

1. Scope of supply

Schweizer Electronic (this term always covers Schweizer Electronic AG Reiden/Switzerland and all its affiliated companies) rents MINIMEL systems ready for operation and to be set up locally to the customer. MINIMEL systems are single or multiple products from the Schweizer Electronic product segment and any combinations thereof. Schweizer Electronic can also take over the planning, assembly, disassembly, implementation, repair, etc., as stated in the offer and in the order confirmation of Schweizer Electronic.

2. Performance dates/Period of use

The dates for making the operational MINIMEL systems available ex-Schweizer Electronic warehouse or for their assembly and disassembly on site shall be agreed in each individual case between the customer and Schweizer Electronic and set out in writing in the order confirmation. Rental payment begins on the date of delivery of the device from the Schweizer Electronic factory. Rental payment ends on the day on which the devices are returned to the Schweizer Electronic works, that day being included in the rental. The minimum rental period is 30 days.

If the customer asks for an extension of the rental period, Schweizer Electronic shall use its best endeavours to enable the rental to be extended. For each such extension, the customer must pay rental calculated on the same basis as the previous rental sum. All other costs incurred as a result of the extension of the rental period will be notified by Schweizer Electronic to the customer and must be credited by the customer to Schweizer Electronic over and above the rental sum.

3. Rental sum and other services

The rental sum for the agreed rental period is stated in the offer. Planning, assembly and disassembly of MINIMEL systems may be included in the rental sum or will be payable by the customer over and above the rental at the rates listed in the Schweizer Electronic offer.

All costs of transport, taxes, official charges and insurance are excluded from the rental price.

Where packing is designated as being the property of Schweizer Electronic, the latter will pay the costs itself and the customer must return such packing materials to Schweizer Electronic on the expiry of the rental period. Packing which is not returned will be invoiced at the Schweizer Electronic rates.

The customer will check all deliveries made by Schweizer Electronic for completeness immediately after receipt. If no written notice is given to Schweizer Electronic within five working days of receipt, the consignment will be deemed to be complete.

4. Invoicing

As a rule invoices will be issued monthly and for each order. The customer and the site concerned must be stated on the individual invoices. The customer undertakes to settle all Schweizer Electronic invoices within 30 days of the date of the invoice, strictly net.

Save where specifically stipulated otherwise in the Schweizer Electronic offer, the offered prices and rates do not include value added tax. Value added tax will be billed additionally. If the offer does not quote prices or rates, the Schweizer Electronic rates and prices valid at the relevant time shall be binding.

5. Ownership / Maintenance

Schweizer Electronic is and remains the owner of MINIMEL System. The rent includes all costs for maintenance and inspection by Schweizer Electronic at the Schweizer Electronic factory. For the period of regular maintenance and inspection, Schweizer Electronic will provide the customer with a replacement device free of charge. Transport costs, taxes, charges and insurance will be invoiced.

6. Operation

After assembly or handover of the MINIMEL systems by Schweizer Electronic, Schweizer Electronic will perform a functional test. Schweizer Electronic will then give training to a representative of the customer in the use of MINIMEL systems and hand over to him the keys necessary for operation. The functional test, instruction and handover of keys will be recorded by Schweizer Electronic. From the time when the keys are handed over, the customer will operate the MINIMEL systems under his own sole responsibility.

The customer undertakes to handle the MINIMEL systems carefully for the duration of their use and to avoid causing any kind of damage to the MINIMEL systems. The customer is only entitled to effect the settings of the MINIMEL systems indicated during the training provided by Schweizer Electronic; as a general rule the settings are confined to switching the system on or off. The customer is expressly prohibited from making other changes to the settings or from intervening in the MINIMEL systems. The customer shall notify Schweizer Electronic immediately in writing of all extraordinary events and occurrences. The customer shall note every occasion on which the MINIMEL systems are switched on or off, together with every fault, in the operating manuals accompanying the MINIMEL systems.

For the assembly, disassembly and functional testing of the MINIMEL systems, Schweizer Electronic will not employ any personnel who are suffering from impaired hearing or vision or other illnesses which might have an influence on the security of the MINIMEL systems.

The Customer shall be responsible for ensuring that he has sufficiently trained and certified personnel familiar with the use (assembly, disassembly, etc.) and operation of MINIMEL Systems and all safety regulations to be observed.

7. Repairing faults and standby service

Schweizer Electronic maintains a standby service for the purpose of fault repair. If the MINIMEL system is assembled by Schweizer Electronic, Schweizer Electronic accepts all the costs relating to repair of the fault on site caused by defects in MINIMEL systems and defective assembly by Schweizer Electronic.

If the MINIMEL system is assembled by the customer himself and if faults occur because of defects in the MINIMEL systems, Schweizer Electronic will replace the defective MINIMEL systems for the customer on weekdays from the place at which they are held in storage. Transport costs, taxes, official charges and insurance are payable by the customer.

8. Civil liability insurance and other insurance

Schweizer Electronic has taken out a civil liability insurance which covers personal injury and material damage worth up to CHF 10 million per event and insurance year. Schweizer Electronic is liable for all damage covered by the insurance and accepted by the insurers up to the maximum amount of the benefits provided by the insurance. Over and above this sum, Schweizer Electronic is liable only for damage which it caused either deliberately or through gross negligence on its part. Schweizer Electronic is not liable for indirect or consequential damages of any kind, such as financial prejudice, loss of profit, supplier damage, loss of use, costs caused by delayed trains or emergency braking etc. All other risks, such as misuse, improper use, deliberate damage or damage caused by gross negligence, excessive wear and tear, loss and theft, vandalism etc. to the MINIMEL device shall be borne by the lessee.

9. Safety regulations

The statutory regulations on the use of MINIMEL safety systems valid at the place of installation shall apply. All business conditions of the customer and all other standards and regulations to which the customer may make reference are expressly declined.

10. Exclusive validity

These General Terms and Conditions apply to all deliveries and services of Schweizer Electronic in connection with the rental / service and the use of MINIMEL systems. A contract between the customer and Schweizer Electronic shall only be concluded after the customer has ordered supplies and services from Schweizer Electronic in writing on the basis of an offer from Schweizer Electronic and Schweizer Electronic has issued an order confirmation. Offers and order confirmations from Schweizer Electronic shall always be made under the express condition that these General Terms and Conditions form the subject matter of the contract.

11. place of jurisdiction

The legal relations between the customer and Schweizer Electronic are governed by the substantive law at the headquarters of Schweizer Electronic, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 ("CISG").

The place of jurisdiction for both contractual parties for any disputes arising in connection with or from the contract is at the headquarters of Schweizer Electronic. Schweizer Electronic is however entitled to bring proceedings against the customer at the customer's headquarters as well.

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