

General Policies Ryser Groupe SA

1. APPLICATION

1.1. These general terms and conditions are applicable to all contracts placed between Ryser Groupe SA located in 1580 Oleyres and its customers for the services described in the offer, as long as there are no new or changes in the existing conditions, whether agreed in writing with the customer, or stipulated by law.

1.2. The general terms and conditions of business of the customer do not apply unless they have been expressly recognized in writing by Ryser Groupe SA.

2. SCOPE AND PERFORMANCE

2.1. The general conditions apply to the service agreed on the basis of the written offer.

2.2. If, after acceptance and confirmation of the offer, the customer wishes to extend the agreed services, the relevant additional costs will be invoiced separately at the agreed hourly rate. Inherent expenses (e.g., living expenses, transport, etc.) will be invoiced at the conclusion of the additional services. In the case of equipment rental, the invoice will be issued upon return of the rented equipment.

2.3. Ryser Groupe SA is authorized to transfer to a third party (mandate) the execution of certain obligations contained in the contract. Ryser Groupe SA is responsible for the choice and instructions belonging to and given to this third party.

3. PLACE OF PERFORMANCE / TRANSFER OF RISKS / TRANSPORT

3.1. The place of performance for the transfer of risks and perils is exclusively the headquarters of Ryser Groupe SA ("place of performance").

3.2. In the event of transport of the goods from the place of execution to the place of intervention of the customer, the risks and perils will be transferred to the transport company or to the shipper at the time of delivery of the goods to the place of execution.

3.3. Transport carried out by Ryser Groupe SA represents an ancillary obligation. For this purpose, Ryser Groupe SA may use a transport company. However, transport costs are always the responsibility of the customer.

4. DELAY IN COLLECTION OR RETURN / LACK OF COOPERATION

4.1 If the client or a third party commissioned by the client fails to perform a service provided by Ryser Groupe SA on time or if the client or the mandated third-party lacks cooperation, Ryser Groupe SA is authorized to terminate the contract with immediate effect and without stating reasons. Ryser Groupe SA reserves the right to claim compensation (up to 100% of the amount) for losses incurred by delay or lack of cooperation from the customer or third party. Also, the client exempts Ryser Groupe SA from any claims of the third party commissioned by the client.

5. RENTAL CONDITIONS

5.1. Unless otherwise agreed in writing, the rental duration is expressed in days, converted into a coefficient (defined in the offer) and is based on the duration indicated in the contract and accepted by the customer.

5.2. Ryser Groupe SA may demand payment of the rental/service in advance and within a specified period. If payment in advance is not made within the agreed period, the contract does not come into force and Ryser Groupe SA may dispose of its rental equipment for other assignments.

Except in cases of force majeure or explicit arrangement with Ryser Groupe SA, the late customer will be required to pay compensation amounting to 20% of the current rate. Also, Ryser Groupe SA may organize a return/repatriation service for the equipment at the customer's expense.

5.3. Ryser Groupe SA rents the goods defined in the offer to the customer.

All goods rented and made available to the customer remain the property of Ryser Groupe SA without any reservation.

5.4. Ryser Groupe SA undertakes to provide the rental equipment to a correct condition and adapted to the initial function. The customer is aware that the material may have aspects of wear and differences in color or dimensions. As a result, these cannot be counted as defects affecting the quality of the material or the quality of the service provided.

5.5. The customer undertakes to use the rental equipment with care and in accordance with the regulations. In the open air, the equipment must be carefully kept away from the public and protected from bad weather.

The instructions for use and safety instructions must be applied vigorously.

Any alterations or masking or covering the Ryser Groupe SA company logo is prohibited. In the event of non-compliance with this clause, the customer the customer shall bear the costs of restoring the rented equipment to its original condition.

5.6. The customer ensures that the leased goods are not transmitted to third parties and takes all necessary measures to insure the equipment against loss and theft.

5.7. The customer is required to return the rental equipment at the agreed time and place. In the event of late return, any day started will be billed according to the agreed daily rate. Ryser Groupe SA reserves the right to claim further compensation.

5.8. Subletting or assigning the rental contract is prohibited.

5.9. The customer is liable for any damage, loss or theft of the rented equipment from the time of collection to the time of return.

6. LICENSES, RIGHTS

6.1. The customer is himself responsible for obtaining the authorizations, rights, concessions or licenses necessary for the lawful exploitation of the objects rented by Ryser Groupe SA. The related costs will be the responsibility of the customer.

7. REPAIR OF DEFECTS

7.1. The customer is required to check the rental equipment from Ryser Groupe SA immediately upon receipt. The request for repair of defects must be immediately

notified to Ryser Groupe SA in writing (e-mail). Otherwise, the right to repair of defects expires and the customer is liable.

7.2. In the event of acquisition of equipment by the customer, any warranty against defects is excluded.

7.3. If the written offer specifies a certain work result, the customer may demand repair or elimination of any defects by Ryser Groupe SA. Only if these repairs or improvements fail, the customer may request a reduction or cancellation of the contract. However, the customer may not demand reimbursement for costs that could have been avoided by its obligation to check the equipment. If compensation beyond this obligation would be required, refer to section 12.

7.4. Any repair or maintenance work on the rented item, during the rental period, can only be carried out by Ryser Groupe SA or by a person appointed by Ryser Groupe SA. Repairs before or after the return of the rented equipment will be carried out at the customer's expense if they prove necessary for reasons of excessive wear and tear on the part of the customer.

8. PAYMENT/DELAY IN PAYMENT

8.1. Unless otherwise indicated in writing, the invoice sent to the customer for the services provided by Ryser Groupe SA will be established on the basis of the offer.

8.2. Unless otherwise indicated, invoices (including VAT) from Ryser Groupe SA are to be paid upon receipt and without deduction/reduction. Payment is to be made in Swiss francs, unless otherwise agreed in writing. In the event of impromptu rounding by the customer, the missing amount will be charged together with a handling fee of 50.- (VAT excluded).

8.3. In the event of late payment, the customer is subject to interest of 5% per calendar year. In addition, a handling fee of 50.- (VAT excluded) will be charged.

8.4. The Organizing Committee (OC) remains united. If the loss-making company cannot assume the amounts owed to Ryser Groupe SA, the members of the OC will be held liable and the invoices will be sent directly to them.

9. RETENTION OF OWNERSHIP/RETENTION

9.1. Until full payment of the invoice by the customer, any equipment produced, modified or sold to the customer according to the offer, remains the property of Ryser Groupe SA (for rental equipment, refer to section 5.3.).

9.2. The customer is obliged to inform Ryser Groupe SA immediately of possible seizure, retention, garnishment or bankruptcy; in the case of rental equipment from Ryser Groupe SA which is at that time in the hands of the customer, the latter must inform the prosecution and bankruptcy office of the fact that this equipment belongs to Ryser Groupe SA.

9.3. The customer's right of retention regarding goods delivered by Ryser Groupe SA is excluded.

10. RIGHTS OF USE AND PROTECTION

10.1. All intangible property rights, the right of use and exploitation, licenses of goods produced by Ryser Groupe SA (in particular, plans, drawings, samples, models etc.) are the exclusive and unlimited property of Ryser Groupe SA.

10.2. Ryser Groupe SA is entitled to exploit the ideas, concepts, methods and techniques used, including the know-how acquired, for the purpose of fulfilling the contract and also for other purposes. The secrecy of the customer's confidential data and files is ensured at all times (see also section 11.).

10.3. Any offense will be prosecuted under civil and criminal law and without limit.

11. DATA PROTECTION

11.1. The customer gives his explicit agreement to Ryser Groupe SA, whom may use and exploit the data resulting from the contract with the customer.

Furthermore, Ryser Groupe SA may use the contract for its purposes and refer to its concrete activity with the customer, for example in offers or at events.

11.2. Ryser Groupe SA is authorized to use, or give to third parties, data relating to individuals, communicated secretly within the framework of the execution of the contract.

11.3. All customer data will be processed in accordance with Swiss data protection laws.

12. LIABILITY

12.1. Ryser Groupe SA undertakes to fulfill its contractual obligations carefully and assumes liability for damage directly caused, deliberately or through gross negligence, by Ryser Groupe SA or by a third party mandated by Ryser Groupe SA. Apart from this, particularly in cases of slight negligence or indirect damage, secondary damage or lost profits, liability is excluded. In the case of provision in a canteen, tent or other marquee, any suspensions will be made with the approval of the infrastructure manufacturer/supplier. Ryser Groupe SA cannot be held responsible in the event of damage to infrastructure or collapse.

12.2. In all cases, the maximum limit of liability is the amount paid by the customer for the services of Ryser Groupe SA.

12.3. The customer releases Ryser Groupe SA from any claim which does not result from adequate use or in accordance with the provisions of the material made available by Ryser Groupe SA.

13. MATERIAL AND LEGAL WARRANTY

13.1. Unless otherwise expressly agreed in writing, where legally possible, all material and legal warranties are suspended.

14. WITHDRAWAL/RESIGNATION

14.1. If after signing the contract, the customer withdraws totally or partially, he is responsible for the entire rental rate and for any costs already incurred by Ryser Groupe SA in fulfilling the contract. If Ryser Groupe SA manages to rent the rental equipment for the same period to another interested party, the customer remains responsible for the difference in the agreed rental rate.

14.2. For extraordinary reasons, Ryser Groupe SA may withdraw from the contract at any time. Important reasons include in particular, but not exclusively, late payment by the customer, data which has been modified since the signing of the contract, which makes the execution of the contract unacceptable for Ryser Groupe SA, a lack of cooperation from the customer etc.

15. INSURANCE

15.1. By signing the contract, the customer confirms that the goods rented from Ryser Groupe SA are sufficiently insured against fire and natural elements as well as against damage and theft.

15.2. In the event of theft, the customer is obliged to file a complaint with the police and have a report drawn up.

15.3. Ryser Groupe SA will have no direct relationship with the customer's insurance companies. Ryser Groupe SA will send any letters and invoices addressed to the customer.

16. SEVERABILITY CLAUSE

16.1. In the event that a clause of these General Conditions is obsolete, not authorized or not enforceable, the other clauses continue to exist and remain unaffected.

17. APPLICABLE LAW AND THE COMPETENT COURTS OF LAW

17.1. All agreements and other legal relationships between the parties subject to these terms and conditions are governed by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other international treaties.

17.2. Any dispute arising from contracts or other legal relations between the parties subject to these general conditions shall be settled in the place of jurisdiction, which is located at the headquarters of Ryser Groupe SA, 1580 Oleyres. Ryser Groupe SA may also choose to sue its client at its head office or at their home.