

General Terms and Conditions (GTC), as of 27.02.2025

I. General Terms of Use

II. Supplementary terms of use for Rental

I. General Terms of Use

1. General, scope

These terms and conditions regulate the legal relationships between INDUPRO AG (hereinafter INDUPRO) and its customer (means the person or entity identified as such in the order confirmation / rental contract or any representative, agent, officer or employee of the customer) from the sale, rental, assembly or dismantling of scaffolding, aerial work platforms, work aids, safety products, ladders and platforms and corresponding accessories, as well as all others Products and services offered by INDUPRO. They represent a framework contract for all contracts and are binding until they are revoked.

2. Offer and conclusion of contract

- 2.1 The offers and services of INDUPRO are based exclusively on these terms and conditions. When the goods or services are ordered, these are deemed accepted.
- 2.2 By ordering the goods or services contained in the shopping cart, the customer submits a binding application to conclude a contract. The order is confirmed by an automatically generated email. After INDUPRO has examined the order, the customer will be sent an order confirmation (for rental: rental contract) by email. A valid contract is only concluded with this order confirmation (for rental: rental contract).
- 2.3 Even if goods or services are ordered by phone or email, the customer submits a binding application for the conclusion of a contract. In both cases, an order confirmation (for rental: rental contract) is sent to the customer by email. A valid contract is only concluded with this order confirmation or rental contract.
- 2.4 Oral assurances by INDUPRO are only valid if they have been confirmed by them in writing.
- 2.5 INDUPRO reserves the right, at its discretion, to conclude contracts with subcontractors for each individual part of the contract, should it so wish, provided that the quality of the product meets INDUPRO's requirements.
- 2.6 INDUPRO is only bound by conflicting provisions or terms and conditions of the customer if they agree with its own or if these have been expressly confirmed in writing by INDUPRO. Deviating conditions of the customer, which INDUPRO does not expressly recognize in writing, are not binding for them.
- 2.7 As soon as the contract between INDUPRO and the customer has been concluded, the customer can no longer revoke an order without the written consent of INDUPRO.
- 2.8 INDUPRO shall be released from its contractual obligations, irrespective of the statutory claims, if the customer is in default with payments despite a reminder and a reasonable deadline, commits a breach of contractual obligations, convenes a creditors' meeting or submits, voluntarily or at the request, to the appointment of an administrator or liquidator .

3. Technical documents

- 3.1 Information in brochures, catalogs or technical documents, etc. are not binding.
- 3.2 Technical changes or modified models or versions remain reserved. Deviations from information contained in brochures or sales documents or from previous deliveries are not relevant if the intended use of the goods is not significantly restricted.

4. Payment terms

- 4.1 All prices are given in Swiss francs excluding VAT. When the order is placed, the statutory VAT is calculated and is included in the gross order amount. Any shipping costs will be charged separately.
- 4.2 The price at the time of the order is decisive for invoicing. The prices listed in the INDUPRO documents correspond to the price lists valid when these documents were issued. INDUPRO expressly reserves the right to change prices at any time as a result of changes in market conditions, inflation or rate adjustments without prior notice.
- 4.3 Price changes cannot be made if the goods are delivered on the agreed date, if the delivery is delayed by mutual agreement between INDUPRO and the customer, or if the delivery is delayed due to circumstances for which IN-DUPRO is not responsible unless INDUPRO's declaration of acceptance provides otherwise.
- 4.4 Unless the payment conditions of the order confirmation provide otherwise, the invoices are to be paid no later than 30 days after the invoice date, without any deductions.
- 4.5 INDUPRO reserves the right to carry out orders from new or existing customers by arrangement against cash on delivery or payment in advance.
- 4.6 For goods that have to be modified according to the wishes of the customer or that are mass-produced but not regularly produced, the customer makes an advance payment to INDUPRO, the amount of which is determined by mutual agreement. The advance payment is due at the time the order is accepted by INDUPRO and before the production of the custom-made products begins.
- 4.7 The lack of insignificant parts from the order or the assertion of guarantee claims against INDUPRO do not entitle the customer to postpone payments.
- 4.8 If the customer defaults on acceptance, the entire or the remaining purchase price is due for payment immediately. Any downtime of the transport company is at the expense of the customer.

- 4.9 If the down payment or the securities to be provided upon conclusion of the contract are not made in accordance with the contract, INDUPRO is entitled to adhere to the contract or to withdraw from the contract and to demand compensation in both cases.

5. Delivery, shipping costs

- 5.1 Dispatch and transport are carried out for the account and at the risk of the customer (the currently valid shipping costs can be found at the link www.indupro.ch/en/delivery). In cases in which more rigid packaging is required to ensure the safe arrival of the goods in perfect condition at the address of the customer, this type of packaging will be taken over by the company at an additional cost. Upon request, INDUPRO will arrange suitable transport at the expense and risk of the customer.
- 5.2 Insurance against damage of any kind is the responsibility of the customer. INDUPRO will only take out insurance for goods that have left the factory premises at the express request of the customer.
- 5.3 The delivery times stated on the respective product page are guide values, the exact delivery times will be communicated with the order confirmation. INDUPRO is not subject to any contractual penalties due to a delivery delay. In the event of a delay in delivery, the customer has no right to withhold payment in whole or in part, to assert claims for damages or to withdraw from the contract.
- 5.4 If INDUPRO is directly or indirectly prevented or is in default from delivering the goods or a part thereof on the agreed date or to fulfill the contract or part of the contract due to force majeure, import and transport difficulties, government intervention, Delay by third-party suppliers and other reasons for which INDUPRO is not responsible does not result in any liability towards the customer. For its part, the customer agrees to a delay in delivery for a period that corresponds at least to the period during which the fulfillment of the contract was delayed due to the occurrence of one or more of the above-mentioned events.
- 5.5 If deliveries and services are impossible in the foreseeable future due to the occurrence of one or more of the above-mentioned events for which INDUPRO is not responsible, INDUPRO is also entitled to withdraw from the contract without any consequences for damages by notifying the customer.
- 5.6 If the customer has been informed that the ordered goods are ready for dispatch or collection, he is obliged to collect or organise delivery of the goods within 5 working days of notification. After this period has expired, the purchaser is in default of acceptance and is obliged to compensate INDUPRO for the damage incurred as a result. In this case, INDUPRO is entitled to store the delivery at the expense and risk of the customer, to store it with a reasonable storage fee or to withdraw from the contract with compensation for the damage suffered by INDUPRO by the customer. In particular, there is a delay in acceptance if the customer unjustifiably refuses to accept the delivery due to delays in delivery. Even if INDUPRO stores the goods or stores them on its own, it is entitled at any time to withdraw from the contract and claim compensation for the damage incurred without further warning or setting a grace period.

6. Transfer of risk

The risk is transferred to the purchaser at the latest when the goods are handed over to the carrier, forwarding agent or other third party appointed to carry out the shipment. If the customer collects it himself, it is transferred to the customer when it is handed over. This also applies if partial deliveries are made.

7. Retention of title in sales contract

- 7.1 INDUPRO remains the owner of the purchased item until the purchase price including interest and any other costs have been paid in full. The purchaser is obliged to notify any landlord in whose premises he is storing the purchased item of the retention of title in writing before it is placed.
- 7.2 The customer authorizes INDUPRO to have the retention of title entered at the competent registry office.
- 7.3 Until the purchase price, including all interest and costs, has been paid in full, the customer may not sell, pledge, lend or rent the purchased item. The customer further undertakes not to remove the purchased item from the Swiss territory without the express written consent of INDUPRO. In the event of any seizure, retention or arrest, the customer must point out the retention of title and, moreover, immediately notify INDUPRO in writing, if possible before the corresponding measure.
- 7.4 The customer is obliged to take part in measures that are necessary to protect INDUPRO's property at his own expense.
- 7.5 The customer is obliged to insure the purchased item for the duration of the retention of title at his own expense and in favor of INDUPRO against all possible risks. Upon request, the purchaser must submit appropriate proof of insurance. If the customer does not comply with this request, INDUPRO is entitled to take out insurance in its favor and at the customer's expense.
- 7.6 In the case of the resale of the goods by the customer, the terms and conditions between the original customer and his customer do not affect the terms and conditions of the sales contract between the customer and INDUPRO. In addition, the customer is obliged to inform everyone involved in a resale of INDUPRO's terms and conditions.

8. Notice of defects

- 8.1 The customer must check the goods and assembly work for missing items and workmanship immediately upon receipt.
- 8.2 INDUPRO must be informed of obvious defects in the goods within 8 days of receipt of the delivery. If the deadline is missed, warranty rights due to obvious defects are excluded. Defects that cannot be discovered within 8 days despite careful examination must be reported to INDUPRO immediately after discovery.

9. Warranty

- 9.1 In the case of new products, INDUPRO provides the purchaser with a timely inspection and notification in accordance with Section 8.2, a material guarantee for 2 years from the date of delivery. There is only liability for special properties of products if this has been assured in writing by INDUPRO. Production or material-related deviations give no claim to a material warranty. Incidentally, the warranty expires if the customer has made changes or repairs without the written consent of INDUPRO, if the installation was carried out in a manner not approved by the manufacturer, or if damage or faults occur due to incorrect operation, use of force or natural causes. Wear can be traced back. INDUPRO is not liable for subsequent claims.
- 9.2 The warranty is limited to the choice of INDUPRO to repair or replacement of the defective material parts. Further warranty claims by the customer, in particular those for rescission, reduction in price or compensation, are excluded. Any further guarantees from the manufacturer remain unaffected.

- 9.3 The terms of the guarantee can only be modified or supplemented by mutual written agreement prior to delivery of the goods.
- 9.4 Unless expressly assured by INDUPRO, any material warranty is excluded for used items or second-hand material. There is no material warranty for built-in parts from third-party providers or if built-in parts from third-party providers cause a defect or damage or impair functionality.
- 9.5 As a result of repair work or replacement deliveries, the deadline according to Item 9.1 is not extended or renewed. The warranty period of the original delivery applies to the repaired or replaced parts.
- 9.6 INDUPRO is entitled to refuse to remedy defects as long as the customer has not fully met his obligations to it.
- 9.7 Repairs to scaffolding components may only be carried out by INDUPRO, otherwise any warranty claims will expire.

10. Data protection

The processing of personal data that the customer discloses in connection with the use of the INDUPRO online service is subject to data protection legislation. See also the separate data protection declaration at www.indupro.ch/en/datenschutz-en

11. Place of jurisdiction and applicable law

Only Swiss law is applicable. The place of performance is exclusively at the headquarters of INDUPRO. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship on which these GTC is based is the respective place of business of INDUPRO.

12. Miscellaneous

INDUPRO reserves the right to adapt these terms and conditions at any time.

13. Severability Clause

Should one or more clauses of these terms and conditions be ineffective, this does not result in the ineffectiveness of the entire contract. The ineffective regulation will be replaced by the relevant legal regulation.

II. Supplementary terms of use for Rental

1. Safety regulations

The customer is obliged,

- 1.1 to report the use of the rented material to the building police responsible for the place of use prior to commissioning on public property in accordance with local regulations.
- 1.2 to ensure that each user familiarizes himself with the operating instructions or the assembly instructions and the safety regulations before using the rental material.
- 1.3 to take all necessary measures so that the rental material is not damaged and cannot cause personal injury or property damage itself.
- 1.4 to notify INDUPRO immediately in the event of a change in the location or location. For motorized scaffolding at the new location, commissioning may only take place once INDUPRO has checked that the material has been correctly assembled. The customer is liable for additional costs of any kind resulting from failure to provide this notification.
- 1.5 to obtain the express approval of INDUPRO in the event of subletting or transfer of the rental material to third parties. The customer is obliged to forward the relevant information (assembly instructions, safety instructions, etc.) to all users.
- 1.6 Before putting the device into operation, the purchaser ensures that he has taken all precautionary measures for the safe use of the device. In particular, he has to guarantee that the ground conditions at the respective place of use enable safe use of the rental property and that no persons or property are endangered by an appropriate barrier. The customer undertakes to only carry out permitted or (where provided) approved activities. He obtains any necessary permits and complies with all legal rules and regulations. Any damage and / or penalties resulting from non-compliance with the above regulation must be borne in full by the customer.
- 1.7 Failure to comply with these regulations releases INDUPRO from any kind of liability for consequences resulting therefrom.

2. General conditions

The following conditions apply to all rights and obligations of the parties from the rental contract.

- 2.1 The rented material, including the accessories, remains the unrestricted and inalienable property of INDUPRO for the entire rental period. The customer may not make any technical changes to the devices. The rental property may not be taken abroad without the written consent of INDUPRO.
- 2.2 The rental period and the transfer of risk begin with the delivery or acceptance of the rental object at the agreed location and end, according to the rental contract, with the mutual signing of the documents and the return of the device and its accessories at the specified location.

If the customer wishes to extend the agreed rental period, he is obliged to contact INDUPRO at least 24 hours in advance in order to request one. The legally valid and binding extension of the rental period takes place solely through a confirmation from INDUPRO. There is no entitlement to an extension. INDUPRO reserves the right to provide a replacement device if necessary.

A reduction in the rental period must be reported to INDUPRO up to 24 hours prior to the return. INDUPRO reserves the right to adhere to the agreed rental period or to change the terms and conditions if the period is shortened.

If the customer fails to observe the modalities to extend or shorten the rental period, any claims by third parties and those of INDUPRO shall be borne by the customer.

In principle, no interruptions in rent are accepted, not even the risk of weather influences. As an exception, INDUPRO can accept interruptions in the rental period, registered and justified 24 hours in advance.

INDUPRO does not accept subsequent rental interruption reports. INDUPRO reserves the right to withdraw the material from the place of use against the usual transport tariff and to bring it there again if required.

- 2.3 The delivery and collection takes place at an easily accessible place. Special requirements for bringing in and out are billed separately and are not included in the regular transport costs.
- 2.4 The rental price is based on INDUPRO's current rental tariff. Weekly rental prices for mobile scaffolding and suspended platform lifts: The rental fee is for 7 calendar days including the day of delivery. Daily rental prices for work platforms and material lifts: 1 working week = 5 days, including delivery and return days. The rental price is owed for the entire rental period even if the normal operating hours are not fully used.
- INDUPRO reserves the right to demand the rental price in advance or to request a deposit. Offsetting of claims of the customer to INDUPRO is excluded.
- If the customer is in default of payment, INDUPRO can withdraw from the contract with immediate effect and INDUPRO can pick up the rental property without the customer being allowed to raise an objection. The costs incurred are fully borne by the customer.
- 2.5 INDUPRO must be informed without delay and without being asked in any case of damage. Notification of damage, police reports and other formalities must be submitted to INDUPRO immediately.
- 2.6 Interim bills during the rental period are made every 4 weeks. Unless otherwise agreed, the interim invoices are payable within 30 days net. In the event of default in payment, INDUPRO reserves the right to withdraw from the rental contract and to request the return of the rental material.
- 2.7 The management costs resulting from the rental relationship (delivery, assembly, instruction, reassignment, dismantling, return etc.) will be invoiced according to the applicable management costs tariff or, depending on the agreement, in addition to the rental fee.
- 2.8 If possible, the customer must notify INDUPRO 24 hours before the end of the rental period. If this is not done, the purchaser is not entitled to meet a requested date for the return of the material.
- 2.9 The customer is liable for any loss and / or damage to the rental object from the time the risk passes until the rental object arrives at INDUPRO when it is returned. The rental equipment must be returned in perfect condition. Extraordinary effort for cleaning heavily soiled material will be billed. Repairable parts will be repaired at the expense of the customer. Missing material and unrepairable material will be invoiced at the list price.
- 2.10 In the case of subletting and transferring the rental material to third parties, Section "1. Safety regulations" must be observed first. The first orderer remains fully liable for all costs resulting from the rental relationship.
- 2.11 The delivery of the rental material to the purchaser can usually only take place when INDUPRO is in possession of the legally signed rental agreement.
- 2.12 INDUPRO's liability for damage to the customer or a third party caused to the customer by rental material that is directly or indirectly not available (e.g. failure or failure of the rental object) is excluded. In particular, lost profit, loss of orders or damage to the image of the customer or a third party shall be borne in full by the customer.
- 2.13 The customer obtains the necessary permits for the use of public and private land and for setting up the rental material on such land. This also applies to work on Sundays and public holidays as well as during the night. The resulting costs are borne by the customer. INDUPRO is not liable for damage caused by journeys and / or work that is not officially approved.
- 2.14 During operations such as painting, welding, cleaning with acids or similar work, the device must be adequately covered and protected. Use in rooms with special requirements (e.g. clean rooms, extreme temperature rooms, damp rooms etc.) is only permitted after consultation with INDUPRO. Sand-blasting or other particularly damaging work and operations are not permitted. In the event of non-compliance, cleaning, repair and maintenance work will be invoiced to the customer.
- 2.15 By signing the delivery note and ticking the relevant note on the brief instructions, the customer confirms that he has received all the necessary instructions.

3. Technical information

- 3.1 In the event of breakdowns caused by self-negligence, improper use of materials or operating errors by the customer, the costs for spare parts, repairs and displacement shall be borne by the customer. The rent is not interrupted by this and there is no entitlement to reimbursement of downtime on the part of the customer. In the event of breakdowns which can be traced back to wear and tear of the material, INDUPRO bears all costs for the repair. In this case, the customer is entitled to compensation for the rental interruption, but not to follow-up costs as a result of the interruption in work.
- 3.2 The customer may only carry out repairs himself or have them carried out by third parties with the written consent of INDUPRO, otherwise he has to bear the costs and responsibility himself. He is also liable for all direct and indirect damage resulting from improper repairs.
- 3.3 suspended platform lifts: Before the start of assembly, the customer must have a 400V CEE 16 A socket available at the place of use.

4. Additional provisions for aerial work platforms

4.1 Insurance

Machine insurance: The risk of unforeseen and sudden damage or destruction of the rental property as a result of design, material or manufacturing defects, overload, failure of measuring, control or safety devices, as a result of violent external influences, in particular collisions, impacts, Overturning or falling, sinking, through accidental external impacts of goods, through wind and storm as well as damage and losses through fire, smoke, lightning, explosion, natural events or complete theft is borne by INDUPRO for the entire rental period.

The customer pays a flat fee per contract and device. The customer accepts the contractually agreed deductible.

The insurance does not cover damage that can be traced back to negligent causation or negligence in which the device was not used in accordance with the instructions and intended purpose given by INDUPRO (including improper support or incorrect operating materials), as well as glass damage to the cabin, lights etc. and tire damage. Such damage is at the expense of the customer, who has to face recourse in the event of negligent damage or negligence.

Motor vehicle liability insurance: Liability insurance covers personal injury and property damage within the framework of the statutory provisions. The customer assumes the contractually agreed deductible per claim. INDUPRO is not liable for any damage beyond this coverage. The customer has to take over the above-mentioned coverage amount as well as the deductible.

Liability insurance (outside of motor vehicle liability insurance): The customer is obliged to take out insurance against damage that third parties may suffer through the use of the rental property, with the exception of damage that is subject to road traffic legislation.

- 4.2 Unless otherwise agreed, the operating staff is to be provided by the customer. The customer undertakes to only use operating personnel instructed by INDUPRO and to carefully study and adhere to the operating instructions in advance. The VSAA recommends only using trained operating personnel according to technical recommendation FE 310.15d. A valid driver's license according to Swiss law is required to drive the motor vehicle. This must be presented without being asked when the device is handed over.

When driving on publicly accessible land with devices without enrollment, the customer is responsible for obtaining any permit from the relevant cantonal authorities and for blocking public roads / squares. Under certain circumstances, the security with police or support staff must be ensured. The customer is solely responsible for the necessary security and the corresponding insurance protection. Any third-party damage (property damage and personal damage) must be borne in full by the customer.

- 4.3 The rental price is based on the current rental tariff of INDUPRO and applies to the agreed period of one-shift operation of a maximum of 9 hours per day, excluding Saturday and Sunday. In the case of multi-shift operation, a surcharge has to be paid to the agreed rental price. Weekend and holiday assignments will be charged additionally and must be reported to INDUPRO in advance.
- 4.4 All fuel and operating materials required and the battery water are borne by the customer and must be checked daily.

Dietlikon, 27.02.2025