

General Terms and Conditions of EMIL EGGER AG*

Issued / valid from 2021-01-01

(replaces all previous versions)

Aerial platform rental sector

* The term EMIL EGGER AG in our T&Cs shall always be considered also to refer to EMIL EGGER Romandie SA. These T&Cs shall accordingly be considered lawfully agreed unaltered with EMIL EGGER AG and/or EMIL EGGER Romandie SA.

1 Contractual conditions

The following conditions apply to all rights and obligations of the parties to the rental contract.

2 Ownership of the rental equipment

The rental equipment, including accessories, shall remain in the unrestricted and inalienable ownership of the lessor. The renter may not make any technical changes to the equipment. The rental equipment may not be taken out of the country.

3 No subrenting

The renter is not authorised to grant third parties any rights to the rental equipment or to transfer rights from the rental contract to such third parties. In particular, lending or subrenting the equipment to other parties is not permitted.

4 Rental period

The rental period and transfer of risk begin when the rental equipment is delivered or accepted at the agreed location and end as per the rental contract with both parties signing the documents and returning the equipment, including accessories, to the specified location.

If the rental period is not fixed in advance, the lessor must be given 24 hours' notice of the end of the rental, by telephone, email or fax.

If the renter wishes to extend the agreed rental period, they must request the extension from the lessor at least 24 hours in advance. An extension to the rental period shall be lawful and binding only if confirmed in writing by the lessor. There is no automatic right to an extension. The lessor also reserves the right to provide a replacement machine, where relevant.

If the rental is to be terminated early, the lessor must be informed 24 hours before the return of the equipment. The lessor reserves the right to retain the agreed rental period or to modify the rental terms for a shorter rental period.

If the renter fails to respect the terms for extending the rental period or ending the rental early, any claims by third parties or the lessor shall be borne by the renter.

In general, no suspension of the rental will be accepted. In particular, risks due to weather conditions are the responsibility of the renter. In special cases, and subject to 24 hours' notice giving justification, the lessor may agree to suspend the rental. The lessor will not accept notification of a rental suspension after the fact. The lessor reserves the right to take the equipment from the place of use while the rental is suspended, and return it when it is needed again, charged at the usual transport rates.

5 Return

Equipment returned to or collected by the lessor must be in clean and ready to use condition, in accordance with the documentation. If the rental equipment does not meet this requirement or if there are other defects, the equipment will be cleaned/repared and the costs borne by the renter.

6 Delivery and collection

Delivery and collection must be to an easily reachable location with good vehicular access. Where there are particular requirements for bringing the equipment onto or off the site, these will be billed separately and are not included in the standard transport costs.

Any extra journeys or empty runs will be billed. Empty runs will also be billed when equipment is brought for delivery but cannot be unloaded, or when equipment reported by the renter to be inactive and ready for collection is still in use or not ready for handover for another reason.

7 Rental cost

The rental price is based on the lessor's currently valid rental prices and shall apply for the agreed duration, assuming a single daily shift of no more than 9 hours, excluding Saturdays and Sundays. If the equipment is used for shift operation, a

supplement to the agreed rental price will be billed. A supplementary charge will likewise be billed for use during weekends or on public holidays. The lessor must be notified in advance of such use. The rental price shall be owed for the entire rental period even if the equipment was not used for all the standard operating hours, the rental equipment was available at the lessor, or the rental equipment was returned before the end of the rental period.

The lessor reserves the right to request the rental price in advance or to ask for a deposit. In general, transfer of claims from the renter to the lessor shall be excluded.

If the renter is in arrears with their payment, the lessor may withdraw from the contract with immediate effect and collect the rental equipment, and the renter will have no right to object. Any costs incurred as a result shall be borne in full by the renter.

8 Operators

Operators for the equipment shall be provided by the renter, unless otherwise agreed in writing. The renter undertakes only to use operating personnel who have been briefed by the lessor, to study the rules of operation carefully in advance, and to comply with them. A driving licence valid under Swiss law is required for operating a motor vehicle. This shall be provided unasked when the equipment is issued. If an unregistered vehicle is driven on publicly accessible land, the renter shall bear responsibility for obtaining any permission required from the cantonal authorities, and for cordoning off public roads/public spaces. In some circumstances, it may be necessary to involve the police or additional personnel to secure the area. The renter shall take full responsibility for ensuring safety and obtaining appropriate insurance cover. Any damages incurred by third parties (property damage or injury) shall be borne in full by the renter. By signing the contract, the renter confirms that they have complied with all relevant instructions. On request and subject to availability, the lessor may provide operating personnel. This will be billed separately.

9 Consumables

All fuels and consumables needed for operation, such as electricity, battery fluid, etc., are the responsibility of the renter. They must be checked daily by the renter.

10 Vehicle approval

The equipment rented meets the SUVA/CE standards and all vehicles with a number plate are approved for use on public roads (as work equipment). The lessor undertakes to provide the rental equipment in working condition.

11 Insurance

Machine insurance: The lessor shall bear the risk for the entire rental period for unforeseen and suddenly occurring damage or faults in the rental equipment resulting from structural, material, or manufacturing defects, overload, failure of measurement equipment, control equipment or safety devices, as a result of a violent external impact, in particular a collision, overturning or falling, sinking, accident-related external collision with goods or due to wind/storm, and damages or loss due to fire, smoke, lightning, explosion, acts of God, or theft. The renter shall pay a fixed contribution to this per machine and contract. The renter accepts the insurance excess agreed in the insurance contract.

The insurance does not cover damages that can be attributed to deliberate action or gross negligence, or that is caused as a result of not using the equipment in accordance with the instructions from the lessor and/or its intended purpose (e.g., if the machine is not correctly shored up or if the wrong type of fuel is used), nor does it cover damage to glass in the cab, the lights, or tyres.

The costs of all such damages shall be borne by the renter; furthermore, recourse may be taken against the renter.

The motor vehicle liability insurance covers property damage and bodily injury in accordance with statutory requirements. The renter shall be responsible for the excess specified by the policy for each claim. The lessor shall not be liable for damages beyond the coverage. The renter shall bear all costs for damages beyond the coverage value, as well as the excess.

Liability insurance (other than motor vehicle liability): The renter undertakes to

General Terms and Conditions of EMIL EGGER AG*

Issued / valid from 2021-01-01

(replaces all previous versions)

Aerial platform rental sector

insure themselves on their own initiative and at their own cost against damages that could be caused to third parties due to use of the equipment, with the exception of damages that are regulated by the Swiss Road Traffic Act (Strassenverkehrsgesetz, SVG).

12 Damages

The lessor must be informed immediately and without prompting of any incidents resulting in damages. Damage reports, police reports and other formalities shall be submitted to the lessor promptly.

13 Liability exemption

The lessor accepts no liability for damages to the renter or third parties caused directly or indirectly by failure or breakdown of the rental equipment, to the extent permitted by law. In particular, any lost profits, lost contracts, or damages to the reputation of the renter or third parties shall be borne in full by the renter or the party incurring the damages.

14 Permits

The renter is responsible for obtaining all permits that may be needed, both for the use of public or private land and for erecting the lifting platform. All costs thereby incurred shall be borne by the renter. On request and subject to express agreement, the lessor can arrange these formalities for a separate payment.

15 Preparation for use

Before starting to use the equipment, the renter must ensure that all safety measures required for safe use of the equipment are in place. In particular, the renter must ensure that the condition of the ground at the place of use is appropriate for safe use of the rental equipment and the area has been cordoned off suitably to ensure that there is no danger to people or property. The renter undertakes only to carry out permitted activities. They must obtain all necessary permits and comply with all statutory regulations and requirements. Any damages and/or penalties resulting from failure to comply with the above points shall be borne in full by the renter.

16 Specialist activities

For activities such as painting, welding, cleaning with acids, etc., the machine must be adequately covered and protected. Prior agreement from the lessor is required before using the machinery in spaces with special requirements (e.g., clean rooms, extreme temperature rooms, humid areas).

Sandblasting or other highly damaging work/activities are not permitted.

The renter will be charged for cleaning and repair work if these points are not complied with.

17 Machine defects

If defects become evident for which the renter denies responsibility, an expert approved by both parties will be commissioned to seek a mutually acceptable solution. If the parties are not able to agree on the choice of expert or their mandate within 24 hours of the damage occurring, the parties will be entitled to take further steps. An alternative arrangement by any insurance companies involved is also possible.

18 Exclusion of right of retention

The renter shall not be able to claim a right of retention.

19 Lessors' right of transfer

The lessor is entitled to transfer all rights resulting from this contract to a third party.

20 Changes to the contract

Written agreement from the lessor is required for all changes to the contract.

21 Swiss Code of Obligations

Unless agreed otherwise in this contract, the provisions of the Swiss Code of Obligations [schweizerische Obligationenrecht] apply.

22 Invalidity

If individual provisions of these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions. Each invalid provision shall be replaced by a new provision that comes as close as possible to the economic effect of the invalid provision.

23 Place of fulfilment

The place of fulfilment and sole court of jurisdiction are the registered office of the lessor.

Prices and supplementary costs:

All prices are assumed to be in CHF and are subject to the costs of machine insurance and any applicable VAT. Fuel costs and permits are not included. Errors and modifications reserved at all times. The most current version of the T&Cs for lifting platform rental is always the valid version (available online at ete.ch).

Machine insurance CHF 10 per day; insurance excess CHF 1000. Operation by the lessor will be billed at CHF 85 per hour. Transport will be billed based on weight and distance to/from the place of use, and including heavy goods vehicle tax (LSVA).