

General Terms of Hire of Data Quest AG

1. Obligations And Liability, Treatment of Hired Devices, Malfunctions

- 1.1. Data Quest undertakes to provide rental devices that are ready for operation and at the agreed time. In case of problems (e.g. device malfunction) Data Quest undertakes to make available a substitute device as quickly as possible.
- 1.2. The hirer ensures that his employees, assistants etc. comply with the instructions of the manufacturer on the use of hire devices.
- 1.3. In case of malfunctions of the device, Data Quest must be informed immediately.
- 1.4. Repairs must be carried out only by Data Quest or companies hired for this purpose by Data Quest.
- 1.5. For the duration of the hire agreement, Data Quest shall repair malfunctions of the hire devices at Data Quest's own expense, provided that the malfunctions are evidently due to hardware deficiencies and have not been caused by external influences or by software and provided that the malfunctions significantly interfere with normal use of the devices.
- 1.6. Data Quest performs repair works at the location of its branch office. On-site support services are generally subject to charges.
- 1.7. Any liability beyond these provisions is excluded. Data Quest notably does not assume liability for consequential damage through loss of data or as a result of services not being provided on time.

2. Delivery And Return of Hire Devices, Insurance and Transport Damage

- 2.1. The risks associated with the hire devices pass to the hirer when they are collected from the head office or one of the branch offices of Data Quest. If the hire devices are delivered by a shipping company hired by Data Quest, the risks associated with the hire devices are passed to the hirer as soon as the shipping company has delivered the devices.
- 2.2. Expendables such as toners, ink cartridges etc. are supplied in a ready-for-use condition. If no agreements to the contrary exist, pro rata charges for them shall apply based on consumption over and above the hire amount. Upon request, new expendables are delivered in their original packaging at a separate and additional charge.
- 2.3. The hirer undertakes to treat all parts of the hire device with care and to return it in the same state it was received, i.e. in operational and complete condition. This notably includes packaging, operating instructions, handbooks, DVDs, CDs, expendables as well as other accessories.
- 2.4. The hirer is responsible for proper, complete as well as break and damage-proof packaging of the hire devices in their original packaging.
- 2.5. Unless expressly stated in the hire contract, the hirer is not allowed not take the hire devices or parts thereof to a place outside Switzerland and use them there.
- 2.6. Provided that no other arrangement is laid down in the hire contract, the devices must be returned no later than 6 pm of the last day of the hire period. The hirer shall bear the risk associated with hire devices during return transport and the costs for timely delivery at the end of the hire period.

3. Property Protection, Storage and Securing of Hire Devices

- 3.1. The entire hire device including all accessories remains the property of Data Quest.
- 3.2. In case of theft, damage, loss or destruction of the hire devices, the hirer shall compensate Data Quest for the recovery costs or the replacement value.
- 3.3. The hirer shall ensure that the hire devices are, for the entire duration of the hire period, protected against access by unauthorized persons by means of suitable anti-theft methods and / or security services.
- 3.4. The hirer must report theft, damage to or destruction of the hire devices to the competent police station and to Data Quest immediately. The damage report must, together with copies of the police reports, be submitted to Data Quest on the same day.
- 3.5. In case of seizure of the goods, insolvency or death of the hirer, Data Quest is entitled to terminate the contract without notice and to demand the hire devices back immediately.

4. Software

4.1. Software which was supplied with the hire devices must be used exclusively in accordance with the provisions of the license contract that applies to the software. The hirer must not copy the hired software nor tamper with it in any other way. The hirer must ensure that no use whatsoever of the software is made that violates the contract for which either he himself, his assistants or third parties are responsible.

4.2. In case of improper use of the software, the hirer undertakes to provide Data Quest at the first request with comprehensive information on how the software was passed on, users involved in the improper use, type of use etc. Moreover, the hirer shall exempt Data Quest from all claims of the licensee at the first request.

5. Hire Costs, Late Payment, Default Interest, Exclusion of Retention

5.1. The agreed hire costs including transport and insurance must be paid in accordance with the provisions of the hire agreement.

5.2. If advance payment was stipulated in the agreement, dispatch / delivery of the hire devices shall occur only once payment has been received.

5.3. If the agreed hire amount is not paid on time, Data Quest reserves the right to withdraw from the contract at any time. In that case, the hirer shall owe the agreed weekly or monthly hire amount until the hire devices have been returned in full. Data Quest reserves the right to claim compensation.

5.4. If the whole hire device or parts thereof are returned late, the hirer shall owe one full weekly hire amount for each week begun.

5.5. The hirer shall pay default interest of 1% per month on late payments.

5.6. Any retention of devices or deducting receivables on the part of the hirer from credit balances or claims in relation to Data Quest arising from this contract are excluded.

6. Final Provisions

6.1. Changes and amendments of the hire agreement as well as any subsequent communications, notices, and other declarations shall only be effective, if they are made in writing.

6.2. If the agreed procedure in relation to individual points can be realized only in part or not at all, the contracting parties shall make a provision which in terms of its economic effects comes as close as possible to that originally intended.

6.3. If the hirer is a company, the signing persons shall confirm with their personal liability that they legally represent that company and that they are authorized to sign on its behalf.

6.4. Swiss law shall apply to all aspects of the legal relations between the contracting parties.

6.5. For both contracting parties, the place of performance and jurisdiction is Dietikon ZH. However, Data Quest is entitled to take legal action against the hirer and / or the company at their place of residence or registration respectively.