

## **Rental TERMS & CONDITIONS D**

### **1 Applicability and contract**

The general business conditions are part of the rental contracts of INTERIMO-furniture GmbH (Schweiz), Zweigniederlassung Erding, registered branch of INTERIMO-furniture GmbH, c/o Coray com, Parkstr. 27, 5400 Baden ("INTERIMO"). The content and volume of the rental 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 INTERIMO**

#### **2.1 Service**

INTERIMO is renting or lending exclusively items that are listed on its webpage.

#### **2.2 Reservation of delivery conditions**

If nothing other is agreed upon, there is no claim on delivery of exactly the furniture exhibited on the webpage, the customer has to accept minor changes of the hired items. Further alternations are reserved to INTERIMO, especially when the colour and the graining of wood, stone or leather is concerned. INTERIMO is obliged to furnish merchandise of medium species and quality. INTERIMO 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. The value of the delivery or its prize are not diminished.

#### **2.3 Mortgage**

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

#### **2.4 Warranty**

INTERIMO delivers items, which are executable and serviceable. Multiple repair by INTERIMO is allowed. The customer is entitled to the termination of the contract or reduction of the monthly rent when INTERIMO does not repair within a reasonable term or the repair fails or INTERIMO refuses to repair or to deliver a substitute or all this is not effectuated within a reasonable time. The guaranty becomes prescriptive within 24 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.

#### **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 INTERIMO is existing. INTERIMO is not liable in case of Acts of God.

#### **2.6 Bank and creditor's association information**

INTERIMO 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, Assurance**

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 customer pays a fee for a damage waiver according to section 3.2. In this case the liability of the customer is restrained to intent and gross negligence. In case of loss, destruction or detriment that cannot be repaired, the customer has to compensate the value of goods, as listed as addendum to the rental contract, with a 50% credit allowed for the rental payments made. In case the furniture can be repaired, the customer has to reimburse to INTERIMO 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 at the above mentioned compensation. 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 INTERIMO. The customer is liable to INTERIMO 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 INTERIMO. INTERIMO may realize the deposit sum.

### **3.2 Limitation of liability**

This option ("damage waiver") may be offered by INTERIMO and releases the customer from the financial liability in case of damage of the rented items, if those are used according to the T&C. Excluded are damages by pets, theft, attempted theft, simple theft, robbery or vandalism and damages caused by intent and gross negligence. If the customer does not pay a fee for the damage waiver, he is liable according to section 3.1 for all damages on the rented items.

### **3.3 Time of delivery**

If INTERIMO cannot comply with the accepted time of delivery, the customer has to allow an usual term of delayed delivery. If INTERIMO cannot deliver till the end of the new term, the customer is allowed to terminate the contract. Interruption of the business that INTERIMO 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 INTERIMO 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 INTERIMO. The customer or an authorized person is charged to be present on the fixed date at the place of delivery or pick-up. If the place of delivery or pick-up is not accessible at the time agreed upon, the customer has to compensate INTERIMO for extra waiting time.

## **4 Prices, billing and payment conditions**

### **4.1 Prices**

Basis for the conclusion of the contract are the prices published on the online catalog of INTERIMO. The prices are monthly rental rates for the related item or group of items for a lease of a 3 month minimum term.

### **4.2 Initial Charges**

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

- Security deposit to the amount of three monthly rents (refundable)
- Delivery/installation charges (as listed on the webpage)
- One month's monthly payment in advance

**The furniture will not be delivered, if the initial charges did not arrive at INTERIMO before the delivery date.** 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 fulfillment 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 plus monthly damage waiver fee (if damage waiver fee is selected by the customer) plus extra charge (for short-term lease). Bills are due within 10 days net without any deduction, except another regulation is agreed upon between INTERIMO and the customer in written form. If the payment is not made within 40 days even after reminding, a monition will be sent. A second and last monition is sent after further 20 days. For each monition a fee of CHF 15.- (€ 10.-) is charged. In case of prosecution an administration fee of CHF 300.- (€ 200.-) is charged. These administration fees and fees for reminders are agreed upon in any case. Further demands of INTERIMO in respect to additional costs in case of prosecution remain untouched.

### **4.4 Purchase option**

If the customer is leasing furniture for at least three months and if he is not in default of any of the terms of the lease agreement, the customer has an option to purchase the leased property at any time during the lease term by giving written notice to INTERIMO. The lump sum purchase price will be the value of goods, as listed as addendum to the rental contract, with a 50% credit allowed for the rental payments made.

## **5 Length and termination of contract**

### **5.1 Contract with fixed length**

The rental contract can be effective for a any fixed term. For short-term lease under 3 months an additional fee is charged. The exact date of return must be announced to INTERIMO at least 14 days in advance in written form. If the return date is not announced in time, the contract prolongs automatically by one month.

## 5.2 Contract with unlimited length

The rental contract can be effective for unlimited time, however, the rent for 3 months is charged in minimum. Termination of contract with 3 months notice. The exact date of return must be announced to INTERIMO at least 14 days in advance in written form. If the return date is not announced in time, the contract prolongs automatically by one month.

## 5.3 Termination of contract

INTERIMO must not deliver when the producer has stopped producing definitely the ordered merchandise or in case of force major, but only when this circumstances have occurred after contracting and INTERIMO is not responsible for the not-delivery and moreover is proving that the procurement of similar merchandise was not possible. INTERIMO is obliged to inform the customer immediately as to the before mentioned circumstances. INTERIMO is allowed to back off the contract, if the customer has made wrong information's as to his credit-worthiness or 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, INTERIMO can file a damage of 50 % of the monthly rent (incl. surcharge) or event rent. Within less than 10 days INTERIMO files a damage of 100% of the monthly rent (incl. surcharge) or event rent.

## 5.4 Return of furniture

The exact date of return must be announced to INTERIMO at least 14 days in advance in written form. The customer is obliged to inform INTERIMO – at the latest when the items are returned – of a damage or complete loss of rented items.

When items are lost, destroyed or cannot be fixed INTERIMO can ask for full compensation of the sales price, which is equal to the monthly rental rate times 30, reduced by the rental fees payed by the customer within up to 24 months. This does not affect further liability of the contract.

**When china, glasses, cutlery or other kitchenware is rented, this has to be cleaned and dried upon return. If this is not the case, INTERIMO is entitled to charge 2 monthly rents of the related kitchenware as fee for the cleaning.**

In case the customer is not returning the rented items, when the lease term is expiring or does not offer the pick up by INTERIMO, the customer has to pay compensation for each week at the amount of 25% of the monthly rent until the furniture is returned. When INTERIMO 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 did not return the furniture within this term, INTERIMO can instead of return of the merchandise ask for full compensation of the value of goods, as listed as addendum to the rental contract, with a 50% credit allowed for the rental payments made..

In case of return of the merchandise after the premature termination of a rent contract with fixed length, INTERIMO 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.

If the customer is due two monthly rents for more than 10 days, he has to give INTERIMO access to his property or apartment in order to take back the rented items. This will also result in forfeiture of the security deposit. Further demands of INTERIMO in respect to damages on the rented items remain untouched.

## 5.5 Termination of contract by purchase

If the customer chooses the purchase option, the lease contract ends with the payment of the lump purchase price.

# 6 FINAL REGULATIONS

## 6.1 Applicable law

INTERIMO claims to change the T&C at any time without telling any reason. For each contract, however, are those T&C relevant, which are valid when the contract is signed. In the case that the customer uses own T&C, which differ from these T&C, only the T&C of INTERIMO a valid.

In case of legal dispute, exclusively the laws of Switzerland are applied, excluding UN purchasing law.

## 6.2 Partial inefficacy

In case of legal inefficacy of single clauses, the validity of the other clauses remains unaffected.

## 6.3 Place of fulfillment and place of court

Place of fulfilment is the domicile of INTERIMO in Erding, Germany. If the customer is a qualified merchant, a legal person under public law or a special fund under public law, the place of court for all legal disputes in regard to the contract is at the domicile of INTERIMO in in Erding, Germany.

Erding, 19.6.2007

Read and accepted

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place and date

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signature customer