

## RENTAL TERMS (Version 07/2023)

### 1 / RENTAL OBJECT

**a. Object:** The Lessor agrees to rent to the Lessee the equipment with instruction manual as specified in the accepted documents for the exclusive use in Switzerland;

**b. Ownership:** Throughout the rental period, the Rental Object remains the exclusive property of the Lessor or the Financier. The Lessee acknowledges and recognises that the Lessee may hold the Rental Object on behalf of the Financier (indirect independent possession by the Financier according to Art. 924 Abs. 1 ZGB); the Lessee may only exercise any purchase rights with the written consent of the Financier. The leased property remains the property of the Financier for the duration of the rent. After that, ownership can be transferred to the Lessor. Without a written agreement of the parties, the Lessee is prohibited from changing or removing any markings and indications of ownership or logos attached to the Rental Object.

**c. Use:** The Rental Object shall not be modified in any way. The Lessee should strictly comply to the Lessor's instructions regarding the use and technical maintenance, as well as instructions on the permitted loading. The Lessee is not authorised to grant third parties any rights to the Rental Object or to assign to them any rights arising from the rental agreement; in particular, subletting, re-lending or any form of transfer of the Rental Object is prohibited.

**d. Abroad:** The Rental Object should not be used abroad without the Lessor's prior written consent. If the Rental Object is used abroad without the prior written consent of the Lessor, the Lessee is obliged to pay to the Lessor a contractual penalty equivalent to the purchase value of the Rental Object.

### 2 / RENTAL PERIOD

The Rental Period is calculated in working days, weeks, or months, and it begins on the confirmed date of transfer and ends on the date the Rental Object is properly returned. Both the transfer and return days are counted as full days. After the end of the specified Rental Period, the rental agreement is automatically extended for one week unless otherwise agreed by the parties in writing. The agreement is not renewed automatically if the Lessee informs about the termination of the rental agreement in writing at least 1 (one) day before the end of the term if the rental agreement is concluded for a term of less than one week, and at least 1 (one) week before the end of the term, if the rental agreement is concluded for a term of more than one week. The Lessor must receive written notice of termination on the day mentioned before.

Verbal notice of termination must be given to an official contact person of the Lessor and can also be given by telephone.

### 3 / RENTAL FEE

The agreed Rental Fee applies to the specified period of use for one shift not exceeding eight hours per day. For each additional hour of use, an extra 10% is calculated from the daily rental fee depending on the rental object. The Rental Fee covers the use of the Rental Object in accordance with the agreement. To use the equipment in a tunnel, on a pontoon, for other specific works or under hard conditions (e.g., in contact with salt water, aggressive, or corrosive substances), the Lessee should receive the written consent of the Lessor beforehand. The rate applicable to such use of the equipment is determined on an individual basis, but is at least one and a half times the normal rental rate. The rent is also calculated for the entire Rental Period, even if the normal time of operation is not fully used or the Rental Object is returned before the end of the Rental Period. Transport, setting up, dismantling, packaging, and insurance costs, as well as costs related to the use of tools and consumables, and all cleaning and repair costs are not included in the agreed rental rate; an additional fee is charged for them. The Lessor shall set up and dismantle the Rental Object only if the parties have agreed in advance. In this case, the Lessor provides the Lessee with technicians and calculates the costs of travel, work, idle time, and maintenance.

### 4 / PAYMENT CONDITIONS

**a. Payment terms:** A guarantee deposit should be made for each rental case; the Lessor determines the amount of the deposit according to the value of the rental equipment. The Lessor may abandon this requirement if the Lessee is a company registered in the commercial register and already has a customer account opened with the Lessor. The Rental Fee is paid according to the agreed conditions at return of the Rental Object. Bills pertaining to agreements that continue the next month are invoiced at the end of the month for a portion of the contractual amount.

**b. Payment delay:** If the Lessee fails to pay in the due term, the Lessor has the right to immediately demand the Rental Object back according to art. 10, to be charged to the Lessee, without the Lessee being able to object to it. For the delay of rental payments, interest on late payments of the amount of one and a half times the legal interest rate is invoiced. After the second written payment reminder, the claim will be forwarded to our external collection agency, which will charge the fees shown at [www.fairplay.ch](http://www.fairplay.ch). These fees are to be paid by the Lessee, in addition to the applicable interest rate for late payment.

## 5 / COMMENCEMENT OF THE RENTAL PERIOD

**a. The period:** The Rental Period commences on the start date as specified in the rental agreement if the Rental Object is practically available to the Lessee regardless of whether the Lessee actually takes possession of the rented property. Only the date of commencement of the Rental Period agreed in the rental contract is essential.

**b. Transfer of risks:** All risks and rights associated with the use of the Rental Object are transferred to the Lessee once the lease object is handed over to the Lessee or dispatcher and are effective until the Rental Object is returned to the location specified by the Lessor. During this period, the Lessee is fully responsible for the Rental Object and all risks that may directly or indirectly be incurred by its operation, e.g., fire, theft, explosion, accident, and various risks that affect the Rental Object, the Lessee or any Third Party.

The Lessee is responsible for any loss and/or damage caused to the Rental Object and the related costs regardless of whether due to a third party's fault, accident, inappropriate use, or force majeure. In case the equipment is rented with the conductor, the right to handle the equipment, as well as the conductor's authority, including all legal consequences, and all work the conductor should perform, including transport to the point of transfer and back to the point of return, is transferred to the Lessee.

## 6 / RESPONSIBILITIES OF THE LESSOR

**a. Liability:** The Lessor has to transfer the Rental Object in an employable condition and fully fuelled. If the Rental Object does not operate properly, the Lessor is only responsible for a repair of the Rental Object as soon as possible. The Lessor does not have to replace the Rental Object and is not responsible for the loss of productivity or income or faulty performance or faulty work results or damages attributable to a defect of the Rental Object. No claims for direct or indirect losses are permissible, such as lost profit, loss of orders, or reputational damage.

**b. Instructions:** The Lessor provides the necessary explanations and instructions for the use of the Rental Object. Upon signing the rental agreement, the Lessee confirms that he has received all the necessary instructions. The user of the Rental Object confirms that he has the skills and a licence (if necessary) for the use of the Rental Object. The user must be aware of all operating and safety regulations regarding the use of the rented equipment.

**c. Recourse:** If a claim is made against the lessor by a third party arising from a loss event or damage and there is joint liability, the lessor may take recourse against the lessee for all claims, if there is no gross negligence attributable to the lessor.

## 7 / VERIFICATION BY THE LESSEE

At delivery, the Lessee must carefully verify the state of the Rental Object and list all deficiencies or missing parts in the rental agreement or delivery slip. All other defects that could not be established at the moment of transfer must be communicated in writing within one day after the transfer of the Rental Object.

## 8 / MAINTENANCE OF THE RENTAL OBJECT

**a. Maintenance and reporting obligation:** The Lessee must treat the Rental Object with due care, use it, operate it, maintain it and follow appropriate instructions for the use of additional equipment, observing the operating rules and instructions by the Lessor or the manufacturer.

If the Rental Object does not operate properly, the Lessee must immediately inform the Lessor about it and refrain from further use.

**b. Control of the Rental Object:** The Lessee must be able to accurately always determine the location of the Rental Object and indicate the remaining time of operation. The Lessor has the right to inspect the Rental Object and to locate and to collect data from it at any time and to perform the maintenance and service work deemed necessary by the Lessor. In the event of wrongful operation, the Lessor has the right to suspend or terminate the rental agreement without compensating the Lessee.

**c. Repair work:** The Lessee allows the Lessor to perform the necessary repair work on the Rental Object during the rental period. The Lessee can perform the repair work themselves or assign the work to a third party only with the prior written consent of the Lessor, otherwise, the Lessee must cover the costs of the repair work and take responsibility for the work. Moreover, the Lessee is responsible for all direct or indirect damages caused by improper repair work.

**d. Expenses:** The rental fee includes the cost of replacing worn parts necessary for normal use, except worn parts of drilling, cutting, grinding, and concrete milling machinery, chains and teeth of mowers and trenchers, as well as excessive wear of tires and rubber tracks. The Lessee shall cover repair work necessary due to malicious damage (breaking), accidental damage, improper operation, or maintenance.

## 9 / INSURANCE

**a. Responsibility for unregistered devices:** The Lessee is obliged to insure on own initiative and at own means such devices against damage that may occur to third parties as a result of using the Rental Object, and to provide to the Lessor the insurance policy upon first request. If a third party submits a claim for damages to the Lessor, the Lessee is obliged to compensate the Lessor for all claims, damages, and related costs.

**a1. Civil liability insurance for registered land vehicles and trailers:** Insurance is covered by the Lessor according to the law. The Lessee must cover a deductible of CHF 1'000. The right of recourse is permissible in cases of gross negligence.

**b. Loss of the Rental Object:** The Lessee is obliged to insure the Rental Object against consequences arising from theft, fire and water damage, vandalism, explosion, natural disasters, transport and equipment breakdown, collision, setting up, and dismantling. The given risks are covered by the equipment insurance offered by the Lessor according to the provisions below. Departure from this provision is possible only if the Lessee has purchased appropriate equipment insurance on their initiative and at their expense. Upon the first request, the Lessee shall submit to the Lessor proof regarding the insurance and priority transfer of claims arising from this insurance to the Lessor.

**b1. Equipment insurance:** Under the provisions of paid insurance rate calculated on the gross rental fee per calendar day, the Lessee is insured against all risks during the entire rental period in line with subparagraph 8b, if the equipment (machinery) is operated according to the owner's instructions (concerns also registered vehicles). This insurance provides for a deductible in line with the rental categories, cat B: CHF 200.-, cat. E+H: CHF 1'000, cat. M: CHF 1'500.-, cat. P: CHF 2'000.-, cat. R: CHF 3'000, plus 15% of the damage costs, which amounts to a maximum of CHF 20'000 per case, incl. deductible, plus VAT. Theft and vandalism are covered only if the Lessee can prove that he has performed all safety measures, e.g., removed the ignition key, and activated anti-theft protection so that the rental object may be chained or fenced off. In the event of theft or vandalism, the Lessee is obliged to immediately settle all case-related formalities (immediately informing the police and reporting losses). The Lessee may be held accountable where any such formalities are not observed. The insurance does not cover damages incurred due to apparent negligence, damage to glass (such as windshields, doors, lights, etc.), tears (pallets, slashed tires), damage to rubber tracks, and the necessity for the mechanic where the engine needs to be repaired due to missing or incorrectly filled consumables (motor oil, coolant, lubricants, brake fluid, etc.).

## 10 / TERMINATION OF THE RENTAL AGREEMENT

**a. Termination:** The Lessor has the right to immediately terminate the rental agreement if the rental object is under risk, is inappropriately operated and/or poorly maintained, the Lessee delays payments, or breaches other provisions under these Rental Terms or the rental contract. In such event the Lessor may recover the Rental Object at the Lessee's expense, observing all other claims for damages and settlement of contractual penalties.

**b. Return of the Rental Object:** The Lessee shall deliver the Rental Object in operating condition, clean, and fully equipped to the rental point where the Lessee accepted the object. The object can be delivered to another rental point with the written consent of the Lessor, but the Lessee may participate in covering additional transportation costs.

If the Rental Object does not comply with the aforementioned requirements at the time of return or has other deficiencies that prevent it from being rented to other customers, the Lessor may repair the equipment at the Lessee's expense. The Lessee will receive an invoice for an extension of the rental period corresponding to the time spent repairing the returned equipment.

## 11 / APPLICABLE LAWS AND REGULATIONS

For all points not mentioned in this contract, the parties accept the rental contract conditions of the Association of the Swiss Construction Machinery Industry of May 2007. For all other points the laws and regulations of Switzerland apply.

## 12 / COMPETENT COURT

The place of performance for all obligations arising from this contract shall be the Lessor's registered office. The place of jurisdiction for the assessment of disputes arising from the contract and the Rental Conditions is the registered office of the lessor. In case of discrepancy, only the French version of these Rental Conditions is legally binding.

### ***Acknowledged and accepted:***

**Date:**.....

**Name:**.....

**Signature:**.....