

GENERAL LEASING TERMS AND CONDITIONS (GTCS)

1 Scope of application

These General Terms and Conditions (GTCS) shall apply to all offers for leasing and to leases on our own Products or leasing financed Products (subject matter of the lease) between JOMOS Brandschutz AG (we / us) to our clients (you / you).

The General Terms and Conditions shall apply exclusively. Your General Terms and Conditions which are in conflict with or deviate from them shall be applicable only if they have been confirmed by us in writing.

2 Offers and Conclusion of the Contract

Your orders shall become binding once we confirm the lease in writing (contract).

Our offers in quotes, brochures, catalogues, price lists and other product descriptions and documents - including in electronic form - shall not be binding until the order has been confirmed in writing.

3 Subject matter of the Contract

Upon conclusion of the contract, we undertake to lease the subject matter of the lease to you for the duration of the lease.

The subject matter of the lease, including any accessories, shall remain the unlimited and unsaleable property of us or of Credit Suisse (Schweiz) AG during the entire term of the lease. You may not make any changes to the subject matter of the lease. Without our prior consent in writing, the subject matter of the lease may not be taken abroad.

You shall not be authorised to grant rights to the subject matter of the lease to any third parties or assign any rights to them under the lease; in particular, any sub-lease or sub-lending of the subject matter of the lease shall be prohibited without our express and prior consent in writing.

4 Term of the lease

The term of the lease shall start upon delivery / acceptance of the subject matter of the lease by you in the agreed place and shall each time end as at the end of a calendar month upon mutual signature of the documents and return of the subject matter of the lease including any accessories at our headquarters, but no sooner than upon expiry of the agreed minimum term of the lease.

5 Handover of the subject matter of the lease

We undertake to hand over the subject matter of the lease to you in an impeccable and operational condition with the necessary documents (instructions for use and maintenance, etc.).

Any handover costs for packaging, transport, etc. shall be at your expense.

6 Assembly

If, pursuant to a contract in writing, we undertake the assembly/putting into operation of the Products at your site, our General Work Contract Terms and Conditions (jomos.ch/agb) shall be applicable to all legal issues regarding the assembly / putting into operation.

7 Return of the subject matter of the lease / Liability

The subject matter of the lease shall be returned on the last day of the minimum term of the lease in the agreed place during our normal business hours.

You shall return the subject matter of the lease in an impeccable, operational and cleaned condition with the necessary documents (instructions for use and maintenance, etc.), or keep the subject matter of the lease ready for collection.

Any return costs for packaging, transport, etc. shall be at your expense.

If the subject matter of the lease is not in conformity with these requirements or if it has other defects, the subject matter of the lease will be cleaned or repaired at your expense and you shall be liable to us for any additional damage. If, due to the loss of the subject matter of the lease, you are unable to return the same, you shall be liable to us to damages in the amount of the current sale price of the subject matter of the lease.

The assertion of any right of retention on your part shall be excluded.

We shall be authorised at any time to demand that you make a deposit as security for the loss of or damage to the subject matter of the lease.

8 Amount to be paid for the lease and payment terms

Except as otherwise agreed in writing, the amount to be paid for the lease shall be understood to be net plus the value added tax applicable from time to time (VAT).

Unless otherwise agreed in writing, the amount to be paid for the lease shall be paid monthly in advance within fourteen (14) days net from the invoice date. Payment shall be made in Swiss francs. After expiration of the payment deadline, you owe us default interest in the amount of 5% per year without a reminder.

If we have to send a reminder in respect of an invoice amount due, we shall be authorised to charge a reminder fee of CHF 30.00 per reminder.

We shall be authorised to demand at any time that you pay an adequate advance on the amount to be paid for the lease.

No offsetting of your claims against us shall be permissible.

9 Ancillary costs

Any and all ancillary costs such as operating supplies or batteries shall be at your expense.

10 Default in payment

If you are in default in payment of an amount due for more than ten (10) days after a reminder in writing, we shall be authorised to terminate the contract without prior notice. You shall be obliged to return the subject matter of the lease on first demand and/or make it possible for us to collect the same.

11 Duty of care and maintenance

You shall be obliged to use and keep the subject matter of the lease in a careful manner and to comply with the recommendations of the manufacturer or the supplier of the subject matter of the lease with regard to the maintenance, care or use thereof. You shall in particular make sure that you comply with the legal requirements and guidelines for the use of the subject matter of the lease.

You shall immediately report to us any defects or damage which occur in writing. If you fail to do so, you will be liable for the damage caused by your failure to report. You shall be obliged to grant access to the subject matter of the lease to us or to our agents during the usual business and operating hours.

You additionally undertake to use only operating personnel that we have instructed.

12 Insurance

You shall be obliged to insure the subject matter of the lease against burglary, theft, and damage caused by fire, water and natural hazards. The value of the insurance shall be the current sales price of the subject matter of the lease.

13 Restriction of liability

To the extent permissible under the law, our liability for slight negligence as well as for the conduct of auxiliary persons and sub-agents shall be excluded. Liability for intent and gross negligence and for culpable violation of life, limb or health shall remain unaffected; this shall also apply to the mandatory liability under the Product Liability Act.

You shall have no right to a replacement for the subject matter of the lease, if the latter is in repair, was stolen or is permanently non-functional. The amount to be paid for the lease shall be owed until the expiry of the minimum term of the lease.

14 Force Majeure

We shall retain the right to delay the handover of the subject matter of the lease or to withdraw from the contract, if a case of force majeure occurs, e.g. directions from authorities, war, terrorism, epidemic, pandemic, strike, disturbance on the part of suppliers, supply blockages, floods, fire and shortage of raw materials.

If, due to a case of force majeure, no handover of the subject matter of the lease is possible, we will store the subject matter of the lease at your cost and risk. As a result of this storage, our performance obligation shall be fulfilled.

15 Data protection

You expressly agree that we will process your data collected within the framework of the business relationship, including any personal data, for the purposes of order processing, contract management, handling of damage cases, comprehensive support and advice, as well as for statistical analyses and for compliance with legal obligations. The data will be processed only for such a period of time as is needed to fulfil the intended purpose. If the intended purpose no longer applies, the data will be erased completely.

We shall be authorised to disclose your data to other companies of the JOMOS group and to order data processors in Switzerland who have been called in.

We will process your data on the basis of Art. 4 and 6 of the Swiss Data Protection Act.

You shall have the right at any time to receive information on your processed personal data free of charge and, if need be, to correct them, to restrict or prohibit any further use of this personal data or to revoke the consent to any further data processing, to file an objection against any further processing and to have the personal data erased, unless there is a legal retention obligation or unless the personal data is absolutely required to fulfil the contract.

In the event that the contact or invoice data change while the contractual relationship is still ongoing, you shall be responsible for the fact that such data is updated with us in time.

For data processing purposes, you may contact us at: info@jomos.ch.

16 Confidentiality

You are obliged to maintain confidentiality in respect of any business secrets, information and confidential documents which you have received from us, and use them for no purpose other than for that of the fulfilment of the contract. You shall undertake to impose identical confidentiality obligations on your employees and on your vicarious agents. This confidentiality obligation shall survive the termination of the contractual relationship between you and us.

17 Early termination

We shall have the right to terminate the contract with you without prior notice, if

- a. you are in default in payment (see item 10);
- b. bankruptcy or debt composition proceedings have been initiated against you or if you become insolvent;
- c. you make use of the subject matter of the lease or any part thereof in violation of its intended purpose or if you sub-lease or take abroad the subject matter of the lease or any part thereof without our prior consent in writing;
- d. you violate your duty of care and maintenance pursuant to item 11.
- e. you have violated your other contractual obligations under the present GTCS or other contracts between you and us and fail to restore the state in conformity with the contract within fourteen (14) days after our reminder in writing.

18 Modifications to the Contract

Any modifications and additions to the contract (including the present provision) shall require the written form in order to be valid.

19 Notices

All notices given by you to us shall be directed in writing to our post address or email address, as agreed in the respective contract or later indicated.

The written form shall mean notices both by letter and by electronic mail.

20 Applicable law and place of jurisdiction

The present General Terms and Conditions as well as all other contracts between you and us which concern the lease of the subject matter of the lease shall be governed by Swiss law without any regard to the applicable conflict of laws provisions.

The place of jurisdiction for all disputes in connection with the lease of the subject matter of the lease shall be our place of business which currently is in Balsthal. However, we reserve the right to bring action in the court of your place of residence.