

a. General

1. Contract basis

The following Terms and conditions apply to all contracts and services rendered by Daniel Glauser - HRDavos - EasyDavos and its customers. These General terms and conditions constitute material part of each agreement unless expressly agreed otherwise in writing.

For certain goods and services (especially in the category "Digital Communication"), may be Daniel Glauser - HRDavos - EasyDavos required to abide by the specific valid conditions of the supplier which apply to subcomponents of the goods / rental objects (eg leases, material or software license agreements) in connection with transferring the goods. These special conditions are stated in the Offer and together with these Terms and conditions, become an integral part of the contract. Offer made by Daniel Glauser - HR Davos - EasyDavos is valid for a limited time. The period specified in the offer starts on the date of offer submission. In event of contradiction between the offer made by Daniel Glauser - HR Davos – EasyDavos and GTC, the offer precedes. Changes and additions to these general terms and conditions must be made in writing.

2. Third party rights

The costumers or suppliers of Daniel Glauser - HRDavos - EasyDavos represent and warrant that they have all rights necessary for the fulfillment of this contract (copyrights, trademarks, design rights, etc.) in the material supplied by them to Daniel Glauser - HRDavos - EasyDavos and therefore they do not cause any damage or hurt to third parties. Daniel Glauser - HRDavos - EasyDavos is entitled to list every contract as a reference in its advertising materials (print and online), mentioning the contract party and usage of the corresponding material. Daniel Glauser - HRDavos may, at the request of these suppliers, authorise suppliers of work parts called in by it for the fulfilment of the order to identify the order itself as a reference project. It is at the discretion of Daniel Glauser - HRDavos - EasyDavos to grant or not to grant an authorization. Customer or supplier shall indemnify, defend and hold harmless Daniel Glauser - HRDavos - EasyDavos from and against any and all claims brought by a third parties, arising out of (a) any actual or alleged death or injury to any person or damage to any tangible property resulting or claimed to result wholly from (i) any actual or alleged defect in the Product, or (ii) any statement or misstatement contained in the documentation and marketing materials provided by Supplier; or (b) arising out of any breach of this Agreement by Supplier.

3. Settlement

The customer or supplier of Daniel Glauser - HRDavos - EasyDavos refrains from settling claims Daniel Glauser - HRDavos - EasyDavos with its own claims.

4. Jurisdiction and applicable law

A contract shall be governed by and interpreted in accordance with the laws of Swiss Confederation, including Vienna Sales Convention. Any dispute shall be referred to a competent court with territorial and subject-matter jurisdiction, according to the seat of Daniel Glauser – HRDavos. Daniel Glauser - HRDavos - EasyDavos may also prosecute the costumer or supplier at any other competent court.

b. Daniel Glauser - HRDavos - EasyDavos as a supplier

1. Service

Daniel Glauser - HRDavos - EasyDavos is entitled to involve third parties in order to fulfill the contract.

2. Obligation of the offer / order conformation

Changes to the scope of services after issuing an order conformation are only possible after consultation with Daniel Glauser – HRDavos. The costumers bears all costs incurred in accordance with additional offer. In the event of cancellation of an order by customer after issuing an order conformation, customer shall pay Daniel Glauser - HRDavos - EasyDavos the entire order amount, including but not limited to, all commitment to its suppliers, labor and manufacturing expenses of the product. Daniel Glauser - HRDavos - EasyDavos is free to use the ordered goods or the rental property for other purposes. In this case Daniel Glauser - HRDavos - EasyDavos will only charge the customer the difference between the amount owed by him and the amount paid by the new costumers.

3. Customer`s duty to cooperate

The customer must timely and duly comply with its duties to cooperate (eg creation of the agreed installation environment, provision of equipment, data delivery, provision of plans, etc.), in accordance with specifications of the offer. The customer is responsible for collection of any authorizations necessary for the use of ordered goods or rental objects and shall bear any and all additional costs. The customer shall pay for any additional costs or damage caused by the customer`s failure to comply with its duties of cooperation. Daniel Glauser - HRDavos - EasyDavos shall be entitled to terminate the agreement without notice in those cases where the customer has committed a significant or repeated breach of its duties to cooperate.

4. Transfer of benefits and risks

The benefits and risks associated with the products concerned shall pass to the customer upon delivery to the customer or the third party, designated by the customer to receive the goods.

5. Reservation of ownership

Daniel Glauser - HRDavos - EasyDavos reserves the ownership of any and all goods it has delivered until they have been paid for in full. The customer authorizes Daniel Glauser - HRDavos - EasyDavos to register their property in official register at any time.

6. Rental property

The customer may use the rental product for its own purposes only. Products are not intended for use in connection with any other activity than those specified in contract and customer warrants that it shall not use or permit others to use products for other purposes without the advance written consent of Daniel Glauser – HRDavos. The customer cannot sublet the accommodation to a third party nor have the accommodation be occupied by a third party. The customer is held fully liable for the damage incurred during the rental period caused by the customer or the third party. The customer has to properly insure the leased property during the rental period. Furthermore the customer bears any and all additional costs that may occur due to improper or inadequate use or maintenance by the customer, carried out by Daniel Glauser - HRDavos - EasyDavos or third parties appointed by him. Repair and maintenance on the leased property can only be carried out by Daniel Glauser - HRDavos - EasyDavos or third party directly commissioned by it (may be subject to change in the offer). If the customer does not return rental object at the expiration of rental period and does so without the consent of Daniel Glauser - HRDavos - EasyDavos and in the contravention of the rental agreement it bears any and all additional costs.

7. Pricing and terms of payment

All the prices stated in the offer made by Daniel Glauser - HRDavos - EasyDavos are fixed and irrevocable. The following terms of payment apply (Daniel Glauser - HRDavos - EasyDavos reserves the right to change prices at any time, without notice):

- 100% upon confirmation of an order
- Additional costs that arise after confirmation of an order shall be paid upon order placement, production or delivery of the goods / rental object. In case of delayed payment, Daniel Glauser - HRDavos - EasyDavos is entitled to claim late payment interest at the rate of 9% of the due amount for each commenced day of default from the invoice issue date, without further notice. Daniel Glauser - HRDavos - EasyDavos is not required to commence or continue its performance unless and until all the required payment is received. For each day of delay in receiving payment Daniel Glauser - HRDavos - EasyDavos shall be entitled to a matching extension of the delivery schedule. Prices stated by Daniel Glauser - HRDavos - EasyDavos are valid only for agreed upon quantities and qualities and delivery time. In case of cancellation / change of already placed order corresponding additional costs will be charged.

8. Taxes

Customer shall be responsible for all taxes, duties, fees or other charges of any nature in relation to the contract other than Daniel Glauser – HRDavos`s taxes, duties or charges expressly accepted by written by Daniel Glauser - HRDavos - EasyDavos

9. Delivery time

Delivery times or delivery dates are noted on the offers of Daniel Glauser – HRDavos. The delivery period stated starts the day after Daniel Glauser - HRDavos - EasyDavos has received the acceptance. Delivery times shall be a guide only and not binding for Daniel Glauser – HRDavos. If delays which could not be prevented, avoided or removed by Daniel Glauser – HRDavos, despite its exercise of due diligence, occur, delivery dates will be postponed accordingly (bad weather, force majeure, delay in providing services by third parties etc.). In case customer makes changes to the order after issuing the order confirmation or non-fulfillment of its contractual duty to cooperate may also lead to delay of delivery time or delivery date. Failure by Daniel Glauser - HRDavos - EasyDavos to meet the delivery date shall not entitle customer to cancel the contract. Customer waives the exercise to bring any legal actions to which might be entitled for delays due to excusable events or circumstances beyond Daniel Glauser – HRDavos`s control.

10. Inspection and acceptance

The customer shall examine the delivery no later than in 5 business days from the day delivery was delivered. The customer shall notify Daniel Glauser - HRDavos - EasyDavos in writing of all defects no later than in further five business days. If a defect becomes evident at a later time, but within warrant period, the customer is obliged to provide notice to Daniel Glauser - HRDavos - EasyDavos without undue delay, but within five business days after discovery. If the customer fails to give notice within the aforementioned time period, delivery will be deemed approved in accordance with the agreement also with regard to the hidden defect.

11. Warranty

Daniel Glauser - HRDavos - EasyDavos warrants that products shall be delivered free from defects in material and workmanship and in accordance with any mutually agreed specifications.

Daniel Glauser - HRDavos - EasyDavos assigns to its customers the full benefit of all original equipment and manufacturer's warranties for non- Daniel Glauser - HRDavos - EasyDavos subcomponents found in the product. Such warranties shall be shown in the offer. The warranty for products provided by Daniel Glauser – HRDavos, shall expire in one year since the date of delivery or the day states on the manufacturer's warranty. Warranty period may be subject to change in the offer. After the expiration of this one year period, Daniel Glauser - HRDavos - EasyDavos shall no longer accept warranty claims and all obligations for warranty shall terminate.

The warranty will not cover (a) any damages that result from fortuitous act or force majeure (b) any defects and/or malfunction in the products that result from the use of consumables not authorized by Daniel Glauser - HRDavos - EasyDavos in writing (c) products have been repaired or modified by buyer or by non-authorized person by Daniel Glauser – HRDavos, and/or products which have been repaired or modified without following the instructions given by Daniel Glauser - HRDavos - EasyDavos (d) normal wear and tear of product (e) any loss, personal injury, damage in property caused by the installation, storage, use, operation and maintenance of product by customer or third parties (f) any damages caused by operations different from those recommended by Daniel Glauser - HRDavos - EasyDavos (g) any damages or defects in systems or equipment where products are integrated or incorporated in the event of malfunction (h) any defects and/or malfunction in the products that result from the installation, storage, use, operation and maintenance made by the customer or the third person

Difference in quality of basic material (eg wood, fabric, plastics, textile backing) and other technical factors (eg light incidence, display quality) may lead to unavoidable, moderate deviations in colors and different work performance. Such deviations shall not constitute a defect and therefore warranty claim is not possible.

This warranty does not extend to anyone others than those trade customers who directly purchase from Daniel Glauser – HRDavos.

If products or services do not meet the above warranties Daniel Glauser – HRDavos, at its opinion shall repair or replace defective products, sole and exclusively when customer notifies Daniel Glauser - HRDavos - EasyDavos within a reasonable period after having notice of the defect or anomaly. Warranty repair, replacement or re-performance by Daniel Glauser - HRDavos - EasyDavos shall not extend or renew the applicable warranty period.

If Daniel Glauser - HRDavos checks and notifies the customer in due time, he is only obliged to remedy the defect within a reasonable period of time, to the exclusion of the right to cancellation and reduction of the purchase price and the waiver of further claims for damages by the customer.

12. Liability

The customer has, in connection with defects of delivery, only the rights stated in clause 10. In no event shall Daniel Glauser - HRDavos - EasyDavos be liable for non-compliance of delivery with delivery-date. This restriction does not apply in case of unlawful intent or gross negligence of Daniel Glauser – HRDavos. The total liability of Daniel Glauser - HRDavos - EasyDavos for all claims of any kind arising from or related to the formation, performance or breach of this contract or any product shall not exceed the contract price or if customer places multiple orders under the contract, the price of each particular order for all claims arising from or related to that order and for all claims not part of any particular order. The costs of third parties are not included in this claim.

Daniel Glauser - HRDavos - EasyDavos shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of customer's customers. Claims of the customer against Daniel Glauser - HRDavos due to Federal Act on Product Liability of 18 June 1993 are, to the extent permitted by law, waived. Daniel Glauser - HRDavos - EasyDavos shall not be liable for the third party, hired to fulfill the contract.

13. Termination and suspension

Daniel Glauser - HRDavos - EasyDavos may terminate or suspend the contract (or the portion affected) for cause if customer (a) becomes insolvent/bankrupt or (b) commits a material breach of the contract, including but not limited, failure or delay in customer providing payment when due or fulfilling payment conditions.

Either Daniel Glauser - HRDavos - EasyDavos or customer may terminate the contract (or the portion affected) upon 20 days advance notice if there is an excusable event (force majeure) lasting longer than one hundred and twenty days. In such case customer shall pay Daniel Glauser - HRDavos - EasyDavos for all completed products and in-work process products, all expenses incurred by Daniel Glauser - HRDavos - EasyDavos in connection with termination.

Customer shall pay all reasonable expenses incurred by Daniel Glauser - HRDavos - EasyDavos in connection with a suspension. The schedule for Daniel Glauser – HRDavos` s obligations shall be extended for a period of time reasonably necessary to overcome the effect of any suspension.

c.) Daniel Glauser - HRDavos - EasyDavos as a customer

1. Delivery dates

All the pre-arranged delivery dates are fixed. When the delivery date is not met Daniel Glauser - HRDavos - EasyDavos shall be entitled to full compensation.

2. Examination and acceptance

Daniel Glauser - HRDavos - EasyDavos shall have thirty business days to examine and accept the delivery.

3. Warranty

The warranty period is 24 months since the day of delivery. In case of complications during delivery that are in responsibility of either Daniel Glauser - HRDavos - EasyDavos or third party (eg errors in the packaging by Daniel Glauser - HRDavos, faulty printing of the sheets etc.) and therefore replacement delivery is required, the supplier shall immediately take care of replacement delivery at its own costs or give Daniel Glauser - HRDavos - EasyDavos all the documents required by Daniel Glauser - HRDavos - EasyDavos to independently manufacture the replacement or have the replacement manufactured (eg stamping sets, print templates, etc.).

d.) Production charges

Any additional work, unless previously offered, will be charged at the following direct rates.

All the prices are without VAT of 7.7%

1. Per hour rate

Project Manager / Construction Manager / Administration / Organization

Onsite Management Fr. 140.00 / h

Skilled worker / craftsman Fr. 120.00 / h

Event staff / Hands Fr. 100.00 / h

Facility Management Crew Fr. 80.00 / h

Host / -ess Fr. 72.00 / h

Trainee Fr. 65.00 / h

Chauffeur Fr. 95.00 / h

For the set up, the disassembly included and is total of 50% of the assembly. It is invoiced with this.

2. Hourly rates for small machines + vehicles

(excl. driver, excl. waiting time, incl.)

Vans up to gross weight of 3.5 t Fr. 143.00 / h

Van up to max. 8 pers. Fr. 123.00 / h

Trucks up to gross weight of 16 t Fr. 187.00 / h

Trucks up to gross weight of 16 t with crane / 8 t (24 m) Fr. 273.00 / h

Trucks up to gross weight of 32 t Fr. 232.00 / h

Trucks up to gross weight of 32 t with crane / 8 t (24 m) Fr. 308.00 / h

Tractor 4WD Traction up to 6 t Fr. 134.00 / h

Trailer 2-axle up to gross weight of 12 t Fr. 82.00 / h

Passenger cars Fr. 1.40 / km

Passenger cars

3. Snow clearing

(Excl. Driver / operator, excl. Waiting time)

Large machines Fr. 260.00 / h

Small machines Fr. 125.00 / h

Hand tools Fr. 25.00 / h

4. Tools

Hand tools Fr. 12.00 / h

Hand machines Fr. 20.00 / h

Small hammer drill up to 14 mm Fr. 18.00 / h

Rotary hammer up to 24 mm Fr. 30.00 / h

5. Material rentals

Package: according to request.

Detail: The materials are offered separately.

6. Extra charge

For partial assembly or partial disassembly as well as belated work. Surcharge per stage at least CHF 280.00