

General terms and conditions of sale and rental

[V1EN-240705]

1. Scope of the general terms and conditions of sale and rental

- 1.1. These General Terms and Conditions of Sale and Rental (hereinafter "TSC") are those of The ShowCase Sàrl, Ch. du Pré-Fleuri 3, 1228 Plan-les-Ouates, Switzerland, CHE-224.622. 452 (hereinafter "The ShowCase Sàrl") and apply to the sale, rental and delivery by The ShowCase Sàrl to any purchaser or lessee (hereinafter "Customer") of the ShowCase presentation and demonstration tool and/or its components and spare parts (hereinafter the "ShowCase"), subject to the special conditions accepted and agreed in writing between The ShowCase Sàrl and the Customer (hereinafter the "PC"). The sale or rental to consumers is not covered by these general sales and rental conditions.

1.2. Definitions:

In this contractual document as well as in the Special Conditions ("SC") and any documentation issued by The Show Case Sàrl, the following words and expressions have the meanings indicated below:

GTC TSC:	These general terms and conditions of sale and rental
SC:	The special conditions supplementing these general terms and conditions of sale and hire
Customer:	The buyer or hirer, as a professional, to whom the CG TSC apply
ShowCase:	The presentation and demonstration tool designed and marketed by The ShowCase Sàrl, and/or its components and spare parts
SC Software:	The ShowCase management software designed and marketed by The ShowCase Sàrl

- 1.3. By placing an order with The ShowCase Sàrl or by taking out a rental contract, the Customer unreservedly accepts the TSC and undertakes that the sale, rental and delivery of the ShowCase will be subject to the provisions of the TSC, which the Customer acknowledges to have contractual value between the parties.
- 1.4. The general terms and conditions and other contractual documents of the Customer are explicitly excluded and may not, except with the express written consent of The ShowCase Sàrl, derogate from the TSC GTC and the SC.
- 1.5. The sending or delivery by the Customer of its own terms and conditions or the formulation of reservations by the latter shall not be interpreted, without it being necessary for The ShowCase Sàrl to inform the Customer of its disagreement, as consent by The ShowCase Sàrl to such terms and conditions or reservations.
- 1.6. Any provision deviating from the TSC and SC is only binding on The ShowCase Sàrl if expressly proposed by The ShowCase Sàrl or expressly accepted by The ShowCase Sàrl in writing.
- 1.7. The ShowCase Sàrl reserves the right to modify the TSC from one order to the next, or when renewing or taking out a new rental, at any time. The Customer may not rely on a version of the TSC that is prior to the date of acceptance of the order by The ShowCase Sàrl or prior to the date of commencement of the rental. If The ShowCase Sàrl does not communicate the TSC to the Customer at the time of acceptance of the order or rental, the TSC published on the website <www.show-case.ch> at the date of acceptance of the order or rental by The ShowCase Sàrl shall apply to the exclusion of any other version of the TSC.

1.8. In the event of any discrepancy between the TSC and the SC and/or any other contractual provision issued or accepted by The ShowCase Sàrl, the SC and/or these contractual provisions shall prevail in all circumstances.

1.9. The provisions of the Swiss Code of Obligations (CO) relating to contracts of sale (article 184 et seq. CO) in the case of sales, or to contracts of lease (article 253 et seq. CO) in the case of leases, as well as other laws and ordinances under Swiss law, apply in all other respects.

2. Phygital ShowCase

2.1. The TSC apply exclusively to the sale, rental and delivery of the ShowCase and/or its components and spare parts by The ShowCase Sàrl to the Customer.

2.2. The ShowCase is a tool designed, developed, assembled and distributed by The ShowCase Sàrl for use by watch and jewelry professionals to present their products online. The ShowCase consists of a box whose interior constitutes a shooting chamber with autonomous lighting and an integrated lens, into which the user introduces the object to be presented. The image is reproduced on an external visualization and parameterization interface integrated into the ShowCase, and can be transmitted or recorded via the connectivity available on the ShowCase.

2.3. The ShowCase works with an integrated tablet computer with touch screen supplied by the customer or his operator (see Compatible Equipment below), which serves as an interface for viewing, setting parameters and connecting to the network.

2.4. The ShowCase is delivered without the tablet computer that serves as the user interface. The customer supplies the tablet-computer of his choice from among the Compatible Equipment (see below).

2.5. The technical characteristics of the ShowCase may vary from one version to the next depending on requests made by the Customer and/or improvements made by The ShowCase Sàrl.

2.6. The technical characteristics, usage ranges of the ShowCase and Compatible Equipment are defined in the Technical Data Sheet attached to the order form or rental form or communicated to the Customer by The ShowCase Sàrl (the "Technical Data Sheet").

3. ShowCase use, installation, transport and storage

3.1. The Customer undertakes to use the ShowCase only with Compatible Equipment and in strict compliance with the conditions of use indicated in the Technical Data Sheet, and solely for the shooting of watches, bracelets, cases, jewelry, pens and other jewelry products whose dimensions, materials and shapes are compatible with the technical characteristics of the ShowCase. The ShowCase is designed to be installed and used in a temperate or air-conditioned environment with normal humidity conditions (e.g. showroom, office, assembly shop) and free from combustion dust, abrasion or volatile paints or solvents.

3.2.	The ShowCase Sàrl does not guarantee operation of the ShowCase outside the ranges and conditions of use mentioned in the Technical Data Sheet or with equipment other than Compatible Equipment.
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3.3. The ShowCase must be installed and transported by the customer in accordance with the conditions specified in the Technical Data Sheet.

3.4.	The ShowCase Sàrl does not guarantee the operation of the ShowCase with equipment other than Compatible Equipment and in the event of failure by the customer to comply with the conditions of installation or transport of the Showcase mentioned in the Technical Data Sheet.
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3.5. The Customer expressly undertakes not to make any modification to the ShowCase without the express prior consent of The ShowCase Sàrl and acknowledges that any modification whatsoever, including if temporary,

made without such consent shall constitute a breach of contract excluding the applicable warranty and exonerating The ShowCase Sàrl from any obligation to the Customer in respect of the operation of the modified equipment.

- 3.6. The Customer is strictly prohibited from disassembling, dismantling or repairing the ShowCase without the prior written consent of The ShowCase Sàrl.
- 3.7. The Customer shall install the SC Software on the tablet sourced by the Customer. Operation is guaranteed if the Customer grants all access rights necessary for the SC Software to interact with the Microsoft Windows operating system and with the various components of the tablet and ShowCase. The SC Software is intended for use without any other programs running in the background. The customer must ensure that if the SC Software is used in conjunction with other software, the tablet provides the resources required for this joint operation. The ShowCase Sàrl is not responsible for any limitations in the use of the tablet.

3.8. The ShowCase Sàrl is released from any obligation relating to the equipment concerned in the event of a breach of articles 3.5 and 3.6 above.

4. LAN and WAN connection

- 4.1. The Data Sheet describes the conditions for accessing the ShowCase on the LAN and WAN.
- 4.2. The Customer is solely responsible for its IT environment, network architecture and the effectiveness of firewalls, filters and antivirus software upstream of the ShowCase connection.
- 4.3. The Customer releases The ShowCase Sàrl from any liability in the event of malfunction of the ShowCase due to a computer virus or to the constraints of its computer environment and network architecture and the firewalls and filters in place. In this respect, the customer declares that he/she is personally responsible for setting the parameters of his/her LAN and WAN accesses and the firewalls and filters set up to enable use of the ShowCase (e.g. bandwidth, data filtering, IP addressing, etc.).
- 4.4. Installation and network set-up procedures are defined in the Data Sheet.

5. ShowCase customization

- 5.1. The ShowCase can be customized at the customer's request. Customization is the subject of an addendum to the Technical Data Sheet, which is validated by the parties.
- 5.2. ShowCase customization is subject to the constraints and technical specifications of the equipment as defined by The ShowCase Sàrl and amended from time to time.

6. Compatible interfaces and software

- 6.1. Operation of the ShowCase requires the addition and installation of a tablet computer supplied by the Customer in accordance with the list of Compatible Equipment.
- 6.2. The interfaces and integrated tablet computers working with the ShowCase are indicated in the list of compatible equipment communicated and updated by The ShowCase Sàrl (the "Compatible Equipment").
- 6.3. The system software (OS) installed on the tablet computer supplied by the Customer is subject to a user license purchased by the Customer.

- 6.4. Use of the ShowCase with the tablet-computer interface does not require the installation of any communication software other than that available to the general public, for which the customer will subscribe the corresponding user licenses.
- 6.5. Software packages that may be installed in the integrated tablet computer, notably for shooting, image processing, video compression, broadcasting, etc., are subject to separate user licenses, subscribed to by the customer.
- 6.6. The use of software, software packages and drivers that may be installed in the integrated tablet-computer, as well as the warranties relating to the use of such software and software packages, are governed by the licenses subscribed to by the Customer.
- 6.7. The ShowCase Sàrl has developed SC Software, a proprietary software package dedicated to the use of the ShowCase. SC Software is not delivered with the ShowCase and the installation and use of SC Software requires the granting of an end-user license by The ShowCase Sàrl at the Customer's request.
7. Offer and issue of a purchase order or rental order
 - 7.1. Descriptions, brochures and commercial informations:
 - 7.1.1. All information contained on the website <www.show-case.ch> or in presentations, descriptions, prospectuses, plans and the like is provided subject to modifications and technical improvements of the equipment and its accessories. This information is not binding on The ShowCase Sàrl and cannot constitute contractual characteristics of the ShowCase or its components unless expressly confirmed by The ShowCase Sàrl in writing.
 - 7.2. Solicitation by the customer and offer issued by The ShowCase Sàrl, prior studies and demonstrations:
 - 7.2.1. The solicitations issued by the Customer and the offers issued by The ShowCase Sàrl, even if nominative, have, unless otherwise expressly agreed by the parties in writing, no contractual character and constitute only elements merely preparatory to an order or a rental that neither party can invoke to base any obligation on the other party.
 - 7.2.2. Likewise, unless otherwise expressly agreed in writing by the parties, preliminary studies and written or verbal exchanges between the parties prior to the order or rental are not contractual in nature and are not binding on the parties.
 - 7.2.3. The demonstration of the ShowCase by The ShowCase Sàrl does not constitute a commercial commitment on the part of the Customer or The ShowCase Sàrl and the Customer expressly acknowledges that The ShowCase Sàrl shall have no obligation to reproduce the demonstration conditions in the event of an order or rental by the Customer.
 - 7.2.4. The ShowCase Sàrl is only bound by the specifications and uses defined in the order form or rental form, the SC and the Technical Data Sheet with respect to the qualities and technical characteristics of the equipment or the use for which it is intended.
 - 7.3. Purchase or rental order and Special Conditions ("SC"):
 - 7.3.1. The ShowCase Sàrl is only bound to any Customer by the delivery of a written order form or rental form signed and dated by The ShowCase Sàrl.
 - 7.3.2. Purchase order in the event of sale: the purchase order must include the list of equipment and/or parts sold, the unit price excluding taxes, the total price, VAT and any other applicable taxes, the delivery date, terms and place of delivery.
 - 7.3.3. Rental voucher in the event of rental: the rental voucher must include the list of equipment whose use is assigned to the Customer by The ShowCase Sàrl under the lease, the amount of the rent excluding taxes and its periodicity, VAT and any other taxes that may apply, the effective date of the rental and its duration, the

use that will be made by the Customer of the rented equipment, as well as the terms and place of provision by The ShowCase Sàrl and return by the Customer of the rented equipment.

- 7.3.4. The Special Conditions ("SC") are included or referenced in, or attached to, the order or rental form and are inseparable therefrom.
- 7.3.5. The signature of the order form or rental form by The ShowCase Sàrl results from any handwritten signature or a signature affixed by a digital process that guarantees the authentication of the author of the signature.
- 7.4. Validity of the offer constituted by the purchase or rental order
- 7.4.1. The order form or rental form signed by The ShowCase Sàrl constitutes a contractual offer subject to the TSC GTC and SC, valid for thirty (30) calendar days.
- 7.4.2. In the absence of formal acceptance by the Customer of the order form or rental form without erasures, additions or reservations, within the validity period indicated, the contractual offer is deemed null and void, The ShowCase Sàrl being then discharged of any obligation in this respect.
- 7.4.3. The Customer's acceptance of the order form or rental form signed by The ShowCase Sàrl will result solely from the Customer's signature on the order form or rental form and its delivery to The ShowCase Sàrl within the period of validity of the offer.
- 7.4.4. The Customer's signature on the order or rental form is the result of a handwritten signature or a signature affixed by a digital process that guarantees the authentication of the author of the signature.
- 7.4.5. The delivery of an order form or a rental form with reservations, additions or deletions, which are not expressly accepted by The ShowCase Sàrl does not bind The ShowCase Sàrl and will have between the parties the effects of an order or a rental request not accepted by The ShowCase Sàrl; The ShowCase Sàrl reserves the right to accept or refuse each of the requested changes.
- 7.5. Conclusion of the sales or rental contract
- 7.5.1. The sales contract or rental contract between The ShowCase Sàrl and the Customer is concluded by the delivery by the Customer to The ShowCase Sàrl, within the validity period indicated, of an order form or rental form dated and signed by The ShowCase Sàrl and by the Customer under the conditions provided for in this section **Errore. L'origine riferimento non è stata trovata..**
- 7.5.2. In the absence of agreement between the parties on a different date, the date of the contract, whether for sale or rental, is the date of delivery of the order or rental form signed by the Customer to The ShowCase Sàrl, and the contractual performance periods run from this date.
- 7.5.3. The Customer's delivery to The ShowCase Sàrl of the order or rental form signed by the parties in accordance with the foregoing provisions constitutes the Customer's firm and final acceptance of the TSC GTC and the SC.
8. Specific provisions applicable to sales
- 8.1. Prices
- 8.1.1. All prices are net, ex-works, plus VAT, packaging and postage, without any deduction. All additional costs are to be borne by the customer. The ShowCase Sàrl reserves the right to adjust prices in the event of an order change.
- 8.1.2. Additional work not stipulated in the contract price will be invoiced separately.
- 8.2. Terms of payment
- 8.2.1. For all ShowCase orders, unless otherwise agreed in writing by the parties, the price is payable by the Customer, who undertakes to pay, at the rate of:
- 30% of the total amount including VAT of the order on the date of the order;
 - 70% of the total amount of the order on the delivery date.

- 8.2.2. For all other orders, invoices must be honoured within 30 days of the invoice date.
- 8.2.3. Customers who fail to meet agreed payment deadlines must pay the costs of the reminder. Compensation for other damages remains reserved. In the event of late payment or obvious insolvency on the part of the Customer, The ShowCase Sàrl reserves the right to terminate the contract without delay and to demand the return of the material already delivered.
- 8.2.4. If the customer does not meet the payment deadlines, interest on arrears is due, without prior notice, from the due date; interest on arrears is fixed at four (4) points above the current discount rate of the Swiss National Bank.
- 8.2.5. No equipment may be taken back without the agreement of The ShowCase Sàrl. A fee will be charged for inspection and return.
- 8.2.6. The customer's rights of set-off and retention may only be asserted to the extent that the services expected are undisputed or have been legally established, and the customer is not entitled to withhold all or part of the amount of an invoice on the grounds of a dispute with The ShowCase Sàrl.
- 8.2.7. In the event of bankruptcy or seizure of the Customer, legal proceedings against the Customer, late payment or if the Customer is unable to pay its debts to third parties or to The ShowCase Sàrl, all sums owed by the Customer become immediately payable and The ShowCase Sàrl is entitled to collect all its claims, including those not yet due.
- 8.3. Reservation of ownership
- 8.3.1. The ShowCase Sàrl remains the owner of all material delivered until full payment of the contractually agreed price. The customer authorizes The ShowCase Sàrl, upon conclusion of the contract, to enter its reservation of ownership in the reservation of ownership register and to carry out all formalities relating thereto. Any costs arising from this are to be borne by the customer.
- 8.3.2. During the period of retention of ownership, the customer is the custodian of the equipment delivered and undertakes, under his responsibility and at his expense, to maintain the equipment delivered in good working order and to take out insurance covering any risk of damage, loss or theft, for the benefit of The ShowCase Sàrl for the full value of the equipment.
- 8.4. Delivery time
- 8.4.1. The ShowCase Sàrl undertakes to deliver the agreed products to the Customer within the time period specified in the order form and the Customer undertakes to accept these products at the agreed time and place of delivery (hereinafter, the "Delivery Date").
- 8.4.2. The customer waives the presumption of article 190 CO and may only validly renounce delivery after a qualified formal notice has been served in writing to The ShowCase Sàrl and has remained unsuccessful after a period of thirty (30) days from its receipt by The ShowCase Sàrl.
- 8.4.3. Notwithstanding article 8.5.2 above, the parties agree to reasonably extend delivery deadlines in the event of involuntary impediments on the part of The ShowCase Sàrl, such as natural disasters, mobilization, war, uprisings, epidemics and sanitary measures affecting working conditions or the import of components, accidents and illness, considerable operating problems, labor disputes, late or defective deliveries of components, as well as in the event of measures ordered by the authorities.
- 8.4.4. The Customer waives any claim for damages arising from a failure to meet delivery deadlines, and is only entitled to cancel the sale in accordance with article 8.4.2.
- 8.5. Place and method of delivery
- 8.5.1. Unless otherwise specified in the purchase order or agreed in writing by the parties, delivery shall be made ex works (EXW - Incoterms 2020) to the following address: Ch. du Pré-Fleuri 3, 1228 Plan-les-Ouates (hereinafter, the "Place of Delivery").

8.5.2. The Customer, or The ShowCase Sàrl at the Customer's request or in accordance with what is stipulated in the order form, shall organize the shipment of the ordered equipment from the Delivery Location to the address communicated by the Customer.

8.5.3. All shipments from the Place of Delivery are made at the Customer's expense.

8.6. Transfer of risks

8.6.1. All risks of loss, damage and deterioration of the material are transferred to the Customer at the time of delivery. Unless otherwise agreed by the parties, delivery is deemed to have taken place at the Place of Delivery on the Delivery Date.

8.6.2. Delivery is deemed to be complete when the equipment has been loaded onto the carrier's vehicle at the defined delivery location or has been taken over by the carrier at the defined delivery location.

8.6.3. In the event of equipment not claimed on the scheduled delivery date, delivery is deemed to have taken place under the terms of this section on the day following the date of receipt by the Customer of a formal notice to proceed with the removal of the equipment ordered.

8.6.4. As from the transfer of risk to the Customer, the cost of storing the ordered equipment will be invoiced to the Customer.

8.7. Acceptance of equipment and notification of defects

8.7.1. It is the responsibility of the Customer, who undertakes to make every effort to do so as soon as he takes possession of the equipment ordered, to check and test the equipment by any appropriate means and to notify The ShowCase Sàrl, in writing and at the latest within six (6) working days of taking possession, of any defect in the equipment; the equipment will otherwise be deemed to have been accepted and to be without defect.

8.7.2. The Customer must notify The ShowCase Sàrl, within a maximum period of forty-eight (48) hours from the time when the Customer could reasonably have become aware of it, of any hidden defect of which it was impossible for the Customer to detect the existence at the time of acceptance of the equipment; any claim by the Customer will otherwise be inadmissible.

8.7.3. It is the Customer's responsibility to provide proof of the steps taken in accordance with articles 12.1 and 12.2 above and of the notification of defects carried out in such a way as to enable precise identification of the defects found.

9. Specific provisions applicable to leases

9.1. Rental period

9.1.1. The rental period begins when the leased equipment is made available, as defined below, and ends when all the leased equipment is returned, as defined below.

9.1.2. Rent is payable by the Customer for the entire rental period, even if this exceeds the agreed rental period, until the equipment is returned in full.

9.1.3. The rental period is indicated on the rental voucher issued by The ShowCase Sàrl. Otherwise, the rental period is indefinite.

9.2. Lease renewal

9.2.1. Unless otherwise stipulated in the rental agreement or the CP, the rental shall not be tacitly renewed at the end of the agreed rental period when the rental is for a fixed term.

9.2.2. When the rental agreement or the CP provide for automatic renewal (tacit renewal) of the rental at the end of the agreed fixed rental period:

9.2.2.1. the lease continues, in the absence of termination of the lease by one of the parties, for the same equipment, for a duration identical to the initial lease term and under the same conditions, without the need for confirmation by the parties;

- 9.2.2.2. either party may, however, waive renewal of the Lease by giving written notice to the other party at least [three (3)] months prior to the end of the current Lease Term of its intention not to renew the Lease at its term, in which event the Lease shall terminate at the end of the current Lease Term subject to the return of the Equipment; and
- 9.2.2.3. in the event of automatic renewal, the rent is revalued, unless otherwise agreed by the parties, as from the renewal date on the basis of the Swiss Consumer Price Index for December 2020, applying its variation if it is upward between the start of the rental period and the renewal date.

9.3. Lease termination

- 9.3.1. The Customer undertakes to return all leased equipment on the date of termination of the lease, whatever the cause. In this respect, the Customer expressly and irrevocably waives the right to object to the return of the equipment, even if it contests the termination of the lease, and acknowledges that contesting the termination of the lease does not justify the retention of the leased equipment.
- 9.3.2. If the lease has been agreed for an indefinite term, either party may terminate it at any time without compensation by giving [three (3)] months' notice, which must be given in writing, from the date on which the other party receives notice of termination of the lease.
- 9.3.3. The lease may be terminated, with three (3) working days' notice and without compensation to the Customer, at any time and on the initiative of The ShowCase Sàrl, whether in the case of early termination or termination of an open-ended lease, in any of the following cases:
 - 9.3.3.1. modification of equipment without prior authorization from The ShowCase;
 - 9.3.3.2. use of the equipment not in accordance with the intended purpose of the rental as specified in the rental voucher or SC;
 - 9.3.3.3. use of equipment that does not comply with the provisions of the GTC TSC, the SC or the Technical Appendix;
 - 9.3.3.4. damage to equipment or concealment or removal of markings on the ShowCase;
 - 9.3.3.5. failure to make the equipment available for any servicing and/or maintenance and/or repair or failure to notify The ShowCase Sàrl of any defects found on the equipment;
 - 9.3.3.6. non-payment of rent more than fifteen days after formal notice;
 - 9.3.3.7. failure to take out an insurance policy covering theft, loss or destruction of rented equipment.

In each of these cases, termination will take place upon receipt by the Customer of the written notice of termination sent by The ShowCase Sàrl, without compensation for the Customer and without prejudice to the rights of The ShowCase Sàrl to claim damages.

- 9.3.4. In the event of an explicit refusal by The ShowCase Sàrl, or in the event of technical, material or financial impossibility, to repair or replace the leased equipment when this equipment is affected by a defect not attributable to the Customer and rendering it unfit for the use for which it is intended. In such a case, termination occurs after a remediation period of one (1) month following written notification of the defect to The ShowCase Sàrl by the Customer.

9.4. Provision of rented equipment

- 9.4.1. The ShowCase Sàrl undertakes to make the equipment specified in the rental agreement available to the Customer at the place and on the date specified in the rental agreement. In the absence of any indication in the rental order, the place of provision is at the following address [Ch. du Pré-Fleuri 3, 1228 Plan-les-Ouates] and the date of provision will be that indicated to the Customer by The ShowCase Sàrl with a notice period of at least eight working days.
- 9.4.2. The provision of the equipment is not subject to the Customer's commissioning or training in the use of the leased equipment. Unless otherwise agreed between the parties, if a training or familiarization period is provided for, this does not constitute a condition of the equipment being made available, which occurs simply because the equipment is made available in its transport packaging.

- 9.4.3. If the equipment is not made available on the agreed date, the Customer must give The ShowCase Sàrl formal notice to make the equipment available within a reasonable period of time before withdrawing from the rental.
- 9.4.4. Notwithstanding the foregoing provisions, the parties agree to reasonably postpone the delivery deadlines in the event of involuntary impediments on the part of The ShowCase Sàrl, such as natural disasters, mobilization, war, uprisings, epidemics and sanitary measures affecting working conditions or the import of components, accidents and illness, considerable operating problems, labor disputes, late or defective deliveries of components, as well as in the event of measures ordered by the authorities.
- 9.4.5. The Customer agrees that in the event that he should claim damages for late availability, whether or not he has waived the rental, such damages shall be strictly limited to the amount of the rent corresponding to the rental period during which the Customer was unable to use the equipment because of The ShowCase Sàrl. In particular, the Customer waives any claim based on loss of sales.

9.5. Etat contradictoire, réception de l'équipement et notification des défauts

- 9.5.1. The Customer undertakes to draw up a joint statement of condition when the equipment is made available and, if this is done in the presence of The ShowCase Sàrl, when the equipment is commissioned. The condition report shall be conclusive evidence between the parties of the condition of the equipment and, if a condition report is drawn up after commissioning, of the operation of the equipment.
- 9.5.2. If it is not possible to draw up a joint statement at the time of commissioning, the Customer is required to:
 - 9.5.2.1. make every effort as soon as possible after the equipment has been made available to check and test the leased equipment by any appropriate means;
 - 9.5.2.2. notify The ShowCase Sàrl immediately of any defect; and

In the absence of defects or reservations notified by the Customer to The ShowCase within a maximum period of twenty-four (24) hours from the date of delivery, the equipment is deemed to be in conformity with the Customer's requirements, in good condition, without aesthetic defects and in perfect working order.

9.6. Return of rented equipment

- 9.6.1. The Customer undertakes to return all the leased equipment to the place and on the date specified in the rental agreement or the PCs or, in the absence of any such indication, to the place where it was made available, and at the latest on the date scheduled for the expiry of the lease or, as the case may be, on the date of termination. In the event of termination of the lease for any reason whatsoever, the Customer undertakes to return all the equipment to the place where it was made available, no later than the date of termination.
- 9.6.2. The return can only take place on a working day during office hours.
- 9.6.3. The Customer undertakes to return the equipment in good working order and undamaged, with the transport packaging in which the equipment was made available.
- 9.6.4. Upon return of the equipment, the Customer undertakes to draw up a joint return and commissioning report. If it is not possible to carry out such an inspection, The ShowCase Sàrl will examine the returned equipment and carry out functional tests, and will notify the Customer of any damage within two (2) working days of receipt in The ShowCase Sàrl's workshops. In the absence of notification of damage by The ShowCase Sàrl within two (2) working days of the return of the rented equipment to its workshops, the equipment will be deemed to have been returned in good condition.

9.7. Risk transfer and insurance

- 9.7.1. All risks of loss, damage and deterioration of the equipment are transferred to the Customer at the time of provision; the Customer has custody of the rented equipment from that time.
- 9.7.2. The equipment is deemed to have been made available when it is loaded onto the vehicle of the carrier appointed by the Customer.
- 9.7.3. The Customer is obliged to insure the equipment against breakage, theft and loss at its own expense for the entire duration of the rental period.

9.8. Use and maintenance of leased equipment

- 9.8.1. The Customer must use the equipment with due care so as not to damage it in any way whatsoever and strictly comply with the conditions of use laid down in the TSC GTC, the SC, and the Technical Appendix as well as any additional recommendations provided by The ShowCase Sàrl.
- 9.8.2. The rented equipment may only be used by the Customer, its servants or employees, and solely for the purpose specified in the rental agreement or in the TSC.
- 9.8.3. The leased equipment may only be used by the Customer at the location specified in the rental agreement or the PC. The Customer undertakes to obtain the prior consent of The ShowCase Sàrl before moving the rented equipment to a location other than that specified in the rental agreement or the SC.
- 9.8.4. The equipment must be transported in the packaging provided by The ShowCase Sàrl and with all necessary precautions to avoid damaging the rented equipment.
- 9.8.5. The Customer shall immediately notify The ShowCase Sàrl of any defects and shall be liable for any damage resulting from its omission.
- 9.8.6. The Customer agrees to allow The ShowCase Sàrl to inspect and maintain the rented equipment on working days during office hours.

9.9. Rent and costs payable by the Customer

- 9.9.1. Unless otherwise agreed by the parties, the rent only covers the provision of the equipment and does not include the cost of transporting and delivering the equipment, commissioning costs, training or familiarization costs, or maintenance and travel costs.
- 9.9.2. Rent is payable:
 - 9.9.2.1. monthly, no later than the 5th working day of the month, for rentals of more than one month;
 - 9.9.2.2. in full prior to availability for rentals of less than one month.

And, unless agreed otherwise in writing by The ShowCase Sàrl, availability is subject to prior payment of the first month's rent for rentals lasting more than one month, or payment in full of the rent for rentals lasting less than one month.

- 9.9.3. Costs relating to services provided in addition to the supply of equipment, in particular such as: equipment transport and delivery costs, commissioning costs, training or handover costs, and maintenance and travel costs, are payable on invoice within thirty days.

9.10. Security deposit

- 9.10.1. To guarantee the Customer's obligations under the rental agreement, a security deposit is paid by the Customer before the equipment is made available. This deposit takes into account the value of the equipment rented and will be at least equivalent to one month's rental. Unless otherwise agreed in writing by The ShowCase Sàrl, the equipment will not be made available until the security deposit has been paid.
- 9.10.2. The security deposit is returned to the Customer at the end of the rental period, once the equipment has been returned in its entirety and on condition that the equipment returned has not been damaged during the rental period.
- 9.10.3. In the event of the return of damaged equipment, the security deposit will be used to repair the damaged equipment without prejudice to the right of The ShowCase Sàrl to claim additional damages..
- 9.10.4. In the event of the return of damaged equipment, the security deposit will be used to repair the damaged equipment without prejudice to the right of The ShowCase Sàrl to claim additional damages.

9.11. Invoicing in the event of failure to return equipment

- 9.11.1. In the event of failure to return equipment, the Customer will be billed for the equipment not returned at the rates in effect on the date the equipment should have been returned, without prejudice to The ShowCase Sàrl's right to claim additional damages.

9.11.2. The return of damaged equipment which cannot be repaired will be considered as a failure to return and the damaged equipment will be invoiced to the Customer on the basis of the rates in force on the date on which the equipment should have been returned.

9.12. Prohibition on subletting

9.12.1. Unless otherwise agreed in writing by The ShowCase Sàrl, sub-letting of the rented equipment is not permitted due to the major inconvenience it would cause The ShowCase Sàrl, in particular insofar as certain rental conditions may be defined intuitu personae vis-à-vis the Customer and certain software licenses associated with the use of the equipment may be nominative.

9.13. Warranty and repairs

9.13.1. The ShowCase Sàrl only warrants that the rented equipment will be used for its intended purpose by a person having the knowledge required for the use of the rented equipment.

9.13.2. The following are expressly excluded from the scope of the warranty provided by The ShowCase Sàrl:

9.13.2.1. the suitability of the leased equipment for the Customer's intended use if such use differs from that contractually agreed;

9.13.2.2. the usefulness of the leased equipment for the Customer's intended use;

9.13.2.3. the commercial effectiveness of the leased equipment and/or the sales that the Customer intends to achieve by using the leased equipment;

9.13.2.4. user training.

9.13.3. In the event of a defect not attributable to the Customer and rendering the leased equipment unfit for the contractually agreed use, The ShowCase Sàrl may, at its own initiative, either repair the equipment or, within a reasonable period of time, replace the defective equipment with similar equipment. Alternatively, the parties may agree to reduce the rent to take account of the defective equipment.

9.13.4. If repair or replacement is impossible or refused by the Customer and a rent reduction is not accepted by the Customer, the Lease will be terminated in accordance with section 9.3.4 without further recourse for the Customer.

9.13.5. In the event that the Customer claims damages relating to equipment affected by a defect not attributable to the Customer and rendering the leased equipment unfit for the contractually intended use, such damages shall be capped and may not exceed the amount of the rent remaining to run in respect of the equipment concerned. Under no circumstances may the Customer claim any compensation for loss of sales.

9.13.6. In the event of the rental of several ShowCases, the defect of one of the ShowCases has no effect on the rental of the other ShowCases, which continues regardless of the settlement found for the defective equipment.

10. Warranty applicable to the sale

10.1. The ShowCase Sàrl guarantees that the ShowCase is free from material and manufacturing defects at the time of transfer of risk. The customer must inform The ShowCase Sàrl without delay of any warranty claims for defects within the limitation period for warranty claims.

10.2. Only defects that existed at the time of the transfer of risk may be covered by the warranty provided by The ShowCase Sàrl.

10.3. Unless otherwise specified in the purchase order, the limitation period for warranty claims for any defects is 12 (twelve) months from the date of transfer of risk. This provision does not apply in the case of intentional acts or omissions or gross negligence or in the case of damage resulting from injury to life, body or health; in such cases, the statutory limitation period applies.

- 10.4 The warranty for any defects in hardware upgrades performed by The ShowCase Sàrl applies only to the upgrade performed.
- 10.5 Warranty exclusions :
- 10.5.1 The ShowCase Sàrl does not warrant that the equipment will meet the Customer's specific or commercial requirements or the Customer's use of the equipment outside of the use recommended by The ShowCase Sàrl or that all defects will be repairable.
- 10.5.2 The warranty does not apply to defects due to normal wear and tear; damage caused by the customer or a third party; alterations or repairs carried out without the written consent of The ShowCase Sàrl; alterations or repairs carried out inappropriately, even with prior written consent; non-compliance with instructions (oral or written) from The ShowCase Sàrl and/or failure to comply with obligations of care in connection with storage, installation, delivery, maintenance and use of the equipment on the part of the Customer or third parties and/or in connection with instructions from third parties.
- 10.6 Third-party hardware, software, software packages and drivers:
- 10.6.1. For third-party hardware or software, software packages and drivers, only the conditions and warranties of their respective manufacturers and/or third-party suppliers apply. The Customer shall refer exclusively to the license agreements subscribed to separately.
- 10.6.2. Installed third-party hardware, software, software packages and drivers are delivered "as is". In particular, The ShowCase Sàrl provides no warranty as to the quality, conformity, commercial viability or fitness for a particular purpose of third-party hardware and third-party software, packages and drivers. In addition, The ShowCase Sàrl does not warrant (i) specific results of use, (ii) freedom from viruses, (iii) uninterrupted use, (iv) freedom from defects, (v) operability or (vi) compatibility with any other hardware or software.
- 10.7 If the warranty limitations in the GTC TSC or SC are declared invalid in whole or in part by a competent court, the Customer must return the equipment concerned to The ShowCase Sàrl and its obligation to pay the purchase price will cease. No further rights exist.
- 10.8 Returns and place of acceptance in the event of a guarantee:
- 10.8.1. The Customer acknowledges that the warranty applies at the Place of Delivery in the absence of any other express written agreement between the Parties concerning another place.
- 10.8.2. If the warranty is exercised, the equipment must be returned to the Place of Delivery at the Customer's expense, to the exclusion of any other location. The ShowCase Sàrl will only take charge of guaranteed equipment from the Place of Delivery.
- 10.8.3. Equipment replaced or repaired under warranty will be made available at the Place of Delivery for collection or shipment at the Customer's expense.
- 10.8.4. For the purposes of this section, the Place of Delivery is that defined in article 11.2 for the purposes of initial delivery at the time of purchase of the ShowCase
- 11 Liability and exclusion of liability applicable to the sale
1. In the event of a malfunction of the equipment ordered or of a defect in the warranty attributable to The ShowCase Sàrl, the Customer may only obtain compensation for proven direct loss and up to a maximum of the price (excluding VAT) of the defective equipment.

2. The ShowCase Sàrl cannot be held liable in the event of installation or use of the equipment ordered by the Customer, or intervention by the Customer on this equipment, which does not comply with the provisions of the TSC GTC, the SC and the conditions of use and employment communicated by The ShowCase Sàrl to the Customer.

12 Customer's obligations with regard to the use of the ShowCase

- 12.1. The Customer undertakes to use the equipment ordered only for the purpose for which it was intended and to comply with the conditions of use and employment communicated by The ShowCase Sàrl and those set out in the TSC GTC and CP. In this respect, the Customer undertakes to apply any recommendations that may be communicated by The ShowCase Sàrl from time to time to ensure the proper functioning of the equipment.
- 12.2. Any malfunction and/or defect resulting from use by the Customer which does not comply with Article 3 and the conditions set out in the Technical Data Sheet shall be attributable exclusively to the Customer.

13 Ownership of patents, inventions and trademarks

- 13.1. All copyrights, patents, trade and manufacturing secrets and other material and intellectual property rights in the equipment ordered and all information made available to the Customer by The ShowCase Sàrl shall at all times remain the property of The ShowCase Sàrl; the Customer shall not acquire any intellectual property or licensing rights in the equipment ordered and shall not have the right to copy or reproduce all or any part of such equipment.
- 13.2. The Customer is obliged to keep secret all information of The ShowCase Sàrl which The ShowCase Sàrl designates as "confidential" or which, by its nature, is considered confidential (the "Confidential Information") during the contract and after termination of the contract; the Customer undertakes not to communicate it to third parties in any way without the prior written consent of The ShowCase Sàrl.

14 Protection of personal data

- 14.1. If The ShowCase Sàrl processes personal data on behalf of the Customer in connection with the execution of an order, it will do so in compliance with applicable laws and regulations.
- 14.2. The Customer consents to the collection, use and/or transmission by The ShowCase Sàrl of personal data and/or correspondence of the Customer and/or its agents, representatives, employees or other related third parties (the "Personal Data"). The ShowCase Sàrl may collect, use and/or transfer Personal Data for the purposes of processing orders, managing the Customer's account internally and compiling overall statistics on the distribution and use of equipment. The ShowCase Sàrl will take reasonable steps to delete Personal Data when it is no longer required for these purposes. The Customer may request access to and correction of its Personal Data by contacting The ShowCase Sàrl. The Customer agrees to sign the documents necessary for the implementation of this provision.

15 Severability

- 15.1. If any provision(s) of the TSC, CP or other provisions agreed by the parties is (are) held to be unenforceable, the validity of all other provisions shall not be affected. The invalid provision(s) will be replaced, the parties undertaking to negotiate in good faith to this effect, by a valid provision, deemed concluded from the outset, and the content of which will be as close as possible, from an economic point of view, to what the parties had intended. The same rule applies in the event of a loophole.

16 Non-waiver

16.1. Failure or delay by either party to exercise any right shall not constitute a waiver by such party of such right.

16.2. Neither party may rely on the silence of the other party to invoke the existence of a right.

17 Applicable law and place of jurisdiction

17.1. Swiss law is applicable, to the exclusion of conflict-of-laws provisions of private international law. To the extent permitted by law, any dispute arising out of or in connection with these Terms and Conditions and any Order placed hereunder shall be subject to the exclusive jurisdiction of the courts of Geneva. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.