

GENERAL TERMS AND CONDITIONS

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1. GENERAL PROVISIONS

- 1.1. The following General Terms and Conditions apply to all contracts between Winkler Livecom AG with headquarters in Wohlen AG (thereafter called WINKLER) and its customers for the performance and services described in the offer, provided no other express written agreement is made nor other provisions are stipulated by the law.
- 1.2. The General Terms and Conditions of customers are not applicable, unless they have been expressly accepted in writing, fully or partially, by WINKLER.

2. SCOPE AND PERFORMANCE OF SERVICES

- 2.1. Subject to this contract are the agreed upon services which are the basis of our offer.
- 2.2. Should the customer wish to extend the services beyond the scope of the accepted offer after signing a contract, the related additional expenditures will be invoiced separately at the hourly rate previously agreed upon. The additional costs will be invoiced by WINKLER at the end of the contract. In the case of rental of equipment, the invoice is made upon return of the rented material.
- 2.3. WINKLER reserves the right to subcontract certain obligations resulting from the contract to third parties. WINKLER assumes the liability for the selection and instruction of these subcontractors.

3. PLACE OF EXECUTION/TRANSFER OF RISK/TRANSPORT

- 3.1. Place of execution and relevant for the transfer of risk are exclusively WINKLER's headquarters („place of execution“).
- 3.2. In the case of transport of goods from the place of execution to the site of the customer, the perils are transferred to the forwarding company at the place of execution.
- 3.3. The transport service provided by WINKLER is a collateral duty. WINKLER is entitled to subcontract to a forwarding company. The customer is liable for the cost of transport under all circumstances.

4. DEFAULT OF ACCEPTANCE/LACK OF COOPERATION

- 4.1. If a customer or a third party mandated by the customer default on the acceptance of the services provided by WINKLER, or if the customer or the third party mandated fail to cooperate, WINKLER is entitled to the termination of the contract without notice. WINKLER's compensation for damages resulting from a delay or the lack of cooperation on the customer's or mandated third party's part remains unaffected. In particular, the customer exempts WINKLER from claims from third parties.

5. RENTAL CONDITIONS

- 5.1. Unless agreed otherwise, the duration of rental is expressed in days. It is based on the duration indicated in the contract as agreed upon with the customer.

5.2. WINKLER reserves the right to request an advance payment for the rent within a fixed term. In this case, the rental contract only takes effect once the customer has made the requested advance payment in due time. If the advance payment is not made in due time, the rental contract becomes void and WINKLER can dispose of its rental equipment as it deems appropriate. The defaulting customer is invoiced for indemnities of 25% of the rental price.

5.3. WINKLER makes the rental equipment available to the customer as indicated in the written offer. All rental equipment placed at the customer's disposal remains the exclusive property of WINKLER.

5.4. WINKLER commits itself to handing over the rental equipment in proper condition and corresponding to the intended use. The customer is aware that the rental equipment serves multiple usage and that, at the time of delivery, it is generally neither new nor free from traces of previous use. Smaller traces of use and deviations in colour or measurements are, thus, not considered defects which affect the performance of the rental equipment.

5.5. The customer engages to use the rented material solely within the scope of its intended use and to handle it with utmost care. In particular, the rented equipment must be sufficiently shielded from the public and, in the case of Open Air events, protected from the effects of the weather. The operating instructions and safety measures need to be strictly observed. Any changes to the equipment, including removing or masking the WINKLER logo, is prohibited. In case of non-compliance, the customer carries the cost for the reconstitution of the rental equipment back to its original state.

5.6. The customer ensures that the rental equipment is not passed on to third parties, and makes all reasonable arrangements to protect it against loss and theft.

5.7. The customer returns the rented material at the agreed time and place. In the case of late return, the customer will be invoiced for every day according to the full daily rate offered in the contract. WINKLER reserves the right to claim compensation for further damages.

5.8. Subleasing, i.e. ceding the rental contract to another party, is prohibited.

5.9. The customer assumes liability for the rental equipment against damages, loss or theft from the moment the rental equipment is handed over until the moment it is returned.

6. LICENSES

6.1. It is the customer's responsibility to obtain the necessary authorisations, concessions and licenses for the proper operating of the material provided by WINKLER and to pay the relevant fees.

7. RECTIFICATION OF DEFICIENCIES

7.1. Upon receipt, the customer immediately checks the material received from WINKLER. Any claim for the rectification of deficiencies must be made in writing by the customer as soon as they are discovered. Failure to do so entails the forfeit of later claims.

- 7.2. If a customer acquires material, no guarantee against deficiencies is given.
- 7.3. If the offer stipulates the result of a certain service or performance in writing, the customer is entitled to the rectification of any deficiencies by WINKLER. Only if those rectifications fail, is the customer entitled to a reduction of the contractual charges or withdraw from the contract. Any claim for the reimbursement of the costs that the customer incurred to achieve proper performance of the service, is excluded. For the compensation of any other damages, paragraph 12 applies.
- 7.4. Possible repair and maintenance of the rented equipment during the rental contract may only be performed by WINKLER or a third party commissioned by WINKLER. Repair required prior to and after the return of the rental equipment is done at the customer's charge if it is due to excessive or unusual wear by the customer.

8. PAYMENT/LATE PAYMENT

- 8.1. Unless agreed otherwise in writing, the services performed by WINKLER are invoiced on the basis of the offer.
- 8.2. Unless agreed otherwise, the invoices (including VAT) issued by WINKLER are due upon receipt and without any deductions. Unless stipulated otherwise in writing, the payments are due in Swiss francs.
- 8.3. In the case of late payment, the customer is subject to an interest on arrears of 6% per calendar year.
- 8.4. Customers' claims cannot be set off against claims from Winkler.

9. RETENTION OF PROPRIETARY RIGHTS/ RETENTION

- 9.1. Until full payment is effected by the customer, all materials, which were produced or modified by WINKLER and sold to the customer in accordance with the offer, remain the property of WINKLER (rental equipment, see paragraph 5.3.).
- 9.2. The customer is duty-bound to immediately inform WINKLER of any garnishment, retention, levy of execution or possible opening of bankruptcy proceedings; in the case of rental equipment that the customer has used from WINKLER, the customer must advise the respective debt enforcement and bankruptcy office that the rental equipment is the property of WINKLER.
- 9.3. Any right of retention of material supplied by WINKLER by the customer is excluded.

10. COMMERCIAL PROPERTY AND UTILISATION RIGHTS

- 10.1. All immaterial rights of property, their utilisation and modification rights („rights“) of the materials produced by WINKLER (in particular, but not restricted to, project plans, drawings, samples, models etc.), remain the exclusive and unrestricted property of WINKLER.
- 10.2. WINKLER retains the right to freely exploit the ideas, concepts, methods and technical solutions, including the acquired know-how, resulting from the fulfilment of the contract, for other purposes. Non-disclosure of confidential data and documents of the customer is assured under all circumstances (see also paragraph 11.).

- 10.3. Any infringement of rights will be prosecuted according to civil and criminal law.

11. DATA PROTECTION

- 11.1. The customer gives WINKLER its express consent to process and use data resulting from the contractual agreement. Furthermore, WINKLER may use the fact that a contractual agreement has been reached and the concrete services provided to the customer as a reference, for example in offers or during events.
- 11.2. WINKLER is entitled to process personal data conveyed within the framework of the contract or to mandate a third party to do so.
- 11.3. All customer data are treated in accordance with the provisions of the Swiss Data Protection Laws.

12. LIABILITY

- 12.1. WINKLER is liable for the careful execution of its contractual obligations and for any damages, caused by deliberate or grossly negligent behaviour, which may directly result from fulfilling the contractual obligations or which may be caused by third parties mandated by WINKLER. Liability for indirect damages, secondary damages or lost gains, especially if due to slight negligence, is excluded.
- 12.2. In all instances, the maximum limit of liability is the amount due by the customer for the services/performance of WINKLER.
- 12.3. The customer exempts WINKLER from any claims which result from the improper use of the material or equipment made available by WINKLER.

13. WARRANTY OF TITLE AND OF QUALITY

- 13.1. Unless otherwise agreed in writing, all warranties of title and quality, to the extent provided by the law, are waived.

14. WITHDRAWAL/TERMINATION

- 14.1. If the customer withdraws, totally or partially, after accepting the offer, he is liable for the full rental price and any expenses incurred by WINKLER on his behalf. If WINKLER succeeds in renting the rental equipment to another party for the same time period, the customer is liable only for the difference in the agreed rental price.
- 14.2. WINKLER reserves the right to withdraw from the contract for important reasons at any time. Important reasons are especially, but not exclusively, late payment of the customer, a change of factors that served as a basis for the offer, and which make fulfilment of the contract by WINKLER unacceptable, a lack of cooperation on the part of the customer, etc.

15. INSURANCES

- 15.1. By signing the contract, the customer confirms that he has sufficiently insured the rented equipment against damages from fire and natural hazards, as well as against damage and theft. In the case of theft, the customer must report the incident to the police and file a report.

16. SEVERABILITY CLAUSE

- 16.1. Should one of the provisions of these General Terms and Conditions be null and void, or not enforceable, the validity and enforceability of the remaining provisions remain unaffected.

17. COURT OF JURISDICTION AND APPLICABLE LAW

- 17.1. ALL AGREEMENTS AND OTHER CONTRACTUAL RELATIONSHIPS BETWEEN THE PARTIES, WITHIN THE FRAMEWORK OF THESE GENERAL TERMS AND CONDITIONS, ARE SUBJECT TO SWISS LAW, WITH THE EXCEPTION OF THE CISG (U.N. CONVENTION ON THE INTERNATIONAL SALE OF GOODS) FROM VIENNA AND POSSIBLE OTHER TREATIES.
- 17.2. THE PLACE OF JURISDICTION FOR ALL DISPUTES RESULTING FROM OR IN CONNECTION WITH THESE AGREEMENTS OR FROM OTHER LEGAL RELATIONSHIPS BETWEEN THE PARTIES, WHICH ARE SUBJECT TO THE PRESENT GENERAL TERMS AND CONDITIONS, IS WOHLLEN (AG), WINKLER'S PLACE OF BUSINESS. HOWEVER, WINKLER RESERVES THE RIGHT TO TAKE LEGAL ACTION AGAINST THE CUSTOMER ALSO AT HIS PRINCIPAL PLACE OF BUSINESS OR RESIDENCE.

IN CASE OF LITIGATION, THE TEXT OF THE GERMAN ORIGINAL OF THESE GENERAL TERMS AND CONDITIONS IS LEGALLY BINDING