

General Terms and Conditions (GTC)

B. Special part B3

3 Event Items (appliances and furniture)

3.1 Provision (loan or hire)

- 3.1.1** The Event Items loaned or hired by Diwisa to the Customer shall remain the property of Diwisa, i.e. the appliances and furniture of Diwisa shall be provided to the Customer for usage for a limited period of time.
- 3.1.2** The hire charges for Event Items are valid for a weekend or 5 consecutive days up to a maximum of 3 weeks (Event duration). Any longer periods must under all circumstances be agreed to separately in a written contract (e.g. seasonal duration).
- 3.1.3** The Event Items must be returned to Diwisa without undue delay following the handover or cessation of the business by the Customer.
- 3.1.4** Throughout the full term of the contract the Customer shall bear liability for all defects or losses that have arisen or that may arise as a result of the breach of the duty of care, including vandalism, loss, improper handling, damage, frost or calcification. The repair of any defective or missing material shall be invoiced to the Customer by Diwisa, and thus also in relation to losses arising as a result of freezing.
- 3.1.5** The Customer is responsible for taking out the necessary insurance in order to cover against any damage that may be caused by or in relation to the Event Items provided, and shall cover the corresponding insurance costs. Not only any damage but also any potential theft must be covered.
- 3.1.6** With regard to the provision of objects, Diwisa does not accept any liability in relation to the organisation, holding or success of the Customer's Event. Any such liability is expressly excluded.
- 3.1.7** The Customer shall bear liability for all losses to third parties that were caused by or related to the Event Items provided. If any action is brought against Diwisa by a third party in relation to any damage, Diwisa may take full recourse against the Customer (indemnification).
- 3.1.8** The Customer shall ensure that either he/she is present in person or that a person authorised by him/her is present in order to accept the delivery and collection of Event Items. Diwisa reserves the right to verify the grant of authority including instructions and to refuse to make delivery in the event that it is not sufficient. Any additional costs unnecessarily arising as a result may be charged to the Customer in the event that delivery is unsuccessful.
- 3.1.9** Delivery of the Event Items provided shall be made by or on behalf of Diwisa. The distribution, assembly and dismantling of Event Items shall be a matter for the Customer.
- 3.1.10** The proper connection and organisation of the related electricity cables for electrical appliances such as e.g. refrigerators, coffee machines, etc. shall also be a matter for the Customer. Diwisa declines any liability in this regard for incorrectly connected devices. If the Customer is provided by Diwisa with a special configuration from a third party company, the instructions of the relevant third party company must be strictly adhered to and any additional costs thereby arising (e.g. mains water, connection to speaker system, special programs, etc.) shall be borne separately and exclusively by the Customer.

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- 3.1.11** The Event Items provided may only be used by the Customer in order to store and distribute Goods from the Diwisa product range. The relevant product range shall be specified in greater detail in the relevant individual agreement (contract). The product range may be checked by Diwisa staff.
- 3.1.12** Event Items must be displayed at a location that is clearly visible for end consumers. Advertising or trade marks (logos) may not be covered, removed or otherwise rendered illegible.
- 3.1.13** The handing over or passing on to third parties of Event Items made available is prohibited.
- 3.1.14** Should the Customer fail to comply with his/her duties under the GTC and/or the individual agreement (contract) as regards the Event Items provided, Diwisa shall be entitled to claim them back at any time. In the event that the agreed product range and/or marketing rules are not complied with, Diwisa further reserves the right to charge *ex post* compensation of at least CHF 1,000.00 for each instance of breach. The foregoing shall be without prejudice under all circumstances to the right to claim further damages.
- 3.1.15** Upon expiry of the usage period agreed to under contract, the Event Items made available shall be returned by the Customer to Diwisa "swept clean" and in proper working order. Any cleaning and repair costs shall be charged to the Customer at a rate of CHF 80.00 per hour.
- 3.1.16** The Customer may be subject to a hire charge of CHF 50.00 per item per day for each Event Item that is not returned on time (default). The foregoing shall be without prejudice under all circumstances to the right to claim further damages.
- 3.1.17** If the event or parts thereof cannot take place or can only take place to a limited extent for reasons of force majeure such as floods, natural disasters, special meteorological circumstances, strikes, war, diseases such as epidemics and pandemics (and the associated official prohibitions and/or restrictions), DIWISA shall be released from the obligation to deliver or approve to the extent of the impact and the Organiser shall reimburse the funds [and services in kind] provided by DIWISA, less any consideration already paid by the Organiser.

If the event is postponed, contracts shall continue to apply unchanged to the date of postponement. If necessary, it will be adapted and supplemented in the spirit of the present contract. The contracting parties mutually waive the right to claim additional costs and/or damages due to the cancellation or postponement of the event.