
StarSign Aebi Ltd liab. Co General Terms and Conditions of Rental

1. Subject of the contract

The lessor shall surrender to the lessee the rental property for use during the term of the contract. The lessee must pay a rental sum to the lessor for this surrender for use and return the rental property to the lessor upon expiry of the contract.

2. Ownership

The rental property is the property of the lessor. The lessee shall be obliged to report to the lessor any seizure of, retention of or distraint upon the rental property or the institution of bankruptcy proceedings immediately by registered letter and notify the authorised debt enforcement and bankruptcy authority (*Betreibungs- und Konkursamt*) of the lessor's ownership of the rental property. The lessee shall bear all costs arising for the lessor from failing to take such steps.

3. Rental amount

In the case of postal delivery, the rental amount shall be due for payment before the transfer of the rental property. In the case of delivery or collection, the rental amount shall be due for payment with the transfer of the rental property. The rental amount shall apply to all rental property that is either in use, on the premises of StarSign or undergoing technical maintenance on the premises of StarSign and shall be payable at regular intervals, 1 month in advance. Rental amounts shall not be charged for lost periods of use due to agreed work on rental property under the guarantee.

4. Transfer of rental property

The lessee shall take possession of the rental property from the lessor. The lessee must check the rental property carefully and report any defects immediately to the lessor. After taking possession of the rental property, any defects shall not release the lessee from the payment of the rental charges in accordance with the contract. The lessor accepts no liability towards the lessee for late delivery of the rental property.

5. Bearing of risk

At the time of transfer of possession from the lessor to the lessee, the risk for the contractual property shall pass to the latter. The lessee shall bear the risk for accidental damage, damage caused by *force majeure* and for the loss of the rental property.

7. Charges

The lessee must pay all fees, penalties, taxes and other amounts charged to him. If he does not meet his obligations in this respect, the lessor shall have the right to meet these in his place and to charge these amounts to the lessee with the addition of the usual market interest.

8. Maintenance

The lessee shall be obliged to handle and use the rental property with care. The costs of consumables are to be borne by the lessee and are to be maintained and taken care of in accordance with the regulations of the company StarSign.

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9. Repairs

Any repairs are to be carried out exclusively by the lessor. Any costs for consumables resulting therefrom are to be borne by the lessee where these are not covered by contractual services (or by third parties in favour of the lessor).

10. Accidents, theft and other loss/damage

Any loss or damage to the rental property is to be reported immediately to the lessor. The loss of the rental property (theft, etc.) is to be reported to the lessor without delay. The lessee shall be liable to the lessor for all loss or damage that is not covered by third parties (excess, compensation claims, depreciation, etc.). The lessee cannot make any claims against the lessor that exceed any insurance benefits. The lessee hereby cedes all claims against insurers of third parties to the lessor where these insurers have to cover loss or damage to the rental property. In the event of a total loss, the contract shall be deemed nullified once the lessor has received the written assurance of compensation from the insurance company. The lessor shall draw up a final statement of account for the lessee, with the deduction from the balance of any net payment made by the insurance company. Any difference in favour of the lessor shall be due for payment immediately. In all cases, the lessee shall be liable to the lessor for the recovery of all claims against insurance companies and third parties.

11. Return of the rental property

The lessee shall be obliged to return the rental property on the day after the last day of the fixed term of the contract and to return it to either the lessor at the lessor's offices in Obergerlafingen, to the workshop in Subingen or to post it at a post office in Switzerland (the postmark shall apply). The costs of transportation are to be borne by the lessee. There shall be no right of retention of the rental property in relation to the rental property for any claims of the lessee against the lessor. On return of the rental property, this shall be checked for visible and mechanical defects and the lessee shall be informed of any defects. The lessee shall be liable to the lessor for all costs of required maintenance and repair where, in the estimation of StarSign, the defects identified are not due to normal wear and tear. If the lessee does not return the rental property on time (by delivery to the stated premises or by post), then the lessor shall be entitled to have the rental property collected from the lessee at the lessee's expense and to do so without the requirement of a court order or the filing of a claim.

12. Transfer of rights

The lessor shall be entitled to transfer the rights and obligations arising from this contract to a third party. The lessee can assign rights from this contract to another party only with the written consent of the lessor.

13. Additional agreements

Additional verbal agreements and assurances shall have no validity. To have validity, provisos, supplements, amendments and additional conditions must be approved by the lessor in writing.