

TERMS & CONDITIONS

(Issue: 13.10.2023; replaces all previous editions)

These general terms and conditions are divided into two sections

- A) Rental and event services
- B) Installations (see from page 05)

A) Rental and event services

1. SCOPE

- 1.1. These general terms and conditions apply to all contracts between Winkler Livecom AG with its registered office in Wohlen AG (hereinafter referred to as WINKLER) and its customers for the services described in the order confirmation, unless otherwise expressly agreed in writing or mandatorily prescribed by law.
- 1.2. The general terms and conditions of customers are not applicable unless they have been expressly accepted in writing by WINKLER in their entirety or in detail.

2. SCOPE AND EXECUTION OF SERVICES

- 2.1. The subject of the contract is the service agreed on the basis of the signed order confirmation. The order confirmation is also based on an offer of the same name.
- 2.2. If, after acceptance of the offer by the customer, the scope of the agreed service is extended at his request, the corresponding additional expenses are to be paid separately by the customer at the agreed hourly rates. The additional expenses will be invoiced by WINKLER after the additional expenses have been completed. In the case of rental items, the invoice will be issued upon return of the rental items.
- 2.3. WINKLER is entitled to transfer the execution of individual obligations under the contract to third parties. WINKLER is responsible for their proper selection and instruction.

3. PLACE OF PERFORMANCE/TRANSFER OF RISK/SHIPPING

- 3.1. Unless otherwise agreed in writing, the place of performance and the transfer of risk shall be the headquarters of WINKLER.
- 3.2. In the case of transport of the goods from the place of performance to the place of use of the customer, the risk is transferred to the transport company or the forwarder when the goods are handed over at the place of performance.
- 3.3. The transport service provided by WINKLER is an ancillary obligation. WINKLER can commission a transport company for this purpose.

4. DEFAULT OF ACCEPTANCE/FAILURE TO COOPERATE

- 4.1. If the customer or a third party commissioned by the customer is in default with the acceptance of the service offered by WINKLER, or if the customer or a third party commissioned by the customer fails to cooperate, WINKLER is entitled to terminate the contract without notice. This does not affect WINKLER's claim for compensation for damages incurred by it as a result of the delay or failure to cooperate of the customer or of a third party commissioned by the customer. In particular, the customer indemnifies WINKLER against claims by third parties.

5. CONDITIONS

- 5.1. Unless expressly agreed otherwise, the rental period is measured in days and is based on the rental period specified in the offer and accepted by the customer.
- 5.2. WINKLER may request an advance payment within a certain period of time for the rent. In this case, the rental agreement with the customer is subject to the condition precedent that the customer makes the requested advance payment within the agreed period. If the advance payment is not made on time, the rental agreement will not be concluded and WINKLER may reserve the right to dispose of the leased property elsewhere. The defaulting customer has to pay a compensation of 25% of the rental price.
- 5.3. WINKLER shall provide the customer with rental items for use in accordance with a written offer. All rental property provided to the customer is the exclusive property of WINKLER.
- 5.4. WINKLER undertakes to hand over the rented items in a condition appropriate to the intended use. The customer is aware that the rented items are used several times and are usually neither new nor free of impairments of use at the time of delivery. Minor wear and tear and deviations in colour or dimensions are therefore not considered to be defects that impair the suitability of the rented property.
- 5.5. The customer undertakes to treat the rented items with care and to use them in accordance with their intended purpose. In particular, the rented property must be adequately shielded from the public and protected from the weather at open-air events. Operating instructions and safety regulations must be strictly adhered to. Any modification of the leased property or the covering or removal of WINKLER company logos is prohibited. In the event of non-compliance, the customer shall bear the costs of restoring the leased property to its original condition.
- 5.6. The customer shall ensure that the rented items are not passed on to third parties and shall take reasonable precautions against loss and theft.
- 5.7. The customer must return the rented property at the agreed time and place. In the event of late return, he is liable for each day or part thereof in accordance with the agreed daily rates. WINKLER reserves the right to claim further damages.
- 5.8. Subletting or assignment of the tenancy is prohibited.
- 5.9. The customer is liable for damage, loss or theft of the rented items from the time of delivery to the time of return. In these cases, the customer owes Winkler Livecom AG not only the full replacement or restoration value but also the further damage incurred by Winkler Livecom AG.

6. SERVICES

- 6.1. Winkler guarantees to provide the agreed services with professional care. The performance owed is not based on a predetermined work result.
- 6.2. Winkler informs the customer of recognisable circumstances that jeopardise the fulfilment of the contract. Winkler also informs the customer about any further developments that make a change to the services appropriate for technical or economic reasons.
- 6.3. Winkler undertakes itself and its employees to comply with the legal regulations as well as the customer's operational regulations.
- 6.4. Customer's obligation to cooperate: The customer informs Winkler in good time of all requirements required for the fulfilment of the contract. By arrangement, the customer must provide the power supply and other connections and, if necessary, provide sufficient and appropriate workspaces, including work equipment, as well as a room for storing materials and tools. If the customer fails to provide the necessary obligation to cooperate, not in time or not in the agreed manner, the resulting consequences (e.g. delays, additional expenses, etc.) are to be borne by the customer.

7. PERFORMANCE CHANGES

- 7.1. The parties may at any time request written changes to the agreed services. If effects on costs or deadlines are to be expected, the service changes must be offered to the customer. The offer includes all the main consequences for the overall project.
- 7.2. Changes to services will be recorded in writing in an addendum to the corresponding contract document prior to execution. The adjustment of the remuneration is calculated on the basis of the rates at the time the changes are agreed.

8. PERMISSIONS

- 8.1. It is the customer's responsibility to obtain the necessary permits, concessions or licenses for the proper operation of the items or services provided by WINKLER and to pay the associated fees.

9. REMEDY OF DEFECTS

- 9.1. The customer must inspect the items provided by WINKLER immediately upon receipt. The claim for the elimination of defects must be asserted by the customer in writing immediately after their discovery, otherwise the claim for the removal of defects is forfeited.
- 9.2. In the event of the purchase of items by the customer, any warranty for defects is excluded.
- 9.3. If the production of a specific work result has been agreed in writing in the offer, the customer is entitled to have any defects eliminated by WINKLER. Only in the event of failure of the rectification can the customer also demand a reduction or withdrawal from the contract. A claim for reimbursement of the costs incurred by the customer to provide the proper service is excluded. Insofar as there are further claims for damages, Section 12 shall apply.
- 9.4. Any repair and maintenance work necessary on the rental property during the rental period may only be carried out by WINKLER or a person designated by the latter. Repairs required before and after the return of the rented item will be carried out at the expense of the customer, provided that the repair is due to excessive wear and tear by the customer.

10. REMUNERATION/LATE PAYMENT

- 10.1. Unless otherwise agreed in writing, the customer will be invoiced for the services provided by WINKLER on the basis of the offer.
- 10.2. Unless otherwise agreed, the invoices (incl. VAT) of WINKLER are due and payable immediately upon receipt without deduction. Payments must be made in Swiss francs, unless otherwise agreed in writing.
- 10.3. In the event of late payment, the customer shall be liable for default interest of 6% per calendar year.
- 10.4. The offsetting of receivables of the customer against receivables of WINKLER is excluded.

11. RETENTION OF TITLE

- 11.1. Until full payment of the remuneration by the customer, all items that have been manufactured or processed in accordance with WINKLER's offer and sold to the customer remain the property of WINKLER (for rental items, see section 5.3.).
- 11.2. The customer is obliged to avoid any seizure, retention, immediately notify WINKLER of any arrest or the opening of bankruptcy proceedings against him; in the case of objects for sale for installation and also rental items that the customer has purchased from WINKLER, the customer must inform the responsible debt collection or bankruptcy office of the ownership of WINKLER.
- 11.3. The customer's right to retain items handed over by WINKLER is excluded.

12. INDUSTRIAL PROPERTY RIGHTS/RIGHTS OF USE

- 12.1. All intellectual property rights, their rights of use and processing ("rights") to the products created by WINKLER (such as in particular and not limited to plans, drawings, samples, models, etc.) are the exclusive and unrestricted property of WINKLER.
- 12.2. WINKLER is entitled to freely use the ideas, concepts, methods and techniques used in the performance of the contract, including the acquired know-how, in other ways. The confidentiality of confidential data and documents of the customers is maintained in all cases (see also section 11.).
- 12.3. Any violation of the rights will be prosecuted under civil and criminal law.

13. PRIVACY

- 13.1. The customer declares his explicit consent that WINKLER may process and use data of the contractual relationship with the customer. Furthermore, WINKLER may use the fact of the contractual relationship and its specific activity as a reference, for example within offers or at events.
- 13.2. WINKLER is entitled to process personal data entrusted to it in the context of the performance of the contract or to have it processed by third parties.
- 13.3. All customer data is processed in accordance with the legal provisions of the Swiss Data Protection Agency. protection legislation.

14. LIABILITY

- 14.1. WINKLER is responsible for the diligent fulfilment of its contractual obligations and is liable for related direct damages caused by it or third parties commissioned by it intentionally or through gross negligence. Otherwise, in particular in the case of slight negligence as well as for indirect damages, consequential damages and lost profits, liability is excluded.
- 14.2. In any case, the highest limit of liability is the remuneration paid by the customer for the services provided by WINKLER.
- 14.3. The customer indemnifies WINKLER against any claims resulting from the improper or improper use of the items provided by WINKLER.

15. WARRANTY OF TITLE AND QUALITY

- 15.1. Unless otherwise agreed in writing, all material and legal warranty rights are excluded to the extent permitted by law.

16. WITHDRAWAL/TERMINATION

16.1. If the customer withdraws from the contract in whole or in part after the order confirmation, he is liable for the amount contractually stipulated in the order confirmation and any expenses already incurred by WINKLER as follows

16.2.	0- 14 days before the start of execution	100%
	15-30 days before the start of execution	75%
	31-60 days before the start of execution	50%
	61 or more days before the start of execution	25%

In the event of cancellation of the contract and also in the event of postponement of the execution dates, follow-up costs may be charged to the customer. In particular, this applies to

In the case of new planning of personnel and material planning, as well as warehousing and transport logistics. For hotel and flight reservations.

In the case of already commissioned creations of content or buildings. In the production of printed matter

For insurance and fees

In case of cancellation costs and non-refundable deposits to third parties

In the case of any further expenditure that can be proven directly in connection with the contract,

16.3. WINKLER can withdraw from the contract at any time for important reasons. Important reasons include, in particular and not exclusively, default of payment on the part of the customer, facts that have changed since acceptance of the offer, which make the performance of the contract unreasonable for WINKLER, failure by the customer to cooperate, etc.

17. INSURANCES

17.1. By signing the contract, the customer confirms that he has adequately insured the items rented by WINKLER against fire and natural hazards as well as against damage and theft. In the event of theft, the customer is obliged to file a complaint with the police and have a police report drawn up.

18. SEVERABILITY

18.1. If any of the provisions of these Terms and Conditions are or become invalid, void or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

19. PLACE OF JURISDICTION AND APPLICABLE LAW

19.1. All agreements and other legal relationships between the parties subject to these General Terms and Conditions shall be governed by Swiss law, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods. Convention (CISG) and any other international treaties.

19.2. For all disputes arising out of or in connection with agreements or other legal relationships between the parties subject to these General Terms and Conditions, the competent court at the registered office of WINKLER (Wohlen AG) shall be competent, at the option of WINKLER also the registered office or domicile of the customer.

B) Installations

20.	SCOPE
20.1.	These general terms and conditions apply to all contracts between Winkler Livecom AG with its registered office in Wohlen AG (hereinafter referred to as WINKLER) and its customers for the services described in the offer, unless otherwise expressly agreed in writing or mandatorily prescribed by law.
20.2.	The general terms and conditions of customers are not applicable unless they have been expressly accepted in writing by WINKLER in their entirety or in detail.
21.	SCOPE AND EXECUTION OF SERVICES
21.1.	The subject of the contract is the service agreed on the basis of the written offer.
21.2.	WINKLER provides a comprehensive range of services in the field of planning, design, development, implementation, implementation and maintenance of audio and video systems
21.3.	If, after acceptance of the offer by the customer, the scope of the agreed service is extended at his request, the corresponding additional expenses are to be paid separately by the customer at the agreed hourly rates. The additional expenses will be invoiced by WINKLER after the additional expenses have been completed.
21.4.	WINKLER is entitled to transfer the execution of individual obligations under the contract to third parties. WINKLER is responsible for their proper selection and instruction.
22.	PLACE OF PERFORMANCE/TRANSFER OF RISK/TRANSPORT
22.1.	The place of fulfilment and decisive for the transfer of risk is exclusively the registered office of WINKLER ("Place of Performance").
22.2.	In the case of transport of the goods from the place of performance to the place of use of the customer, the risk is transferred to the transport company or the forwarder when the goods are handed over at the place of performance.
22.3.	The transport service provided by WINKLER is an ancillary obligation. WINKLER can commission a transport company for this purpose. In any case, the transport costs are at the expense of the customer.
23.	DEFAULT OF ACCEPTANCE/FAILURE TO COOPERATE
23.1.	If the customer or a third party commissioned by the customer is in default with the acceptance of the service offered by WINKLER, or if the customer or a third party commissioned by the customer fails to cooperate, WINKLER is entitled to terminate the contract without notice. This does not affect WINKLER's claim for compensation for damages incurred by it as a result of the delay or failure to cooperate of the customer or of a third party commissioned by the customer. In particular, the customer indemnifies WINKLER against claims by third parties.
24.	INDUSTRIAL PROPERTY RIGHTS/RIGHTS OF USE
24.1.	All intellectual property rights, their rights of use and processing ("rights") to the products created by WINKLER (such as in particular and not limited to plans, drawings, samples, models, etc.) are the exclusive and unrestricted property of WINKLER.
24.2.	WINKLER is entitled to freely use the ideas, concepts, methods and techniques used in the performance of the contract, including the acquired know-how, in other ways. The confidentiality of confidential data and documents of the customers is maintained in all cases (see also section 11.).
24.3.	Any violation of the rights will be prosecuted under civil and criminal law.
25.	PRIVACY
25.1.	The customer declares his explicit consent that WINKLER may process and use data of the contractual relationship with the customer. Furthermore, WINKLER may use the fact of the contractual relationship and its specific activity as a reference, for example within offers or at events.
25.2.	WINKLER is entitled to process personal data entrusted to it in the context of the performance of the contract or to have it processed by third parties.
25.3.	All customer data will be handled in accordance with the legal provisions of Swiss data protection legislation.
26.	LIABILITY
26.1.	WINKLER is responsible for the diligent fulfilment of its contractual obligations and is liable for related direct damages caused by it or third parties commissioned by it intentionally or through gross negligence. In all other respects, in particular in the case of slight negligence as well as for indirect damages, consequential damages and loss of profits, the liability This is not the case.
26.2.	In any case, the highest limit of liability is the remuneration paid by the customer for the services provided by WINKLER.
26.3.	The customer indemnifies WINKLER against any claims resulting from the improper or improper use of the items provided by WINKLER.

27. EXTENT OF COST-COVERING BY THE AGREED PRICE

- 27.1. The price covers the services agreed in the contract. All additional or subsequent services or deliveries requested by the customer will be invoiced separately.
- 27.2. The contractually agreed prices remain binding for twelve months from the signing of the contract by WINKLER. At the end of twelve months, WINKLER's services will be invoiced at the current rates.

28. SERVICES TO BE SUPPLIED BY THE CUSTOMER

- 28.1. Masonry work, in particular sharpening and plastering work as well as painting and carpentry work for the creation of openings, recesses, plinths, high-voltage installations and cable retractions, etc. for components of the system as well as special constructions, are to be carried out by the customer at his own expense and under his own responsibility.
- 28.2. Static calculations and expert reports of all kinds are to be organized by the customer at his own expense.
- 28.3. The responsibility for the coordination of the various contractors lies with the customer or the construction management.

If, as a result of services to be provided on site, WINKLER suffers work interruptions and hindrances that they cannot for which it is responsible, it will be invoiced separately for the activities incurred by it as a result.

In particular, this applies to

In the case of new planning of personnel and material planning, as well as warehousing and transport logistics.
For hotel and flight reservations.

In the case of already commissioned creations of content or buildings. In the production of printed matter
For insurance and fees

In case of cancellation costs and non-refundable deposits to third parties

In the case of any further expenditure that can be proven directly in connection with the contract,

29. DELIVERY TIMES AND ASSEMBLY DATES

- 29.1. Delivery times and installation dates are agreed between WINKLER and the customer on a case-by-case basis.
- 29.2. The delivery periods and assembly dates shall be extended appropriately if the customer subsequently expands or changes the scope of work or does not comply with his obligations to cooperate, or does so late or insufficiently
- 29.3. The same applies to missed deadlines by third-party suppliers and the like, which lead to delays in WINKLER's installation work.

30. RETENTION OF TITLE

- 30.1. The delivered system remains the property of WINKLER until full payment has been made by the customer
- 30.2. WINKLER is entitled to have the retention of title entered in the register of retention of title.

31. TRANSFER OF BENEFIT AND RISK

- 32.1. The commissioning includes the functional control of the equipment supplied by WINKLER, the activation of the system including the cleaning of the system dossier as well as the instruction of the users.
- 32.2. As a rule, a protocol is recorded about the commissioning. The protocol records the time at which the commissioning was completed. If no protocol is recorded, the system is valid when it is put into operation by the customer.

33. COMMISSIONING

- 33.1. Prior to acceptance, a joint test is carried out. A protocol is drawn up on the examination and its result, which is signed by both contracting parties. By mutual agreement, partial acceptances are also possible. These are subject to total acceptance.
- 33.2. If the inspection does not reveal any deficiencies, the service will be accepted with the signing of the protocol.
- 33.3. If the audit reveals insignificant deficiencies, the service will nevertheless be accepted when the protocol is signed. WINKLER will remedy the identified defects within the scope of the warranty services. Defects are considered insignificant if the solution can be used in all essential functions.
- 33.4. If there are significant defects, acceptance will be postponed. WINKLER remedies the identified defects and invites the customer to a new inspection and acceptance. A defect is considered significant if it makes the solution unusable in an essential function.
- 33.5. If the customer does not carry out the acceptance test within a reasonable grace period despite a reminder or if he uses the equipment and systems without the consent of WINKLER, the equipment and systems shall be deemed to have been accepted.

34. WARRANTY CONDITIONS

WINKLER provides the following guarantee for all plants and systems installed and supplied by it:

- 34.1. Device warranty according to manufacturer's specifications.
In most cases, the manufacturer's warranty is purely material-related. All services required in connection with the restoration, replacement or repair of the affected equipment will be charged.
- 34.2. Installation and programming warranty: 24 months from acceptance.
The repair of damage caused by force majeure, extraordinary wear or tear, harmful environmental influences, incorrect handling of the system, non-observance of the installation, operating and maintenance instructions or unauthorized interventions are not covered by this warranty.
Wear parts such as lamps, filters, rollers, etc. are also not covered by this warranty.

35 COMPLAINTS TIME LIMITS

- 35.1. Defects must be reported within 10 days of their discovery, otherwise the service provided is deemed approved and any warranty claims can no longer be asserted.
- 35.2. WINKLER assumes no liability whatsoever for defects that are reported after the expiry of the warranty period. The warranty rights expire within one year of acceptance

36 SOFTWARE/PROGRAMMING AND SOFTWARE DEVELOPMENT

- 36.1 WINKLER guarantees that it will carry out programming according to the customer's requirements and that it will correspond to the description in the supplied program documentation
- 36.2 WINKLER cannot guarantee that the product developed will work properly under all possible conditions.
- 36.3 The intellectual property rights to the software made available to the customer, including source code, program descriptions and documentation in written or machine-readable form, remain with WINKLER. Insofar as rights belong to third parties, WINKLER guarantees that it has the necessary use and distribution rights. As a matter of principle, the customer has no claim to the source code (and/or parts thereof) or program descriptions (special agreement).
- 36.4 The Customer acquires the non-transferable and non-exclusive right to use or exploit the Software to the extent agreed in the Contract Deed (Application).
- 33.5 In the event of a hardware failure, the customer is entitled to use the software on the replacement hardware without additional compensation.

37 ORDER CANCELLATION

- 37.1 Unless otherwise agreed in writing, the following cancellation conditions apply
- If the contract is cancelled or unilaterally terminated before the commencement of execution, all advance payments or partial payments already made will be retained as an expense allowance.
At the very least, however, Winkler will charge for the expenses that can be proven in direct connection with the contract. In particular, for
- Costs for planning and conceptual design
Costs for hotel and flight reservations.
Costs for already commissioned creations of content or buildings.
Costs of production of printed matter
Costs for insurance and fees
Costs for cancellation conditions to third parties
Costs for advance payments to third parties

38 PAYMENT CONDITIONS

- 38.1 Unless otherwise agreed in writing, the following payment conditions shall apply
- | | |
|-----|--------------------------------|
| 50% | deposit on order |
| 40% | upon provision of the goods |
| 10% | after commissioning/acceptance |

39 REMUNERATION/LATE PAYMENT

- 39.1 Unless otherwise agreed in writing, the customer will be invoiced for the services provided by WINKLER on the basis of the respective order confirmation.
- 39.2 Unless otherwise agreed, the invoices (incl. VAT) of WINKLER are due and payable immediately upon receipt without deduction. Payments must be made in Swiss francs.
- 39.3 In the event of late payment, the customer shall be liable for default interest of 6% per calendar year.
- 39.4 The offsetting of receivables of the customer against receivables of WINKLER is excluded.