

# General terms and conditions of business (GTC)

## I. Introductory Provisions

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auvISO audio visual solutions ag («auvISO») provides a comprehensive range of rental, delivery, planning, design, development, realisation, introduction, training, maintenance and other services for video, audio, lighting and multimedia systems, in addition to rigging. auvISO provides these services in two areas: Rental and Systems/Services. The provisions set out below under Sections II and V. below are applicable to all services provided by auvISO. The provisions set out under Section III are applicable to Rental services (including special event services (Point 21)), and those under Section IV. apply to Systems/Services.

## II. General Provisions

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### 1. **Authoritative nature of these General Terms and Conditions**

In the absence of any written confirmations to the contrary, signed by auvISO, these General Terms and Conditions apply to all services provided by auvISO and thus, in particular, to the services described under Section I. With their order, the customer declares that they agree to be bound by these General Terms and Conditions. In the absence of specific provisions in these General Terms and Conditions, the provisions of the Swiss Code of Obligations apply subsidiarily. Unless explicitly agreed otherwise in writing, neither any general terms and conditions issued by the customer nor SIA standards are applicable.

### 2. **Scope of performance**

The scope of performance on the part of auvISO («Contract») is determined by the written agreement between the customer and auvISO. If no written agreement is produced, the scope of performance on the part of auvISO («Contract») is determined by the final detailed project plan and/or the contract confirmation from auvISO.

### 3. **Assignability of services**

auvISO has the right, without the consent of the customer, to assign the execution of individual obligations under the Contract, or services to the customer, to third parties. The assignment of the Contract by the customer requires the prior written consent of auvISO.

#### **4. Customer's duty to cooperate**

On their own initiative, or at the request of auviso, the customer must supply auviso with the information with regard to objectives, needs, special operational circumstances, procedures, etc. that auviso requires to fulfil the Contract. Should auviso not receive information that it requires to execute the Contract, or if such information is incomplete, or supplied late or in an unsuitable form, the customer must compensate auviso in full for the resulting additional expense. This applies irrespective of whether or not the customer was already in possession of the necessary information at the relevant point in time, and whether or not the breach of the duty to cooperate was the fault of the customer. Should the failure of the customer to fulfil their duty to cooperate mean that auviso is no longer able to meet deadlines, auviso is also entitled unilaterally to amend such deadlines accordingly.

#### **5. Difference between customer address and invoice address**

The customer is liable for the fee that is to be made to auviso. If there is more than one customer, then all customers bear joint and several liability. If the customer has a different invoice address, auviso accepts no collection risk and the customer bears joint and several liability for the full amount.

#### **6. Payment terms**

Terms of payment are governed by the agreement that has been concluded or the final detailed project plan and/or the contract confirmation. Amounts are stated exclusive of value added tax. Once the stated payment deadline has passed, the customer must pay default interest of 6%, whether or not a reminder to this effect has been issued. auviso has the right to demand that all or part of the invoice amount be paid in advance. This applies in particular to new customers and to long-term rentals. auviso is not obliged to provide any services before payment has been received.

#### **7. Set-off of claims**

The prior written consent of auviso is required before the customer may set off amounts that they owe to auviso against their own claims against auviso.

#### **8. No liability on the part of auviso**

Unless expressly stated otherwise in these General Terms and Conditions, to the extent permitted by law auviso accepts no liability whatsoever

### **III. Special Provisions for Rental and Special Event Services**

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#### **9. Permits, etc.**

The customer must obtain any necessary approvals, permits, licence rights, expert opinions of all types, structural analysis, etc. in advance and at their own expense. The customer has the right to withdraw from the agreement if approvals/permits cannot be obtained. In such cases, the provisions on and consequences of withdrawal from the agreement on the part of the customer (Point 20) will apply.

## **10. Event security**

Safety and security (protection of human and animal life, the environment and equipment) at events is the sole responsibility of the customer. auviso bears no such liability, or liability in connection with the lawfulness of the content of the event. The customer is also obliged to ensure that auviso equipment is guarded or protected appropriately. auviso is entitled to withdraw from the agreement any time should it be unreasonable to proceed with the event for technical (e.g. insufficient security) and/or legal and/or environmental (e.g. risk of adverse weather conditions) reasons. No damages are payable by auviso in such cases. However, the customer must still compensate auviso in full for any and all expenses incurred.

## **11. Start and end of rental**

The rental of rented property begins when the rented property leaves the auviso warehouse or, if it is transported by a third party, at the time it is handed over to the carrier. The rental ends when the rented property is returned to the auviso warehouse.

## **12. Use of rented property**

The rented property may be used exclusively by suitable, capable personnel exercising due care. The customer must follow and comply with instructions for use and safety regulations. The rented property may be used for its intended purpose only. The customer is furthermore obliged to keep the rented property in a locked or guarded environment.

## **13. auviso logos**

The auviso company logos and text that appear on the rented property may not be removed or covered or amended in any way. The customer must compensate auviso in full for any damage that auviso incurs in this connection.

## **14. Notification of defects; remediation**

The customer must check rented property provided by auviso immediately upon receipt. The customer must make any claim to auviso for the remediation of defects immediately upon discovery of such defects, either in writing or electronically (by e-mail), against proof of receipt. Failure to do so nullifies any claim to have defects remedied, for substitute performance, or for a reduction in the invoice amount. The customer is aware that the rented property is used on multiple occasions and that, when it is handed over, it will generally be neither new nor free of impairments to its functioning. Consequently, normal signs of wear and deviations in colour or dimension are not deemed to be faults which impair the fitness for purpose of the rented property.

### **15. Repair and maintenance of rented property**

Should the rented property become defective during the rental period, the customer must notify auvISO immediately in writing or electronically (by e-mail), against confirmation of receipt. Should the customer fail to notify auvISO of the defect, they are liable for further damage caused by that defect. Repairs are to be carried out exclusively by auvISO, or by a person nominated by auvISO. If the defects have been caused by the customer or by a person or third party under the responsibility of the customer, the customer is liable in full for the costs of repair, even where the customer themselves is not at fault. In cases in which it can be proven that the defect was not caused by the customer or by a person or third party under the responsibility of the customer, the costs of repair will be borne by auvISO. auvISO is free to decide at its own discretion whether the defect should be remedied by means of repair, substitute performance or a reduction in the rental rate.

### **16. Ownership of rented property / exclusion of right of retention**

Legal ownership of the rented property, including all accessories and fittings, remains with auvISO. It is strictly forbidden to sublet the rented property or to assign the rental relationship, or to sell or pledge the rented property or to hand it over to third parties. The customer has no right of retention in respect of the rented property.

### **17. Return of rented property**

The customer must return the rented property to the agreed location at the agreed time. In the event of late return, the customer will owe the rental rate, as calculated under Point. 19, for each day or part-day. auvISO reserves the right to claim further damages in such cases. Rented property that is not returned, or is returned damaged, as well as the cost of purchasing replacements, will be invoiced to the customer in full. Rented property must always be returned in a clean condition. Any cleaning costs will be charged to the customer.

### **18. Liability on the part of the customer**

The customer is liable in full for any damage, loss or theft. In the event of theft or criminal damage, the customer is obliged to report the incident to the police and have an incident report drawn up. The customer also assumes liability for any accidental loss of the rented property during the entire rental period. Transportation by third parties is at the customer's own risk. The customer must notify auvISO immediately, in writing or electronically (by e-mail), against confirmation of receipt, of any incident whatsoever in connection with the rented property. The customer is responsible, at their own expense, for insuring the rented property against all risks.

### **19. Calculation of rental rate**

The rental rate is calculated on the basis of the actual duration of the rented property's use at the event venue (whole day = day of use). The minimum rental duration is one day. Where the duration of rental is disproportionately long in comparison with the days of actual use, auvISO reserves the right to amend the rental rate accordingly. The personnel and transport costs incurred by auvISO in connection with the rented property will be invoiced to the customer additionally on an as-incurred basis, or as a flat rate. The rental rate, plus personnel and transport costs and any other payments owed, results in the agreed invoice amount.

## **20. Consequences of withdrawal from the agreement on the part of the customer**

The customer may withdraw from the rental agreement under the following conditions, with the consequences set out below: Should the customer withdraw from an agreement which has already been concluded, they must pay auviso the following proportions of the agreed invoice amount (cancellation fee):

Withdrawal up to 30 days before start of rental: 40 %

Withdrawal up to 10 days before start of rental: 60 %

Withdrawal up to 3 days before start of rental: 80 %

Withdrawal later than 3 days before start: 100 %

If auviso has already made preparations, or other types of cost have been incurred which exceed the cancellation fee, auviso may charge the customer the actual level of such expenses.

## **21. Supplementary provisions for special event services**

Where specifically agreed, the Contract awarded to auviso may include conducting and/or supporting the conduct of the customer's events (e.g. staging concerts, general meetings, conferences, etc.). In such cases, auviso guarantees the fitness for purpose and functioning of the equipment provided for the event, as well as for the careful selection of the auviso personnel who will operate that equipment. auviso will remedy any faults or deficiencies within a reasonable period. If this is not possible for reasons for which auviso is responsible, and if it is unreasonable on objective grounds for the customer to continue with the Contract, the customer may withdraw from the agreement. In all other cases, the customer may demand an appropriate reduction in the invoice amount.

## **22. Liability on the part of auviso**

auviso accepts no liability whatsoever for damage or loss caused by the customer or by a person or third party under the responsibility of the customer. In particular, this includes damage or loss caused by incorrect operation of the rented property and a lack of knowledge about how the rented property works, etc. auviso bears liability only for damage or loss caused by auviso directly, where such damage or loss is the result of gross negligence, or has been caused intentionally. Any and all further liability, in particular for simple negligence, force majeure, and for consequential loss such as lost earnings, unrealised savings, additional expenses, etc. is expressly excluded. To the extent permitted by law, no liability is accepted for personal injury.

## **IV. Special Provisions For Systems / Services («Work»)**

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### **23. On-site services**

Structural analysis and expert opinions of all types must be supplied by the customer at their own expense and on their own responsibility. Responsibility for coordinating the various contractors lies with the customer or the construction manager. Should the Work of auviso be delayed or interrupted owing to services which must be provided on-site, or to the performance of third parties, for which auviso is not itself responsible, the customer must compensate auviso in full at its first request for the resulting inconvenience and expense. Any approvals and permits (such as TV rights, radio microphone permits, etc.) must be acquired by the customer at their own expense.

## **24. Delivery and set-up dates**

auviso will unilaterally extend agreed delivery and set-up dates appropriately should the customer change the scope of Work after the agreement has been concluded, or if the customer does not fulfil their duty to cooperate, or fulfils it late or to an insufficient degree. Point 23 also applies. The same applies should dates and deadlines be missed by third-party suppliers and similar which result in delays in auviso's installation work.

## **25. Handover of Work; duty to test and report**

Once the Work has been handed over, the customer is obliged to test it immediately (official acceptance) and to notify auviso of any defects within seven days at the latest, in writing or electronically (by e-mail), against confirmation of receipt. If the customer fails to test the Work and report any defects within the set period, the Work is deemed to have been accepted. This does not apply to latent defects. At the request of the customer or auviso, a written acceptance protocol will be produced. Should the acceptance process for the Work reveal defects of such severity that the work is unusable for the customer, or that it is unreasonable to expect the customer to accept the Work, then the customer may refuse to accept that Work. auviso undertakes in such cases to remedy the defects within a reasonable period at no charge to the customer. If it is not possible to make any such improvements, or should auviso reject them, the customer may withdraw from the agreement. auviso is not liable to pay damages in such cases. Should the acceptance process for the Work reveal defects which do not make the Work unusable for the customer or unreasonable for the customer to accept, the customer must accept the Work. In such cases, auviso is obliged to remedy these defects within a reasonable period. Should the defects emerge only at a later date (latent defects), they must be reported as soon as they are discovered, otherwise the Work will be deemed to have been accepted with regard to these defects. No further warranty or guarantee shall apply, even in respect of latent defects, beyond the end of the guarantee period set out in Point 27.

## **26. Rights to software**

All rights to software made available to the customer, including source code, programme descriptions and documentation in either written or machine-readable form, remain with auviso. Subject to a separate agreement, a copy of the source code may be handed over to the customer following successful acceptance of the Work.

## **27. Guarantee periods**

auviso offers the following guarantee for all of the Work that it installs and supplies:

- Hardware: guarantee period set by the manufacturer
- Installation and program guarantee: 12 months from acceptance
- Repairs concerning hardware, as well as installations and programs: 03 months from acceptance of the repair

## **28. Scope of guarantee**

In the case of hardware, the guarantee is limited to the replacement of defective parts free of charge within a reasonable period. However, all expenses incurred by auviso, such as hours worked, travelling time, travelling expenses, logistics, postage and packing, customs formalities, any replacement hardware supplied on a temporary basis, as well as administrative clarifications, must be paid for at auviso's applicable rates. Under the guarantee, the customer may demand that defects in installations and programs are remedied free of charge. auviso will remedy the defect within a reasonable period and will bear all of the expenses that it incurs in doing so. No reduction in price may be given unless remediation has definitely failed after a reasonable period has been granted twice, or if such remediation is rejected by auviso. The above provisions on hardware guarantees apply to the guarantee for hardware repairs. Those on installations and program guarantees apply to the guarantee for repairs to installations and programs.

## **29. Guarantee exclusions**

The guarantee does not cover the repair or remedy of damage or loss caused by force majeure, excessive use or wear, damaging environmental factors, the incorrect use of the Work, failure to comply with set-up, operating and maintenance instructions, or unauthorised intervention by the customer or by a person or third party under the responsibility of the customer. Guarantee services are expressly excluded in such cases.

## **30. Liability on the part of auviso**

auviso bears liability only for damage or loss caused by auviso directly, where such damage or loss is the result of gross negligence, or has been caused intentionally. Any and all further liability, in particular for simple negligence, force majeure, and for consequential loss such as lost earnings, unrealised savings, additional expenses, etc. is expressly excluded. To the extent permitted by law, no liability is accepted for personal injury. If existing systems and fittings, etc. are damaged in the course of installation work, auviso is liable only for the cost of proper repairs. If the installation work is performed by auviso, and if construction and installation work results in damage owing to the customer's failure to provide sufficiently detailed plans (showing piping and wiring, etc.), then the customer must bear the cost of repairs.

## **31. Reservation of ownership**

The Work that has been supplied remains in the ownership of auviso until it has been paid for in full by the customer. auviso has the right to have its reservation of ownership entered in the reservation of ownership register.

## V. Concluding Provisions

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### 32. Customer data

The customer gives their express consent that auviso may process and continue to use data resulting from the contractual relationship [e.g. photos, plans, structural analyses]. Furthermore, auviso may use the existence of the contractual relationship and its specific activities thereunder as a reference, for example in offers, for promotional purposes, or at events.

### 33. Severability clause

Should one of the provisions of these General Terms and Conditions be or become legally ineffective, whether wholly or in part, or in the event of any omissions, the remaining provisions are unaffected and remain valid. In such cases, the invalid provision is to be replaced, or a provision added, which serves the original financial and legal purpose of the agreement between the customer and auviso as closely as possible.

### 34. Applicable law and place of jurisdiction

The agreement between the customer and auviso is subject exclusively to Swiss law, to the exclusion of rules on conflicts of law. Subject to the existence of any other mandatory place of jurisdiction, the exclusive place of jurisdiction is the registered office of auviso audio visual solutions ag, currently in Kriens/Lucerne.