

Conditions All-inclusive Rent (AiR) of GGAG

1.1 General Provisions

1.1.1 Annexes

The following annexes to this contract shall form an integral part of the contract:

- Conditions All-inclusive Rent (AiR) of GGAG, available at: Mieten Sie Ihre Gastro-Spülmaschine | All inclusive Rent | Gehrig Group AG
- General Terms and Conditions (GTC) of GGAG, available at: <https://www.gehriggroup.ch/de/agb/>

1.2 Conclusion of the Contract

The contract is concluded subject to a positive credit check of the customer and the timely payment of the agreed rental deposit. GGAG is entitled to carry out a credit check before the beginning of the contract. If this does not show sufficient creditworthiness, GGAG is entitled to refrain from concluding the contract. In this case, the contract shall be deemed not to have been concluded. The rental deposit must be paid in full within 10 calendar days from the invoice date. If payment is not made on time, the contract shall automatically be deemed not to have been concluded without the need for a separate declaration of withdrawal.

1.3 Contract Components and Hierarchy

In the event of contradictions or inconsistencies between the components of this contract, the following order of precedence shall apply for interpretation:

1. The provisions of this contract document shall take precedence over those of the annexes, unless a provision in an annex explicitly refers to a provision in this contract document and clearly states that the provision of the annex shall take precedence.
2. The annexes shall take precedence among themselves according to the order of their numbering.

1.4 Contract Amendments

1.4.1 Change of Location

To ensure proper functioning, any change of location (even over the shortest distances) must be carried out by GGAG's specialist personnel. Otherwise GGAG shall have the right to withdraw from the contract without delay. In this case, reimbursement for services not provided shall be excluded.

1.4.2 Change of Contracting Party / Contract Transfer

The transfer of this contract to third parties or a change of the contracting party requires the prior written consent of GGAG and is only permitted at the end of a calendar month with a notice period of 60 days. Consent may be made dependent on the machine location remaining unchanged or on relocation and transport being carried out exclusively by GGAG's specialist personnel. All resulting costs shall be charged in full. The new contracting party shall only assume all rights and obligations arising from this contract after a new legally valid signature. Until then, the previous contracting party shall remain fully liable.

1.4.3 Tariff Change

The customer may request at any time in writing a change of the machine type (e.g. replacement of an undercounter machine with a hood-type machine) and/or the number of washing cycles per year. If the change of machine type and/or number of washing cycles results in a higher tariff (upgrade), GGAG shall implement the change at the earliest possible time. If the change results in a lower tariff (downgrade), the change shall take place in the month following the expiry of a three-month period after receipt of the request for change. The contract duration shall not be affected by an upgrade or downgrade. If the machine is replaced before the expiry of 72 months, transport and commissioning costs shall be charged in accordance with the tariffs specified in the contract. The tariff change shall be recorded in the contract at the next opportunity but shall also be effective without formal amendment.

1.5 Service Description

1.5.1 Dishwashing

The machines and the cleaning agents for dishwashing are made available to the customer. GGAG guarantees the functionality of the machines in accordance with their equipment and technical condition corresponding to the year of manufacture of the machines. The prerequisite for the guarantee is the proper use and operation of the machines, the correct execution of the minor maintenance service and the exclusive use of the cleaning agents provided by GGAG. Any further warranty or liability, explicit or implicit, is excluded. GGAG shall not be liable for consequential damages such as business interruption, machine downtime as well as delays in repair work or in the delivery of spare parts and consumables. Otherwise, the warranty and liability provisions according to *Annex 1: Conditions All-inclusive Rent (AiR) of GGAG* shall apply.

1.5.2 External Access

The customer acknowledges that GGAG has access to the machine data via a gateway.

1.5.3 Maintenance Work

Maintenance work shall be carried out during normal working hours: Monday – Friday between 7:00 a.m. and 5:00 p.m. and may also be performed together with troubleshooting.

1.5.4 Troubleshooting

Unexpected malfunctions shall be remedied as quickly as possible, taking into account the availability of the relevant specialist personnel and the nature of the malfunction. Standby service outside normal working hours is not fully covered by the agreed tariffs according to "Tariffs". A standby service fee shall therefore be charged.

1.5.5 Access to the Machine

GGAG's service technician must be granted access to the machine at any time after prior appointment. It is assumed that the workplace is actually available for the technician during maintenance.

General maintenance: The customer is obliged to carry out general maintenance work (such as cleaning all removable parts, etc.) regularly in accordance with the operating and maintenance instructions.

1.6 Water Treatment

1.6.1 Water Hardness Requirements

- Dishwashers

Maximum moderately hard water (15–25° fH)

For completely spotless results and for steam washing, soft water (0–15° fH) is required.

- Other devices

If more than 20,000 washing cycles per year are performed, the customer is obliged to install a water treatment system on site.

Damage caused by excessive limescale (total hardness) in the water shall be charged in full to the customer by GGAG.

1.7 Payment Conditions

1.7.1 Contract Fee

The monthly contract fee is specified in the contract and is payable in advance. GGAG reserves the right to adjust contract fees, billing rates and flat-rate

charges according to new circumstances. In particular, the price is linked to the Swiss Consumer Price Index, with the base year being 2023. The customer will be informed in writing in advance. In this case, the customer has the right to terminate the contract within 30 days after receiving the notice of increase. If the contract is terminated before the expiry of 72 months, decommissioning and transport costs according to "Costs not included" shall apply.

1.7.2 Payment Deadline

GGAG's monthly invoices must be paid net by the 5th day of the following month.

1.7.3 Non-payment

If invoices are not paid on time or are overdue, GGAG shall have the right to terminate the contract with immediate effect and to charge retroactively any discounts previously granted. Furthermore, the machines and already delivered cleaning agents shall be collected. Transport shall be at the customer's expense. As administrative compensation, three additional monthly rental payments shall be charged. If the minimum contract duration has not yet been reached, the remaining monthly payments until the minimum term is reached shall also be invoiced. GGAG also reserves the right to block the machines in the event of non-payment. The monthly tariff remains payable despite the blocking. Once the customer has fully settled the outstanding claim, the blocking of the machines shall be lifted.

1.8 Services Not Included in the Contract

- Water treatment devices (e.g. Brita etc.), descaling devices and partial or full demineralisation systems, unless listed in the contract.
- Rectification of faults caused by repairs or modifications carried out by the customer or third parties.
- Rectification of faults whose cause lies outside the machine, such as defects in water or electricity supply, natural damage, misuse, foreign bodies or similar.
- Rectification of faults caused by improper operation or inadequate cleaning and maintenance or by the use of unsuitable cleaning agents not approved by GGAG.
- Rectification of faults for which GGAG has no liability or warranty according to the GTC.
- Interventions by specialist personnel outside normal working hours that could have been postponed to normal working hours, as well as the cost of public transport and possible overnight stays.

- Change of the machine location and fundamental changes to the basic programming at the customer's request.
- Services according to Wirtetruhehand in case of change of ownership of the machine.
- Standby service surcharges ("Costs not included").
- Accessories not included in the "Tariffs" section such as baskets, pre-rinse sprays, external dosing devices and similar equipment.
- Additional travel costs if the machine location cannot be reached with the service vehicle (travel time from the vehicle to the machine location is chargeable working time unless otherwise agreed).

2 Final Provisions

The contractual relationship shall be governed exclusively by substantive Swiss law, excluding international private law.

For all disputes arising from this contract, the ordinary courts at the registered office of GGAG shall have jurisdiction.