



OPTIONS

RENTING EQUIPMENT - SERVICES - SALES

TERMS AND CONDITIONS

If the service provider fails to invoke the general terms and conditions hereby mentioned, this should not be construed as a waiver at any given time nor the right to prevail against any one of the said terms and conditions being enforced at a later date.

1/ TARIFFS

Equipment rental, our tariffs do not include tax, shipping and insurance costs for the rental period shown in the quote, and are based on Options current rates. Any use of equipment exceeding this period will be subject to further agreements and additional charges. The date and time of return of the equipment are mandatory and any delay will be invoiced according to current rates. Our sales tariffs do not include tax, shipping and insurance costs. For services provided our tariffs do not include tax, shipping, insurance costs and the handling of special items or equipment.

2/ ORDER

All orders must be made in writing unless otherwise agreed and are subject to the availability of the equipment at the time of reception. The order belongs solely to the client and cannot be used by another party without the agreement of the service provider.

3/ CANCELLATION OR PARTIAL CANCELLATION OF AN ORDER.

The total or partial cancellation of an order will be invoiced at half of the total amount, without ever being less than the costs already incurred at the time of cancellation. If cancellation occurs less than 72 hours before the equipment is shipped, the cancellation or partial cancellation will be charged in full to the client.

4/ TRANSPORT

The rate will be applied for delivery and collection according to the current rate. Any handling not foreseen in the initial quote and delay time will be subject to additional charges.

5/ DEPOSIT

For any order a partial or total deposit may be required. Payment is due prior to the delivery date.

6/ AVAILABILITY AND RETURN OF RENTED MATERIALS

The client must be present at the time of delivery and for collection of the rented equipment. It is mandatory that clients confirm that the equipment delivered is in good condition, fit for use and complies with any health and safety standards. The client undertakes to return the rented equipment, sorted by category and packaged in its original protective covers, containers and trolleys. An inventory will be carried out when the rented equipment is delivered and collected. The client is required to attend in order to approve and sign the inventory. In the absence of the signatory at the time of the inventory, only the inventory taken by OPTIONS will be considered valid and any counter claims will not be accepted. The material will only be considered as returned after both parties have completed the returns inventory. In the event of the client refusing to sign or participate, the returns inventory will be done solely by OPTIONS.

7/ USE - REPAIR - NON-RESTITUTION

The client undertakes to use the rented equipment in accordance with its intended purpose and not to allow or do anything with the equipment that could damage it. Electrical appliances must be used with the required electrical output and in accordance with current regulations. The client certifies that they are able to use the rented equipment, either by themselves or through duly qualified authorised parties. No modification or alteration may be made to the rented equipment. During the rental period the client is responsible for maintaining the rented equipment and protecting it against any damage, vandalism, overloading, adverse weather conditions such as rain, wind, snow, frost, etc. The client is not entitled to any compensation in the event of a malfunction in the rented equipment. Damaged or any unreturned equipment will be invoiced to the client at its replacement value when new, plus an additional indemnity to cover unavailability of the equipment.

8/ INVOICING

An invoice will be issued after completion of the service/event including collection and control of the equipment after return. An invoice will be sent to the client who placed the order and cannot be sent to another party or modified without prior agreement of the service provider.

9/ PAYMENT

Unless otherwise agreed, payment will be made in CHF. The invoice due date is clearly indicated on the invoice. In the event of any delay in payment, the service provider may suspend all ongoing services/events without prejudice. The service provider reserves the right to offset outstanding invoices with the funds in its possession of any kind, paid by the ordering customer. Unless otherwise agreed, the service provider will not offer any discount in the event of early payment. The service provider reserves the right at any time, depending on the risks involved, to cap client's overdraft facility and to request specific payment terms or warranties. This will be the case if there is a change in the client's credit capability.

10/ PROPERTY

The equipment sold remains the sole property of the seller until payment of the invoice is made in full, principal and interest, and is enforceable against the creditors in the event of a judicial settlement or liquidation of property.

11/ COPYRIGHT AND CONFIDENTIALITY

These general terms and conditions of business shall not at any time result in the transfer of copyrights to the client including those implemented as part of the service requested by the client. The software and documentation as well as any technical information or information of any kind belonging to the service provider are and will remain the exclusive property of the service provider. Subject to prior agreement, the client authorises the service provider to quote their name/company in its commercial documents in the form of a commercial reference. All parties concerned guarantee complete confidentiality of information, written or oral. Such information must not be disclosed to persons other than those necessary to carry out the service requested.

12/ FORCE MAJEURE

The lessor may not be held liable for delays or non-delivery due to force majeure or any reason beyond its control, such as, but not limited to, strikes, adverse weather conditions, accidents, or any official bans, etc.

13/ PROPERTY, LIABILITY AND INSURANCE

The rented equipment remains the sole property of the lessor and the lessee herewith must prohibit creditors from seizing rented material and equipment. On delivery, however, any risk becomes that of the lessee. The responsibility and physical and legal custody of the equipment takes place when the lessee accepts the delivery. The client takes all responsibility for the care of the equipment and goods. The client, at his cost, must take out an insurance contract to cover his liability for the time he is in possession of the installations and equipment. The client, as the organiser of the event during which the lessor or service provider intervenes, must obtain any authorisation needed for services ordered, ensure that the premises are available and accessible without any difficulty, and obtain any extra cover from its insurers. The client is responsible for transmitting any safety regulations relating to the service provider's intervention. The client takes it upon themselves to guarantee the service provider against any action and/or claim of any kind that may be made by their staff or by any third party during the service or event, notably due to any damage to property or persons caused by the client or any other person acting on their behalf or to matters under their care. The client is required to compensate the service provider for any damage, loss or expense resulting from such action and/or claim. No claim from the client will be accepted 48 hours after the end of the service/event. No compensation may be claimed from the lessor for loss of use of equipment or any commercial disruption, whatever the cause or origin.

14/ JURISDICTION

In the event of a legal dispute jurisdiction lies solely with the court in the district of Options' headquarters.

15/ PAYMENT REGULATIONS

Failure to pay the invoice(s) by the due date will result in the payment of a fixed interest rate provided by the terms of Article 104 of the Swiss Code of Obligations.

Please note that this is a translation and in the event of a dispute the original must be used