

Immersive events

General terms of business rental agreement No. 225

Stand: 15.12.2008

1.1. Scope of Application

Unless expressly stated otherwise in writing, the General Terms of Business of Habegger AG in Regensdorf shall apply to all business transactions which are concluded between Habegger AG on the one hand, and their contractual partners (hereinafter referred to as the customer), on the other.

1.2. Rented object

Object of rent shall be all in the receipt of delivery itemized equipment together with accessories and incidentals. The customer shall be obliged to examine the rented objects when they are taken over to ensure that they are complete and free from defects. The customer shall report any defects and missing parts immediately to Habegger AG, otherwise the rented item is considered to be faultless.

1.3. Use of rented object

The customer shall treat the rented equipment with care throughout the entire period of rent. The rented items may only be installed, operated and removed in accordance with the technical rules and exclusively by qualified personnel. The customer shall ensure continual compliance with all applicable safety regulations and instruction manual. The Customer shall ensure, at all times, that the hired equipment is protected or locked.

1.4. Right of property

The right of property of the rented objects, together with accessories and incidentals, remains with Habegger AG. Consumable supplies shall be expressly declared as such.

In case of damage or fault of the rented items not reported at the time of taking over, the customer shall refund Habegger. In the event of a total write-off or loss, the customer shall refund the cost of replacement, minus any residual value if applicable. In addition, the customer shall also repay any consequential losses incurred.

1.5. Repair and maintenance

All possible maintenance and repair work during the rental period shall be carried out only by Habegger AG or a third party appointed by Habegger AG at the customer's expense.

1.6. Return of the rented item

The rented items shall be returned to Habegger AG warehouse in full, in orderly, clean and faultless condition during the period specified. For every day by which the agreed rental period is exceeded, the customer shall pay compensation equal to the agreed remuneration per day. In the event of a total write-off or loss, the customer shall refund the cost of replacement, minus any residual value if applicable. In addition, the customer shall also repay any consequential losses incurred, especially any reduction in value, expert fees, loss of rental income and a lump sum for administrative expenses.

1.7. Alteration of the rented item

Any alterations to the rented equipment, by the customer himself or by others, are strictly prohibited, in particular the changing, removal or masking of labelling or logos on the rented equipment.

1.8. Subleasing and assignation

The customer is not permitted to dispose of any hired equipment owned by Habegger AG by way of subleasing or assignation or in any other way.

1.9. Prices and conditions

Lease price and conditions are determined according to the compilation of costs / confirmation of order. The minimum rental is SFr. 100.-. The invoice amount shall be payable within 10 days from date of invoice, net without deductions. Transport costs are chargeable to the customer.

1.10. Insurance

The customer shall be obliged to take out appropriate and adequate insurance against the risks generally associated with the rented items (loss, theft, damage, third-party liability).

1.11. Applicable Law / Legal Venue

The law of Switzerland according to the Swiss Obligation Act shall apply to these terms and conditions. Exclusive venue shall be Habegger AG business headquarters in Regensdorf.

1.12. Theft Transport damage

In case of theft or loss the customer shall be committed to procure a police report. In case of freight damage the customer shall be obliged to procure a stock taking from the freight carrier.