

General Terms and Conditions

1. General

- 1.1. The following terms and conditions are part of all contracts of **movinglight-design.ch**.
- 1.2. Any divergent agreement of the general terms and conditions requires a confirmation in written form from **movinglight-design.ch**. Conflicting terms and conditions of the tenant are explicitly contradicted.
- 1.3. The tenant must be of legal age and authorised to sign.
- 1.4. The offers are binding, unless they are explicitly designated as not binding. A valid contract becomes binding by a written order confirmation (e-mail), by transfer of rental property to the tenant, by commencement of service cooperation or by selling products.
- 1.5. Any deals, concepts, bills of material, technical drawings, plans and other contents are under the law of copyright.
- 1.6. All prices are net, VAT excluded.

2. Services

- 2.1. All services of the contract agreed upon are to be fulfilled.
- 2.2. All services that exceed the contractually agreed conditions and agreements are charged according to the current hourly wage rate. If the customer agrees to a reduction of scope, the parties must agree on it in written or oral form.
- 2.3. The customer provides a competent, authorised contact person throughout the duration of the entire project.

3. Renting

- 3.1. The minimum rental period is one day (12 a.m. to 12 a.m. on the following day). The rental period corresponds to the duration defined by contract. The material rented out is to be returned within the time agreed upon beforehand.
- 3.2. The rental fee is based on the current price list and must be paid not matter whether the devices were actually used or not. Premature return of the equipment does not automatically result in reduction of the rental fee.
- 3.3. **movinglight-design.ch** reserves the right to substitute the devices with other devices with the same functionality.
- 3.4. The rental objects must be returned in complete, sorted and clean condition and form.
- 3.5. If the tenant refuses to be present during inventory of the returned equipment by the proprietor, he automatically accepts and acknowledges the inventory compiled by a designated delegate of **movinglight-design.ch**.
- 3.6. The tenant is obligated to handle all rental equipment with care. The tenant confirms that he or one of his representatives handles the equipment in the same diligent manner and has been instructed how to use the rental devices in their proper way.
- 3.7. The equipment remains the property of **movinglight-design.ch** at all times, even when rented out. The tenant must keep the equipment in his direct possession and must only use it at the agreed location and the intended purposes.
- 3.8. Serial numbers, manufacturer signs or other identification marks on the devices must neither be removed nor defaced in any way. The tenant allows **movinglight-design.ch** at all times to check on the condition of the equipment.
- 3.9. The customer must ensure to monitor and supervise all devices for the entire period.
- 3.10. For new customers, in particular private costumers, the rental amount must be paid in advance with 150.00 CHF deposit (valid only for local renting).

4. Selling

- 4.1. All products are sold, unless otherwise defined, as EXW.
- 4.2. If the warrant is not explicitly defined, **movinglight-design.ch** ensures a warranty of 12 months from date of purchase on offered services and gear sales.

5. Transport and Transfer of Risk

- 5.1. The transport of rental equipment is at the expense and risk of the tenant, unless the transport is part of the contract and carried out by responsibility of **movinglight-design.ch**.
- 5.2. The transfer of risk from the selling party to the tenant either occurs at the warehouse in Gisikon/Switzerland or when the materials arrived at its final destination/place of installation.
- 5.3. If defects or incomplete equipment is not recognised at hand out or at a later stage, the tenant must immediately inform **movinglight-design.ch** about it upon discovery. Otherwise, **movinglight-design.ch** assumes that the condition of the rental equipment is free of any defects.

6. Liability

- 6.1. The tenant is liable for all damages (e.g. loss, caused defects, transport damage, personal injury, fire and water damage, faulty power supply, weather, pollution etc.) to the rental devices during the rental period. The tenant is also liable for any damage caused by accident as well as damages caused by force majeure.
- 6.2. In case of total loss or theft of equipment, the tenant is responsible and has, regardless of the actual market value, to pay for the replacement value and procurement costs. In addition, the tenant is obliged to reimburse reports to the police. Furthermore, the tenant is obliged to immediately report to **movinglight-design.ch**.
- 6.3. Staff hired as assisting man power, in order to support **movinglight-design.ch** is not covered by health and other insurance services and/or policies by **movinglight-design.ch**. The organiser is responsible for the required insurance coverage of his staff.
- 6.4. A liability for damages caused by inobservance of valid regulations and laws by the customer is excluded. Liability for consequential damage is also excluded.

7. Cancellation/Termination

- 7.1. The tenant has the right to terminate a rental mission or a service agreement in accordance with the following provisions (cancellation). The notice of termination must be in written form.
- 7.2. In case of a cancellation one day before the rental time begins, the entire amount of all rental equipment fees has to be paid. In case of early cancellation the fees are reduced as follows: Up to 14 days before commencement of renting, 30% of the total costs are reimbursed; up to 7 days prior to commencement of renting, 50% of the total costs are reimbursed; and up to 2 days before commencement of renting, 80% of total costs are reimbursed. Any services, which have already been carried out by **movinglight-design.ch** prior to cancellation request in written form, are to be paid to the full extent by the tenant.
- 7.3. The contract may be terminated by **movinglight-design.ch** without any further notice if the economic situation of the tenant has significantly worsened, if the tenant uses the rental devices contrary to contract and not with the required due diligence, if the tenant is in delay with regard to the payment of the rental fees or if the tenant does not pay. Furthermore, **movinglight-design.ch** reserves the right to cancel contracts without further notice if force majeure occurs and/or the service/rental agreements are not feasible for **movinglight-design.ch**.

8. Miscellaneous

- 8.1. The jurisdiction is CH-6038 Gisikon. Swiss law applies.
- 8.2. For all cases that are not explicitly regulated in this general terms and conditions, the provisions of the main contract and the Swiss Code of Obligations are applied.

Gisikon, 2017-01-16