

Scope of Application

The general terms and conditions (GTC) apply to all contracts for rentals with Vertical Technik AG, Frenkendorf (VT-AG). Other agreements, in particular other general terms and conditions, are only legally effective if they are recognized by VT-AG in writing as part of the contract. The present GTC forms an integral part of the individual contractual relationship between VT-AG and the tenant. These GTC were sent or made accessible to the tenant before the signature of the contract and he accepts them to their full extent.

Offers

The offers from VT-AG are non-binding and have a validity of 30 days from the date of creation.

Conclusion of contract

The contract is only concluded when both parties sign the rental contract. The contract must be signed by the tenant at the latest 10 days after reception of the contract or 30 days before the event.

Reservation of proprietary rights

All rental properties are only rented for a limited period of time and remain at all times the property of Vertical Technik AG.

Permits

The customer is responsible for obtaining the following permits:

- Entrance permits for the transport and assembly vehicles
- Assembly and dismantling permits (workplace noise)
- Operating permits for the rental properties
- Any other permits if necessary

The tenant is liable to Vertical Technik AG for any additional effort due to missing permits, in particular blocked material that cannot be set up, dismantled, delivered or transported away due to missing permits.

Infrastructure

The customer provides for the entire rental term:

- Two 220 volts sockets to the installation site
- Enough light for assembly and dismantling
- Enough parking spaces near the systems for the assemblers
- Entrance tickets, parking cards and parking spaces for transport and assembly vehicles
- Entry admission tickets for the assembly staff (VIP and backstage)
- Access to any area of the system for the entire staff of VT-AG

- Lockable premises for the storage of assembly materials (tools, etc.)

Unloading/loading

The customer provides a fork lift truck with 1,5-meter-long forks and 3 tons of lifting force for loading and unloading the rental properties, which can be operated by the VT-AG assembly manager.

Transports

The transport is organized and invoiced by VT-AG.

Advertising

All Vertical logos on the rental systems must be visible at all times and shall under no circumstances be covered, pasted or painted over. If stickers are applied on the rental system for the event, they must be removed by the customer's helpers before dismantling. Painting of the driving surface by the customer or a third party is prohibited in any case.

Damage

The riding surface is subject to normal wear and tear, which is included in the rental price. However, if damages occur e.g. due to the mechanical effect of handlebars, pegs, pedals, screws, metal parts or other objects, the customer will be billed for the repair.

Liability

With the beginning of unloading, during assembly and the event, dismantling, until the end of loading, the customer is liable for the following damages to the rental properties and its assembly materials:

- Any kind of damage
- Vandalism, especially sprayings
- Theft

We recommend having the systems and their assembly materials guarded especially at night. We also recommend that the customer take out compulsory insurance against civil liability for events. Vertical rejects any liability in the event of accidents, including to third parties.

Time schedule

It is essential to adhere to the time schedule listed. In the event of delays which are at the fault of the customer (e.g. not enough helpers or badly working helpers, etc.) and which lead to additional work or additional costs for VT-AG, an appropriate invoice will be issued subsequently.

Prices

For orders from a catalogue or online shop, VT-AG reserves the right to invoice these at the prices valid on the

day of the order. Prices according to offers are valid for 30 days. The prices are quoted in Swiss Francs plus the statutory VAT.

Unforeseeable events

VT-AG is entitled to charge additional costs which were not known or could not have been known at the time the offer was prepared. If the expected additional cost exceeds 10% of the offered costs, the contractor will be informed by VT-AG of the additional costs as soon as it is apparent. Delays in assembly and dismantling work are charged at the current hourly wage per person and hour.

Terms of payment

All prices of VT-AG are non-binding Ex Works CH-4402 Frenkendorf. The list prices do not include assembly and transport costs. The order amount is due net at the latest 14 days before the day of the event.

Cash discount and rebate

Cash discounts & rebates are only granted with a written agreement. Wrongful deductions will be charged.

Default of payment

In the case of default of payment, default interest of 6% or the statutory interest rate is owed from the due date. The reminder fees are CHF 50 per reminder.

Reimbursement

If the customer decides not to have the rental property established after the contract has been concluded, he will be reimbursed 30% of the rental price as well as the transport costs.

Conditions

Specific conditions are necessary for different business areas, which are defined in the form of conditions. These conditions take precedence over GTC in any case.

Applicable law & Place of jurisdiction

The legal relationship shall be governed by Swiss law. The Vienna Agreement on the International Sale of Goods (UN Sales Convention) is not applicable to international transactions. However, VT-AG reserves the right to prosecute the tenant at his place of residence.

The Place of Jurisdiction is 4410 Liestal.