

Terms of Hire

Contractual Arrangements

1. Contract Object

The rentals are subject to the following conditions at the latest at the time of delivery of the equipment at the location of use. The subject matter of the contract is constituted by the equipment detailed in the delivery note.

2. Rental duration

The rental duration will be computed in days/weeks. Each day that has begun required to be paid in full. The rental duration starts at the time of delivery of the equipment at the location of use and ends with the arrival of the equipment at the lessor's premises. Should the arrival of the equipment at the premises of the lessor be delayed beyond the end of the originally envisaged lease term, the lease price shall be adjusted accordingly. The minimum rent price is per one day (24 hours rent).

3. Dispatch and transfer of risk

Shipment of the equipment shall be effected at the expense of the hirer by means of the lowest-priced mode of transport, unless the hirer has expressly stipulated a particular mode of shipment. Passage of risk shall come into effect at the time of collection or delivery (delivery note) and end upon return or collection of the rental equipment by the lessor.

4. Equipment insurance

The equipment is insured against damage theft. In order to claim insurance if they apply the equipment has to be located in an enclosed and locked space. An official police report is compulsory in the event of theft. The deductible rate is CHF 200 and will be charged to the tenant.

5. Use of the hire item

The rented objects shall remain the inalienable property of the lessor. The lessee shall use the equipment in a careful manner and comply with all obligations and lessor's instructions for use, which are associated with the possession, use and maintenance of the leased equipment. Any modifications to the equipment by the lessee are prohibited. The cost for restoration of the original condition will be charged to the lessee.

6. Guarantee

The lessor will be liable for the functionally efficient condition the leased equipment at the time of risk transfer to the exclusion of all further claims.

7. Liability

The hirer shall be liable to the lessor for all damage arising out of the improper use of the rented equipment.

8. Licences

The included equipment software can only be used for its operation. The Software cannot be copied or distributed in whole or in part. In the event of improper use of the software, the hirer will indemnify the lessor for any claims to damages the license holders may file.

9. Resignation of the lessee

Should the lessee withdraw from the rental agreement, no matter for what reasons, so the costs will be calculated as follow:

At least 60 days before:	5% of the order value
At least 30 days before:	25% of the order value
At least 10 days before:	50% of the order value
At least 3 days before:	75% of the order value
At least 2 days before:	100% of the order value

10. Deliveries

The agreement of a lease date shall be subject to the proviso of the possibility of punctual delivery. Unforeseen events, which the owner cannot be blamed for (no matter if these circumstances occur with lessor or his supplier) includes strikes, lockouts, accident damages, malfunctions, etc.

11. Payment method

The rent, plus value added tax, shall fall immediately due and payable without deduction upon invoicing. The lessee only can offset or perform a right of retention against the demands of the lessor if the counter-demand is stated undisputedly or finally.

12. Return of the object of rent.

The lessee has to return the rental equipment after expiry of use and/or property to the lessor immediately at his expense and risk.

13. Delayed return

The right to assert claims due to late return of the rented property shall remain reserved. If the rental equipment is not returned in proper condition, the lessee has to pay the rental fee agreed on, regardless [...] of further damage compensation entitlements of the lessor, for the time which is required for the repair or replacement purchase.

14. Final provisions

Orally negotiated subsidiary agreements are not made. Amendments to this agreement can only be effective in writing. The place of jurisdiction is Bern.