

## HIRE - SERVICES - SALES

### GENERAL TERMS & CONDITIONS

The fact that the service provider does not avail itself at a given time of one or other of these general terms and conditions cannot be interpreted as a waiver of the right to prevail itself of any of the conditions at a later date.

#### 1/ RATES

For hiring, our prices are exclusive of taxes, transportation, insurance, for the usage period detailed in the quote, according to our current rates. Any use over and above this period shall be subject to special agreements and additional invoicing. The date and time for the equipment to be returned are fixed and any delay shall be invoiced according to current rates.

For sales, our prices are exclusive of taxes, transportation and insurance.

For services, our prices are exclusive of taxes, transportation, insurance, and exceptional handling.

#### 2/ ORDERS

All orders must be made in writing, unless otherwise specifically agreed and are subject to the availability of the equipment at the time of receipt of the order.

The enjoyment of the order is specific to the client placing the order and cannot be transferred without the prior agreement of the service provider.

#### 3/ FULL OR PARTIAL CANCELLATION

The full or partial cancellation of an order shall be subject to an invoice for the equivalent of at least half of the order amount, and never less than the costs already incurred at the time of cancellation.

If cancellation takes place less than 72 hours before the scheduled release of the equipment, the cancelled portion of the order shall be payable by the client and invoiced in its entirety.

#### 4/ TRANSPORTATION

The rate shall be applied for delivery and collection according to the current price schedule.

Any handling not provided for in the original quote and any waiting time shall be subject to additional invoicing.

#### 5/ GUARANTEE

For all orders, a full or partial guarantee may be required. It is imperative that the guarantee be paid prior to the delivery date.

#### 6/ AVAILABILITY AND RETURN OF HIRED EQUIPMENT

The client placing the order must be in attendance when delivery is made and on the return of the equipment hired. The client acknowledges receipt of the equipment in good condition, in working order and in line current hygiene and safety standards.

The client placing the order undertakes to return the equipment hired, sorted by category, and packaged in their original protective covers, containers and trolleys.

A contradictory inventory will be carried out on release and return of the equipment hired. The client placing the order is required to be in attendance in order to sign this inventory.

In the absence of a signature, no challenges will be admitted and only the OPTIONS inventory shall be valid.

The equipment shall only be considered returned after the contradictory inventory is performed or, in the event that the client placing the order should refuse, the inventory on the part of OPTIONS alone.

#### 7/ USE - REPAIR - NON-RETURN

The client placing the order undertakes to use the equipment hired in accordance with its usual purpose and not to use or allow others to use the equipment in such a way that it may become damaged. Specifically, the client shall provide for electrical installation with the required output in compliance with current regulations.

The client placing the order confirms that it is capable of using the equipment hired, itself or by using duly qualified persons. No modifications or changes shall be made to the equipment hired.

Throughout the duration of the hire period, the client placing the order is obliged to ensure the maintenance of the equipment hired and protect it from any damage, vandalism, overload, bad weather, rain, wind, snow, ice, etc. The client placing the order is not entitled to any compensation in the event of interrupted operation.

Damaged or unreturned equipment shall be invoiced to the client placing the order at its new replacement value, uplifted by an amount intended to cover the period where the equipment was unavailable.

#### 8/ INVOICING

An invoice is established and issued on completion of the service provision including the return and inspection of the equipment.

Invoices are made out to the client placing the order and beneficiary and cannot be modified without the prior agreement of the service provider.

#### 9/ PAYMENT

Unless otherwise agreed, payments shall be made in Swiss Francs (CHF) and on the payment date detailed in the invoice.

In the event of late payment, the service provider shall suspend all ongoing service provision without prejudice to any other course of action. The amount invoiced is due

on the calendar day indicated in the invoice. The interest rate for late payment is 9%. The contracting party reserves the right to refuse an order until such time that all outstanding amounts have been settled. Debt collection is carried out by Creditreform Romandie GNT SA after 2 unsuccessful reminders.

Costs incurred in this regard are to be repaid and are dependent on the amount of the outstanding debt. From the point that Creditreform Romandie GNT SA takes on the debt, taxes rise to CHF 60 up to the debt amount (DA) of CHF 50, CHF 100 up to the DA of CHF 150, CHF 125 up to the DA of CHF 300, CHF 190 up to the DA of CHF 500, CHF 260 up to the DA of CHF 1 000, CHF 350 up to the DA of CHF 2 000, CHF 530 up to the DA of CHF 4 000, CHF 900 up to the DA of CHF 8 000, CHF 1 330, up to the DA of CHF 16 000, CHF 2 000 up to the DA of CHF 32 000, CHF 2 600 up to the DA of CHF 50 000, from CHF 50 000 they rise to 5.5% of the debt.

The service provider reserves the right to offset the outstanding invoices with sums in its possession, of any nature, paid by the client placing the order.

Unless specifically agreed otherwise, the service provider does not grant any discount in the event of early payment.

The service provider reserves the right to set a limit on each client's credit limit, at any time, depending on the risks involved, and require certain payment terms or certain guarantees.

Notably, this shall be the case if there is a change in the client's capacity, in its professional activities or if a transfer, lease or pledge or input of business capital has an unfavourable effect on the client's credit.

#### 10/ RESERVATION OF OWNERSHIP

The equipment sold entirely remains the property of the vendor until full payment of the price, both the principal amount and interest, and is enforceable against the general body of creditors in the case of court-supervised administration or liquidation of assets.

#### 11/ INTELLECTUAL PROPERTY AND CONFIDENTIALITY

These general terms and conditions of transaction do not lead to any transfer of intellectual property rights of any kind that may be established under the service provision ordered. Software and documentation as well as any technical information or information of any kind belonging to the service provider are and shall remain the exclusive property of the service provider.

Subject to a prior agreement, the client authorises the service provider to cite it as a commercial reference in its sales material in any form whatsoever. Each party shall guarantee to the other the confidentiality of information of any kind, written or spoken, of which it is aware under the order and undertakes to refrain from communicating such information to any persons other than those authorised to know the content as part of the performance of the service ordered.

#### 12/ FORCE MAJEURE

The hire company cannot be held liable for delays or failure to deliver due to force majeure or for any reason outside its control, such as, but not limited to, strikes, bad weather, accidents, official bans, etc.

#### 13/ OWNERSHIP, LIABILITY AND INSURANCE

The equipment hired fully remains the property of the hire company and the hiring client shall refrain from allowing equipment to be seized by any of its creditors.

However, the transfer of risks takes place upon delivery.

Liability and physical and legal control of the equipment are transferred at the point of provision. The client placing the order assumes this care under its sole and full responsibility.

The client placing the order shall contract at its own expense an insurance policy to guarantee its liability for the time it has the installations and equipment in its care.

The client placing the order, as organiser of the event during which the hire company or service provider is in attendance, must notably ensure all necessary authorisations are obtained for the services requested, ensure that the premises are available and accessible without any difficulty, and obtain from its insurers any extensions of cover.

The client placing the order is responsible for passing on safety instructions relating to the involvement of the service provider.

The client undertakes to hold the service provider harmless against any recourse and/or claims of any kind that may be exercised by its staff or by any third parties, on the occasion of the service provision, notably due to damage to people or property, attributable to the client or any other person acting on its behalf or on the items that it has in its care. The client undertakes to hold the service provider harmless from any damages, losses or expenses resulting from any such recourse and/or claim.

Any claim by the client placing the order shall not be accepted beyond 48 hours after the end of the service provision.

No compensation can be claimed from the hire company for loss of use or any commercial disruption, whatever the cause or origin.

#### 14/ JURISDICTION

In the event of dispute, the Court with sole jurisdiction shall be that in the location of the registered office of the hire company.

#### 15/ SPECIAL TERMS AND CONDITIONS

##### PAYMENT

Failure to pay the invoice(s) by the deadline set shall lead to the application of late payment interest at the rate set under the provisions of article 104 of the Swiss Code of Obligations.