the remedying of any defects by Mesol AG. The customer may only demand a price reduction or withdraw from the contract if subsequent improvement fails. Any claims for reimbursement of the costs incurred by the customer to ensure proper service shall be excluded.

Section 12 shall apply to any further claims for compensation beyond this.

Any repair and maintenance work necessary during the rental period may only be performed by Mesol AG or a person appointed by them. Repairs required before and after the return of the rental item shall be performed at the customer's expense, providing that the repair is due to excessive wear by the customer.

10. Remuneration/Default of payment:

Unless otherwise agreed in writing, the customer shall be invoiced for the services provided by Mesol AG on the basis of the quotation.

Unless otherwise agreed, Mesol AG invoices (incl. VAT) shall be due and payable immediately after receipt without deduction. Payments shall be made in Swiss francs unless otherwise agreed in writing. In case of default on payment, the customer shall be charged default interest of 6% per calendar year. Any offsetting of customer receivables against those of Mesol AG is excluded.

11. Retention of title:

Until the customer has rendered full payment, all items manufactured or processed by Mesol AG and sold to the customer in accordance with the quotation shall remain the property of Mesol AG (for rental items see section 5).

The customer shall notify Mesol AG immediately of any seizure, retention, attachment or opening of bankruptcy proceedings against them; in case of purchased items for an installation and also of rental items, which the customer has obtained from Mesol AG, the customer must inform the responsible debt enforcement or bankruptcy office of Mesol's property.

Any right of retention of the customer to items they have received from Mesol AG is excluded.

12. Industrial property rights/Rights of use:

All intellectual property rights, rights of use and processing rights (“rights”) to items produced by Mesol AG (such as, in particular, but not exclusively, plans, drawings, samples, models, etc.) are held in sole and unconditional ownership by Mesol AG.

Mesol AG shall be entitled to otherwise use the ideas, concepts, methods and techniques, as well as the know-how acquired by them in the fulfilment of the contract at their discretion. The secrecy of customers’ confidential data and documents shall always be maintained (see also section 11).

Any breach of rights shall be prosecuted under civil and criminal law.

13. Privacy:

The customer declares their express consent to Mesol AG processing and using the data relating to the contractual relationship with the customer. Mesol AG may also use the fact of the contractual relationship and its specific activity as a reference in offers or at events.

Mesol AG shall be authorised to process the personal data entrusted to them within the scope of contract fulfilment or to have it processed by third parties.

All customer data shall be handled in compliance with the statutory provisions of Swiss data protection laws.

14. Liability:

Mesol AG shall be responsible for the due performance of their contractual obligations and shall be liable for any direct damages that they or third parties commissioned by them cause wilfully or through gross negligence. In all other instances, particularly in the case of minor negligence, as well as of indirect damages, consequential damages and loss of profits, liability is excluded.

The renter has the duty to inform himself about the proper or professional use of the rental objects, as far as he does not have a corresponding training. Mesol AG particularly points out the dangers when handling truss systems, which always requires a certain degree of basic technical knowledge of the user. The lessee has the right to be instructed by Mesol AG on the use of the rental objects. If he does not assert this right upon conclusion of the contract, he confirms at the same time that he has the knowledge necessary for use.

The liability sum shall not exceed the remuneration paid by the customer for Mesol’s services.

The customer shall indemnify Mesol AG from any claims resulting from use other than intended or incorrect use of the items supplied by Mesol AG.

The Client assures Mesol AG to be the owner of the music, film and image rights used in any performed presentations or to have acquired corresponding licenses (e.g. GEMA, SUISA, GEZ, software licenses, which are required for presentation). The Client is responsible for the content of presentations of any kind. The Client must indemnify Mesol AG and compensate for expenses incurred in connection with claims regarding the content presented, infringement of property rights or the prosecution of such violations. The same applies to such protected music, film and image products handed over to Mesol AG for the performance of the order.

In the case of any form of data loss (including in particular, but not limited to, audio and video data), the liability of Mesol AG is limited to the compensation for costs that would normally be incurred to restore the data from an electronic backup assuming that regular and properly conducted backups of data have

been implemented. The Client's responsibility to carry out regular data back-ups in accordance with current technological standards remains unaltered.

15. Warranty of title and quality:

Unless otherwise agreed in writing, all rights under warranty of title and quality shall be excluded providing that this is permissible by law.

16. Withdrawal/Termination:

If, following order confirmation, the customer withdraws from the contract fully or in part, they shall be liable for the contracted sum set out in the order confirmation and for any costs already incurred by Mesol AG as follows

0 - 14 days before start of execution	100%
14 - 30 days before start of execution	75%
30 - 60 days before start of execution	50%
61 days or more before start of execution	25%

Subsequent costs may be charged to the customer if they annul the contract or postpone the execution dates. In particular, this applies to:

Rescheduling personnel and materials, warehouse and transport logistics.
Hotel and flight reservations.
Content or structures already commissioned.
Production of printed matter
Insurances and fees
Cancellation fees and non-refundable advance payments to third parties
Any other expenses verified to be directly related to the contract

Mesol AG may withdraw from the contract for important reasons at any time. Important reasons include, but are not limited to, the customer defaulting on payment, facts having changed since acceptance of the quotation that make it unreasonable for Mesol AG to fulfil the contract, the customer failing to cooperate and so forth.

17. Insurance:

By signing the contract, the customer confirms that they have suitably insured the items rented from Mesol AG against fire and natural hazards, as well as against damage and theft. In case of theft, the customer shall report the incident to the police and have a police report drawn up.

18. Severability:

Should any of the provisions of these General Terms and Conditions be or become invalid, void or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

19. Place of jurisdiction and applicable law:

All agreements and other legal relations between the parties subject to these General Terms and Conditions shall be subject to Swiss law, excluding the Vienna Convention on Contracts for the International Sale of Goods (CISG) and any other international treaties.

For all disputes arising from or in connection with agreements or other legal relations between the parties, which are subject to these General Terms and Conditions, the competent court at the registered office of Mesol AG (8312 Winterberg) shall be responsible, and at Mesol AG discretion, also the registered office or residence of the customer.