

Rental Agreement

HIT manual rope hoists and HIT-TRAC motorized rope hoists

No.	Rental price of manual rope hoist			Desired rental period Number of weeks
	1st week	2nd-12th week	from the 12th week	
HIT-16	20800-5130	CHF 150	CHF 30	CHF 15
HIT-32	20800-5131	CHF 180	CHF 40	CHF 20

No.	Rental price of motorized rope hoist				Desired rental period Number of weeks
	1st week	2nd-4th week	5th-12th week	from the 12th week	
HIT-TRAC 8B	20800-5132	CHF 770	CHF 305	CHF 115	CHF 75
HIT-TRAC 16B	20800-5133	CHF 1105	CHF 440	CHF 220	CHF 110
HIT-TRAC 8E	20800-5134	CHF 865	CHF 345	CHF 170	CHF 85
HIT-TRAC 16E	20800-5135	CHF 1105	CHF 440	CHF 220	CHF 110
HIT-TRAC 16E neo	20800-5136	CHF 1215	CHF 485	CHF 240	CHF 120
HIT-TRAC 32E	20800-5137	CHF 2755	CHF 1100	CHF 550	CHF 275
HIT-TRAC 64E	20800-5138	CHF 4005	CHF 1600	CHF 800	CHF 400
HIT-TRAC 128E	20800-5139	CHF 10740	CHF 4300	CHF 2150	CHF 1080
HIT-TRAC 8A	20800-5140	CHF 770	CHF 305	CHF 115	CHF 75

Technical characteristics and commissioning can be found in the operating instructions at <https://www.habegger-hit.ch/index.php/dokumentenablage> and <https://www.habegger-hit.ch/FB19/128-129/> or directly obtained from Jakob AG.

Serial number(s) (to be filled in by Jakob AG):

Billing address

Company: _____

First Name / Last Name: _____

Address: _____

Zip / City: _____

Delivery address

Company: _____

First Name / Last Name: _____

Address: _____

Zip / City: _____

I have read and understood the provisions of this rental agreement. I declare that I agree with them and accept the agreed rental rates as per the order confirmation. In addition, I hereby confirm that I read the operating instructions carefully before the first commissioning.

First Name / Last Name of renter: _____

Place / Date: _____

Provisions for the rental agreement HIT manual rope hoists and HIT-TRAC motorized rope hoists

The minimum settlement amount is one week. The rental period will then be settled by single days (1 week = 7 days). The rental begins from the date of pick-up or shipment and ends when the goods are returned to Jakob AG.

The agreed rental price shall apply to the agreed usage period for a one-shift operation of max. 9 hours per day. An additional 10% of the daily rate depending on the rental item will be charged for each additional hour. The rental price refers to the contractual use of the rental item. The rental price is also due for the entire rental period if the normal operating time is not fully used or the rental item is returned before the end of the rental period. For tunnel and other special work, written consent of the lessor must be obtained in advance.

Payment conditions

30 days net

Settlement date

For each rental, an amount determined by the lessor, which depends on the value of the leased machine, must be deposited as a security. The lessor may waive this amount if the renter is a company registered in the commercial register, which already maintains a customer account with the lessor. The rental price is due upon return of the machine. Payment will be made according to agreed conditions. In the case of contracts with longer rental periods, invoicing shall be done at least once a month.

Default

If the renter is in default of payment, the lessor may collect the rental item without the renter being able to object. The costs incurred shall be borne by the renter. As a lump sum compensation, the lessor shall levy a surcharge of 20% in addition to the immediately due rental price.

Shipping and packaging

Packaging is included in the price. Shipping charges shall be borne by the renter.

Transfer of risk

The power of disposal and the risks shall pass to the renter as soon as the rental item has been handed over to the renter or the carrier and will last until the property is returned at the location determined by the lessor. During this period, the renter shall bear sole responsibility for the rental item and all risks that could be directly or indirectly caused by use, such as fire, theft, explosion, accident, risks of any kind for the renter or third parties as well as for items. The renter shall be liable for any loss and/or damage to the rental item and the associated costs regardless of whether it was caused by a fault of third parties, by accident or by force majeure.

Lessor's obligations

The lessor is obliged to provide the rental item in a usable condition. If a rental item does not function properly, the lessor's liability is limited exclusively to the quickest possible repair of the rental item. The lessor does not have to replace the item and is not liable for any loss of productivity or income or any faulty work results due to a defect in the rental item. The assertion of claims for compensation for direct or indirect damages, such as loss of profit, loss of orders or image damage, is excluded.

Instruction

The rental items may only be operated by authorized persons. The lessor shall issue the declarations and instructions required for the use of the rental item. By signing this contract, the renter confirms that he has received all necessary instructions or already has knowledge of it. The user declares that he has the skills necessary for the proper handling of the rental item. The renter knows all operating and safety regulations for the use of the rented machines.

Renter's inspection obligation

The renter is obliged to check the condition of the item upon delivery of the rental item and to record any defect or missing part in the rental agreement or on the delivery note. Any other defect must be reported in writing within one day after delivery.

Control of the rental item

The renter must be able to specify the exact location of the rental item at any time and specify the remaining period of service. The renter is entitled to inspect or have the rental item examined or examined at any time by prior agreement with the renter for its condition and to carry out such maintenance and service measures that he deems necessary. In case of improper use, the renter can interrupt or terminate the lease without any compensation for the renter.

Safety and liability

The motorized rope hoist may only be operated by authorized persons. The operator must be in possession of the specific operating instructions. Warranty and liability claims for injury to persons or damage property are excluded if they are due to one or more of the following.

Insurance

The renter is obliged, at his own initiative and expense, to insure himself appropriately against damages that third parties may suffer from the use of the rented item and to provide proof of insurance upon first request. If the lessor is prosecuted by a third party for damage suffered, the renter shall be obliged to indemnify or hold harmless the lessor for all claims, damages and related costs.

The rented item is insured by the lessor during the entire rental period, provided that the machine is used in accordance with the instructions given by the lessor. This insurance provides a deductible of CHF 500 plus VAT. Theft and vandalism are insured on the condition that the renter can prove to have taken all precautionary measures. In the event of theft or vandalism, the renter is obliged to immediately complete all formalities in connection with the event (instant notification to the police as well as damage report). The renter may be held liable for any failure to comply with these formalities. Not covered by the insurance are damages resulting from obvious negligence, re-establishment of engines due to missing or incorrectly filled fuels.

Servicing, maintenance and operation

The respective operating instructions apply to servicing and maintenance. These instructions must be complied with. During the rental period, the renter must have repairs made by the lessor immediately. Only with the written consent of the lessor may the renter make repairs himself or have it carried out by a third party. The renter shall treat the rented item with due care, use it in accordance with the operating instructions and instructions issued by the lessor and comply with the regulations relating to the use of the additional equipment.

If the rented item does not function properly, the renter must notify the lessor immediately and refrain from further use of the item. The

renter is liable for all direct or indirect damages resulting from improper repair work. Replacement of wear parts required for normal use are included. The renter shall carry repairs caused by undue force, accidental damage, improper operation and maintenance.

Termination of the rental

The lessor can terminate the contract with immediate effect if the rental item is at risk, used improperly and/or poorly maintained, in case of default of payment or violation of other contractual clauses. In this case, the lessor can collect or have collected the rental item at the renter's expense, subject to any other claims for damages.

The renter must return the rental item cleanly in the condition of use. If the rental item does not comply with the above mentioned requirements upon return, or if there are other defects which, among other things, prevents the subletting, the lessor places the machines in a usable condition at the renter's expense. The time used for the repair of the machine thus returned will also be invoiced to the renter.

Applicable law

For all items not mentioned in this agreement, the parties accept the provisions of the OR Articles 253 - 274. Swiss law applies to all other points. The place of performance for all obligations arising from this contract shall be the registered office of the lessor. The place of jurisdiction for the assessment of disputes arising from this contract is the registered office of the lessor.