

GENERAL TERMS AND CONDITIONS

(Version: 12.01.2021; supersedes all previous versions)

These General Terms and Conditions are divided into two sections

- A) Rental and event services
- B) Installations (see page 06 and onwards)

A) Rental and event services

1. SCOPE

- 1.1. These General Terms and Conditions apply to all contracts between Winkler Livecom AG, domiciled in Wohlen AG (hereinafter referred to as WINKLER) and its customers regarding the services set out in the order confirmation, unless otherwise expressly agreed in writing or stipulated by law.
- 1.2. The customer's General Terms and Conditions are not applicable unless they have been expressly acknowledged by WINKLER collectively or individually.

2. SCOPE AND PERFORMANCE OF SERVICES

- 2.1. 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.
- 2.2. 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 WINKLER on conclusion of the additional outlay. In the case of rental items, the invoice shall be issued upon their return.
- 2.3. WINKLER shall be entitled to assign the performance of individual contractual obligations to third parties. WINKLER shall be responsible for their due selection and instruction.

3. PLACE OF PERFORMANCE/TRANSFER OF RISK/SHIPPING

- 3.1. Unless otherwise agreed in writing, the place of performance and of risk transfer shall be the headquarters of WINKLER.
- 3.2. 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.
- 3.3. The shipping service by WINKLER constitutes an accessory obligation. WINKLER may commission a shipping company for the purpose.

4. DEFAULT OF ACCEPTANCE/FAILURE TO COOPERATE

- 4.1. If the customer or a third party commissioned by them defaults on accepting the service offered by WINKLER, or if the customer or a third party commissioned by them fails to cooperate duly, WINKLER shall be entitled to terminate the contract without notice. This shall not affect WINKLER'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 WINKLER from any third-party claims.

5. RENTAL CONDITIONS

- 5.1. 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.
- 5.2. WINKLER 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 WINKLER 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.
- 5.3. WINKLER 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 WINKLER.
- 5.4. WINKLER 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.
- 5.5. 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 WINKLER company logos is prohibited. In case of breach, the customer shall bear the costs for restoring the rental item to its original condition.
- 5.6. The customer shall ensure that the rental items are not passed on to third parties and shall take reasonable precautions against loss and theft.
- 5.7. 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. WINKLER reserves the right to claim further damages.
- 5.8. Sub-renting or transferring the rental relationship is prohibited.
- 5.9. The customer shall be liable for damage, loss or theft of the rental items from time of delivery until time of return.

6. SERVICES

- 6.1. Winkler guarantees to supply the agreed services with professional care. Due performance is not measured on the basis of a predefined work result.
- 6.2. Winkler shall inform the customer of any identifiable circumstances that might jeopardise contract fulfilment. Winkler shall also notify the customer of any further developments that, for technical or economic reasons, may justify a change in the services.
- 6.3. Winkler shall pledge itself and its employees to comply with the legal regulations and the customer's operational requirements.

- 6.4. Customer's obligation to cooperate: the customer shall duly notify Winkler 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

- 7.1. 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.
- 7.2. 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

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

9. REMEDY OF DEFECTS

- 9.1. The customer must inspect the items provided by WINKLER 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.
- 9.2. In case of items purchased by the customer, any liability for defects is excluded.
- 9.3. 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 WINKLER. 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.
- 9.4. Any repair and maintenance work necessary during the rental period may only be performed by WINKLER 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

- 10.1. Unless otherwise agreed in writing, the customer shall be invoiced for the services provided by WINKLER on the basis of the quotation.
- 10.2. Unless otherwise agreed, WINKLER 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.
- 10.3. In case of default on payment, the customer shall be charged default interest of 6% per calendar year.
- 10.4. Any offsetting of customer receivables against those of WINKLER is excluded.

11. RETENTION OF TITLE

- 11.1. Until the customer has rendered full payment, all items manufactured or processed by WINKLER and sold to the customer in accordance with the quotation shall remain the property of WINKLER (for rental items see section 5.3.).
- 11.2. The customer shall notify WINKLER 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 WINKLER, the customer must inform the responsible debt enforcement or bankruptcy office of WINKLER's property.
- 11.3. Any right of retention of the customer to items they have received from WINKLER is excluded.

12. INDUSTRIAL PROPERTY RIGHTS/RIGHTS OF USE

- 12.1. All intellectual property rights, rights of use and processing rights ("rights") to items produced by WINKLER (such as, in particular, but not exclusively, plans, drawings, samples, models, etc.) are held in sole and unconditional ownership by WINKLER.
- 12.2. WINKLER 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.).
- 12.3. Any breach of rights shall be prosecuted under civil and criminal law.

13. PRIVACY

- 13.1. The customer declares their express consent to WINKLER processing and using the data relating to the contractual relationship with the customer. WINKLER may also use the fact of the contractual relationship and its specific activity as a reference in offers or at events.
- 13.2. WINKLER 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.
- 13.3. All customer data shall be handled in compliance with the statutory provisions of Swiss data protection laws.

14. LIABILITY

- 14.1. WINKLER 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.
- 14.2. The liability sum shall not exceed the remuneration paid by the customer for WINKLER's services.
- 14.3. The customer shall indemnify WINKLER from any claims resulting from use other than intended or incorrect use of the items supplied by WINKLER.

15. WARRANTY OF TITLE AND QUALITY

- 15.1. 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

16.1. 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 WINKLER as follows

16.2.	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

16.3. WINKLER 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 WINKLER to fulfil the contract, the customer failing to cooperate and so forth.

17. INSURANCE

17.1. By signing the contract, the customer confirms that they have suitably insured the items rented from WINKLER 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

18.1. 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

- 19.1. 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.
- 19.2. 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 WINKLER (Wohlen AG) shall be responsible, and at WINKLER's discretion, also the registered office or residence of the customer.

B) Installations**20. SCOPE**

- 20.1. These General Terms and Conditions apply to all contracts between Winkler Livecom AG, domiciled in Wohlen AG (hereinafter referred to as WINKLER) and its customers regarding the services set out in the quotation unless otherwise expressly agreed in writing or stipulated by law.
- 20.2. The customer's General Terms and Conditions are not applicable unless they have been expressly acknowledged by WINKLER collectively or individually.

21. SCOPE AND PERFORMANCE OF SERVICES

- 21.1. The object of the contract is the service agreed on the basis of the written quotation.
- 21.2. WINKLER offers a comprehensive range of services in the planning, conception, development, implementation, set-up and maintenance of audio and video systems
- 21.3. 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 WINKLER on conclusion of the additional outlay.
- 21.4. WINKLER shall be entitled to assign the performance of individual contractual obligations to third parties. WINKLER shall be responsible for their due selection and instruction.

22. PLACE OF PERFORMANCE/TRANSFER OF RISK/SHIPPING

- 22.1. The place of performance and of transfer of risk shall be the headquarters of WINKLER ("place of performance").
- 22.2. 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.
- 22.3. The shipping service by WINKLER constitutes an accessory obligation. WINKLER may commission a shipping company for the purpose. Shipping costs shall be borne by the customer in each instance.

23. DEFAULT OF ACCEPTANCE/FAILURE TO COOPERATE

- 23.1. If the customer or a third party commissioned by them defaults on accepting the service offered by WINKLER, or if the customer or a third party commissioned by them fails to cooperate duly, WINKLER shall be entitled to terminate the contract without notice. This shall not affect WINKLER'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 WINKLER from any third-party claims.

24. INDUSTRIAL PROPERTY RIGHTS/RIGHTS OF USE

- 24.1. All intellectual property rights, rights of use and processing rights ("rights") to items produced by WINKLER (such as, in particular, but not exclusively, plans, drawings, samples, models, etc.) are held in sole and unconditional ownership by WINKLER.
- 24.2. WINKLER 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.).
- 24.3. Any breach of rights shall be prosecuted under civil and criminal law.

25. PRIVACY

- 25.1. The customer declares their express consent to WINKLER processing and using the data relating to the contractual relationship with the customer. WINKLER may also use the fact of the contractual relationship and its specific activity as a reference in offers or at events.
- 25.2. WINKLER 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.
- 25.3. All customer data shall be handled in compliance with the statutory provisions of Swiss data protection laws.

26. LIABILITY

- 26.1. WINKLER 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.
- 26.2. The liability sum shall not exceed the remuneration paid by the customer for WINKLER's services.
- 26.3. The customer shall indemnify WINKLER from any claims resulting from use other than intended or incorrect use of the items supplied by WINKLER.

27. EXTENT OF COST-COVERING BY THE AGREED PRICE

- 27.1. The price covers the services agreed in the contract. All services or deliveries additionally or subsequently requested by the customer shall be invoiced separately.
- 27.2. The contractually agreed prices shall remain binding for twelve months from the date of contract signing by WINKLER. At the end of twelve months, WINKLER's services shall be charged at the current rates.

28. SERVICES TO BE SUPPLIED BY THE CUSTOMER

- 28.1. Bricklaying, in particular scabbling and plastering to create openings, recesses, bases, power installations and cable feeders, etc. for system components and special constructions, shall be carried out by the customer at their own cost and responsibility.
- 28.2. Structural calculations and surveys of all kinds must be organised by the customer at their own expense.
- 28.3. The customer and/or the site manager shall be responsible for coordinating the various contractors.

If, as a result of services to be provided by the customer, WINKLER experiences interruptions and hindrances for which they are not responsible, the cost of resulting inconveniences shall be invoiced separately.

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

29. Delivery times and assembly dates

- 29.1. Delivery times and assembly dates shall be agreed between WINKLER and the customer in individual cases.
- 29.2. The delivery times and assembly dates shall be extended appropriately if the customer subsequently extends or changes the scope of work or fails to fulfil their cooperation obligations, or does so belatedly or inadequately.
- 29.3. The same shall apply to deadlines which third-party suppliers, etc. fail to meet, resulting in delays in the installation work of WINKLER.

30. RETENTION OF TITLE

- 30.1. The delivered system shall remain the property of WINKLER until full payment is rendered by the customer
- 30.2. WINKLER shall be entitled to have the retention of title entered into the retention of title register.

31. TRANSFER OF BENEFIT AND RISK

- 31.1. In case of goods only being delivered (material for assembly to third-party craftsmen, etc.), the benefit and risk of the ordered goods shall be transferred to the customer on shipping. They are thus shipped at the customer's risk

32. COMMISSIONING

- 32.1. Commissioning comprises the function check of the equipment supplied by WINKLER, system activation, updating of the system file, and instructing of the users.
- 32.2. A commissioning report is generally drafted. The report records the time at which commissioning was completed. If no report is compiled, commissioning shall be deemed complete following commissioning by the customer.

33. ACCEPTANCE

- 33.1. A joint inspection shall take place prior to acceptance. A report is compiled on the inspection and its findings, which is signed by both contracting parties sign. Partial acceptances are also possible by mutual agreement. They are valid subject to full acceptance.
- 33.2. If no defects are identified during inspection, the service is accepted on signing of the report.
- 33.3. If the inspection reveals minor defects, the service is also accepted on signing of the report. WINKLER shall remedy the defects identified under the warranty. Defects are deemed negligible if all the basic functions of the solution can be used.

- 33.4. In case of significant defects, acceptance shall be postponed. WINKLER shall remedy the defects identified and invite the customer to reinspect and accept the system. A defect is deemed significant if a basic function of the solution cannot be used on its account.
- 33.5. If the customer does not perform the acceptance test within a reasonable extension period despite being reminded to do so, or if they use the equipment and systems without WINKLER's consent, the equipment and systems shall be deemed accepted.

34. WARRANTY CONDITIONS

WINKLER shall provide the following warranty for all equipment and systems it delivers and installs:

- 34.1. equipment warranty according to manufacturer's specifications.
In most cases, the manufacturer's warranty is in relation to the material only. All services required in connection with the reconditioning, replacement or repair of the affected equipment shall be invoiced.
- 34.2. Installation and programming warranty: 24 months from acceptance.
The remedying of damage caused by force majeure, exceptional stress or wear, harmful environmental influences, incorrect system handling, non-compliance with the installation, operating and maintenance instructions, or unauthorised intervention is not covered by this warranty.
Wearing parts such as lamps, filters, castors, etc. are also excluded from this warranty.

32 COMPLAINTS TIME LIMITS

- 32.1 Defects must be reported within 10 days after discovery, otherwise the service provided is deemed approved and warranty claims of any nature can no longer be asserted.
- 32.2 WINKLER assumes no liability for defects reported after the expiry of the warranty period. Warranty rights are time-limited to within one year from acceptance

33 SOFTWARE/PROGRAMMING AND SOFTWARE DEVELOPMENT

- 33.1 WINKLER guarantees that it will carry out programming according to the customer's requirements and that this corresponds to the description in the accompanying program documentation
- 33.2 WINKLER cannot guarantee that the developed product will function perfectly under all conditions.
- 33.3 The intellectual property rights to the software supplied to the customer, including source code, program descriptions and documentation in written or machine-readable form shall remain with WINKLER. Should third parties be entitled to rights, WINKLER shall guarantee that they hold the necessary rights of use and sale. The customer has no right to the source code (and/or parts thereof) nor to program descriptions (special agreement).
- 33.4 The customer purchases the non-transferable, non-exclusive right to the use and utilisation of the software within the scope (application) agreed in the contract document.
- 33.5 In case of hardware failure, the customer shall be entitled to use the software on substitute hardware at no extra charge.

34 ORDER CANCELLATION

- 34.1 Unless agreed otherwise in writing, the following cancellation conditions shall apply

If the contract is cancelled or terminated unilaterally, all advance and part payments shall be retained to compensate for expenses incurred.

At the least however, Winkler shall invoice the customer for expenses that are verifiably related directly to the contract. In particular, for

Planning and conception costs
Hotel and flight reservation costs
Costs for content or structures already commissioned
Printed matter production costs
Insurance costs and fees
Cancellation fees and third-party costs
Costs for advances to third parties

35 PAYMENT CONDITIONS

- 35.1 Unless agreed otherwise in writing, the following payment conditions shall apply

50% deposit on order placement
40% on delivery of the goods
10% after commissioning/acceptance

36 REMUNERATION/DEFAULT OF PAYMENT

- 36.1 Unless otherwise agreed in writing, the customer shall be invoiced for the services provided by WINKLER on the basis of the respective order confirmation.
- 36.2 Unless otherwise agreed, WINKLER invoices (incl. VAT) shall be due and payable immediately after receipt without deduction. Payments must be made in Swiss francs.
- 36.3 In case of default on payment, the customer shall be charged default interest of 6% per calendar year.
- 36.4 Any offsetting of customer receivables against those of WINKLER is excluded.