

1. General

The following conditions shall form an integral part of the Lessor's quotations and order confirmations. The Lessee shall recognize these conditions through placement of its order. Divergent conditions shall only have validity if the contracting parties have agreed them in writing.

2. Duration of hire and transfer of risk

The service performed by the Lessor shall consist in making the hired material available. In the absence of any agreement to the contrary, assembly shall be the responsibility of the Lessee.

The hire period shall commence with handover of the material to the Lessee and shall end with its return to the Lessor.

Should the Lessee hire an assembled item, the hire period shall commence upon completed assembly of the hired item or usable parts thereof and shall end when the dismantling process commences.

The Lessee may not commission the assembled item until it has been released in writing by the Lessor. He shall be obliged to participate in an acceptance procedure immediately after completion. Risk shall transfer to the Lessee upon acceptance, or upon utilisation if this occurs earlier. During the hire period, the Lessee shall be responsible for monitoring operational readiness and for maintenance. No modifications, reassembly, or additions and/or superstructures may be undertaken without the Lessor's written consent.

In the absence of any agreement to the contrary, place of handover shall be the works at Hüttwilen or Lyss. Any instruction needed for the purposes of assembly/dismantling shall take place in situ.

The Lessee shall ensure customary truck access, adequate loading and storage space as well as unrestricted access to the place of assembly.

3. Deadlines

The agreed delivery dates (in the case of assembled items: assembly and dismantling dates) shall be applicable subject to hindrances and schedule changes for which no-one is responsible, particularly the impact of weather conditions and force majeure. In such cases the Lessor shall not be liable for damage caused by missed deadlines.

4. Ownership

The material supplied, together with all component parts and accessories, shall remain the sole property of the Lessor. The Lessor shall be entitled to notify third parties of this. The Lessee may not pledge or assign the material, nor in any other way transfer ownership thereof to third parties. Sub-leases or onward loans of the hired item shall only be permitted with the written consent of the Lessor. If the material is taken into custody by a third party (e.g. seizure, attachment), the Lessee must inform the Lessor immediately. All losses and consequential costs arising therefrom shall be borne by the Lessee.

5. Duty of care

The Lessor shall surrender the material in perfect condition. Any defects are to be reported immediately by the Lessee. The Lessee shall undertake to use the material supplied carefully and for the agreed purpose, and to return it in a clean and perfect condition. Cleaning of dirty material and replacement of defective or missing material shall be invoiced separately to the Lessee.

6. Liability, protective measures, insurance

The liability of the Lessor for consequential losses (e.g. loss of profit, losses arising from disruption to operations) insofar as the law permits. The Lessee must prove any blame on the part of the Lessor. The Lessor shall not be liable for the labour employed by the Lessee or operator (incl. accidents and the consequences thereof).

In the case of hired items that may constitute a danger for the user or the general public, under no circumstances shall the Lessor be liable for damage incurred as a consequence of inadequate safety measures. Putting in place the necessary measures (duty of occupier to make land or premises safe for persons or vehicles) is solely a matter for the Lessee. Should an action be brought against the Lessor by third parties on the grounds of such damage, the Lessor may have full recourse to the Lessee.

Manufacturer's liability insurance up to a maximum of CHF10,000,000 per claim has been effected in respect of personal injury or property damage for which the Lessor is liable. Insuring the hired item against damage by natural forces is the responsibility of the Lessee.

7. Payment terms

The payment terms stipulated in the order confirmation shall apply. In the absence of any such agreement, the following shall apply: 1/3 on placement of order, 1/3 on handover (for assembled items: completion of assembly), 1/3 on return of item (for assembled items: conclusion of dismantling), each respective payment to be net. In the event of non-compliance with the payment schedule, the Lessee shall owe default interest at the customary bank lending rate, but at least 8% p.a., from the due date, without reminder. Any incidental expenses and legal costs incurred by the Lessor in prosecuting the claim shall be borne by the Lessee.

Should the Lessee fail to comply with the terms of payment or the payment schedule, the Lessor shall be entitled to block usage of the hired article or, if necessary, to dismantle parts thereof. The Lessor may in no way be held liable for the consequences of blocking the hired article or rendering it unserviceable.

8. Quotations and contracts

Unless otherwise agreed, the Lessor's quotations shall not be binding until the order is finally placed. If the Lessee withdraws from the contract for any reason, the Lessor may invoice the following costs:

On cancellation up to 60 days before delivery (or start of assembly)	20% of order value
59 to 14 days before delivery (or start of assembly)	50% of order value
less than 14 days before delivery (or start of assembly)	100% of order value

The determining date is that upon which the Lessor receives written cancellation.

9. Plans, drawings and designs

The Lessor shall retain the copyright and right of use in all drawings, plans, representations and designs generated by it. Samples and models shall be invoiced separately.

10. Place of performance/jurisdiction

Unless otherwise agreed, the place of performance for the services to be rendered by the parties shall be Hüttwilen. The place of jurisdiction for all disputes arising from this agreement shall be Hüttwilen. The Lessor reserves the right also to prosecute the Lessee within the latter's jurisdiction by operation of law. Swiss law shall prevail.