



Business Conditions of Pislser Furniture Rental GmbH

1- Applicability and contract

The general business conditions are part of the rent contracts of PISLER, FURNITURE RENTAL GmbH. The content and volume of the rent contract is determined by the confirmation of order, which is in written form. Oral agreements are not binding until they are confirmed in written form.

2- Offer and rights of the service company

2.1 Service

The service company is renting or lending furniture and functional items.

2.2 Reservation of delivery conditions

If nothing other is agreed upon, there is no claim on delivery of exactly the furniture showed on photographs or exhibited on the website, the customer has to accept minor changes of the hired items. Further alternations are reserved to the service company, especially when the colour and the graining of wood, stone or leather are concerned. The service company is obliged to furnish merchandise of medium species and quality. The service company may replace ordered items by equivalent or better merchandise, in case it is not possible to deliver the ordered items. This regulation is applied whether the not-delivery is by fault or not by fault.

2.3 Mortgage

Rented items remain, if nothing other is agreed upon, in the property of the service company. The customer is obliged to care for the property of the service company. Removal and engagements of third persons, in particular seizures, are to communicate immediately to the service company, in case of seizures the protocol has to be enclosed. In case of violation of this right, the service company is entitled to terminate the contract.

2.4 Warranty

The service company delivers items, which are executable and serviceable. Multiple repairs by the service company are allowed. The customer is entitled to the termination of the contract or reduction of the monthly rent when the service company does not repair within a reasonable term or the repair fails or the service company refuses to repair or to deliver a substitute or all this is not effectuated within a reasonable time. The guaranty becomes prescriptive within 6 months past delivery. In case the customer is asserting defects and the parties do not come to an agreement, both parties are entitled to order an expert that is to name by the Chamber of Commerce. The cost for the expert has to pay the party that succumbs in the judgment of the expert, in case of a settlement the cost are to share in a reasonable manner. The parties are reserved to go to law.



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2.5 Liability disclaimer

Claims for damages of the customer of any kind and of any legal reason, indifferently if indirect or direct damages of things or persons are concerned, are excluded, if not gross carelessness or intention by the service company is existing.

The service company does not take any responsibility on any kind of damage caused by the use of the furniture.

The service company is not liable in case of Acts of God.

2.6 Bank and creditor' association information

The service company is entitled to check the credit-worthiness of the customer at his house-bank, at the creditors' association and other information roots.

3- Liability and duties of the customer

3.1 Liability, Insurance

The furniture has to be insured (liability insurance, assurance responsabilité civile, Haftpflichtversicherung). The customer is fully responsible for the rented items. The customer is liable from the date of receipt of the furniture up to the point of returning for each detriment or loss of the rented items, unless the service company is in delay with the taking back of the rented items. In the latter case the liability of the customer is restrained to intent and gross negligence. If the returning of the furniture arranged by the service company, delay will occur only in the case that the service company exceeds the arranged date of pick-up by 24 hours. In case of loss, destruction or detriment that cannot be repaired, the customer has to reimburse the cost for substitute of similar and new items. In case the furniture can be repaired, the customer has to reimburse to the service company the cost of repair. If there is no way of repairing the rented item, the customer may demand for the purchase of the damaged rented item after paying the cost for the procurement of a substitute for the damaged item. The claim on purchase of the damaged item is inapplicable when the customer fails to assert this claim in writing together with his payment, at the latest a fortnight after information of the repair sum by the service company. The customer is liable to the service company also to the full amount of the compensation claim, when an insurance company is charged with the regulation of damages. In case of damages the customer has to transfer all claims against the insurance company to the service company. The service company may realize the deposit sum.



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3.2 Time of delivery

If the service company cannot comply with the accepted time of delivery, the customer has to allow a usual term of delayed delivery. If the service company cannot deliver till the end of the new term, the customer is allowed to terminate the contract. Interruption of the business that the service company cannot be answered for, also interruptions at the suppliers or the pre-suppliers business, especially strike, lockout or force major that depend on unforeseen or not answerable incidents, extend the term of delivery relatively. The customer is entitled to terminate the contract, if in this case he admonishes the delivery after the term of delivery has expired and the service company cannot deliver thereafter within a reasonable extension of the term after the entry of the admonishment letter. The legal regulations as to full compensation remain effective.

Delivery to the customer and pick-up occur only by written agreement and invoice by the service company. The customer or an authorized person is charged to be present on the fixed date at the place of delivery or pick-up.

4- Prices, billing and payment conditions

4.1 Prices

The prices are monthly rental rates for the related item or group of items.

4.2 Initial Charges

Prior to delivery of any leased property, one-time initial charges are due as follows:

- Security deposit to a discussed amount (refundable)
- Delivery/installation charges (as discussed)
- One month monthly payment in advance

The security deposit, less an amount equal to any loss or any damage from other than ordinary use, shall be refunded to the customer within one month after return of the leased property and fulfilment of all terms and conditions of the lease agreement.

Early termination of a lease agreement with fixed length will result in forfeiture of the security deposit. The amounts of the Security Deposit, Delivery and Installation Charges, and Monthly Payment are set forth in the lease agreement.

4.3 Payment conditions

The lease term shall begin on the delivery date of the leased property, with the monthly payment for the first month due in advance. Thereafter, a monthly payment shall be due each month for the term of the lease as set forth in the lease agreement. The monthly payment consists of the following items: monthly rent charge. Bills are due within 10 days net without any deduction, except another regulation is agreed upon between the service company and the customer in written form.



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5- Length and termination of contract

5.1 Contract with fixed length

The rental contract can be effective for a fixed term.

5.2 Contract with unlimited length

The rental contract can be effective for unlimited time. Termination of contract is with 1 week notice.

5.3 Termination of contract

The service company is allowed to back off the contract, if the customer has made wrong information's as to his credit-worthiness or stops paying the instalments and the payment is due and the customer is in delay or proceedings in bankruptcy have been applied for with the exception that the customer has paid in advance. If the customer terminates the contract at least 10 days before the day of delivery, the service company can file a damage of one monthly rent. Within less than 10 days the service company files a damage of two monthly rents.

5.4 Return of furniture

The exact date of return must be announced to the service company as early as possible. The service company will do all what is reasonable to pickup the rented items at the date of return wished by the customer.

The customer is obliged to inform the service company - at the latest when the items are returned - of damage or complete loss of rented items. In case the customer is not returning the rented items when the lease term is expiring or does not offer the pick up by the service company, the customer has to pay compensation for each week at the amount of 25% of the monthly rent until the furniture is returned. When the service company is asking for returning of the furniture after the contract has expired and this by giving a last term for sticking to the contract and the customer is willing to return within this term, the service company can instead of return of the merchandise ask for full compensation at the amount of substitute merchandise of new and similar value. When china, glasses or cutlery is rented the service company may ask for the sales prize when the items are lost destroyed or cannot be fixed or the merchandise is not returned after a contractual delay-term given by the service company. This does not affect further liability of the contract. In case of return of the merchandise after the premature termination of the rent contract, the service company is entitled to a reimbursement for the use, loss of value and additional expenditures for the transport and the assembly. This does not affect regulations of the Consumer Credit Act.

6-Law

In case of legal dispute, the laws of Switzerland are applied. Place of court is Zürich, ZH, Switzerland.

Zürich, 15th of January 2020