

General terms and conditions

Offers

In principle, our offers remain valid for 30 days, unless agreed otherwise. Cost quotations for installations, repairs and instructions are indicative and are not binding. Additional non-agreed work/expenditure is charged for according to the rates given below.

Mandate/contract

On completion of the mandate, the actual number of hours spent will be charged for, irrespective of the number of hours indicated in the offer or installation contract.

Prices

Unless agreed otherwise, prices are net and exclusive of VAT. Until payment has been made in full, the vendor retains ownership rights on all items delivered, which can be entered at any time in the reservation of ownership register.

Rates

- Shipping costs are always charged to the buyer. CHF 30 supplement for express delivery.
- Personnel costs, excluding VAT (personnel costs arise also in the absence of agreed manpower on the side of the leaser/organiser on-site, if problems have to be remedied at the venue, and in case of dead time caused by the organiser or other companies):

Personnel	Daily rate	Additional hours
Production manager	CHF 1,200 (max. 10 hrs)	CHF 150/hr
Technical manager	CHF 1,100 (max. 10 hrs)	CHF 130/hr
Project manager	CHF 950 (max. 10 hrs)	CHF 110/hr
IT technician	CHF 1,500 (max. 10 hrs)	CHF 180/hr
3D projection/animation	CHF 1,100 (max. 10 hrs)	CHF 130/hr
Operator/programmer	CHF 900 (max. 8 hrs)	CHF 120/hr
Lighting technician	CHF 850 (max. 10 hrs)	CHF 100/hr
Audio technician	CHF 850 (max. 10 hrs)	CHF 100/hr
Video technician	CHF 850 (max. 10 hrs)	CHF 100/hr
Laser technician	CHF 850 (max. 10 hrs)	CHF 100/hr
Assistant technician	CHF 550 (max. 10 hrs)	CHF 60 /hr
Stage director	CHF 1,100 (max. 8 hrs)	CHF 140/hr
Cameraman	CHF 900 (max. 8 hrs)	CHF 120/hr
Make-up artist	CHF 600 (max. 8 hrs)	CHF 80/hr
Expenses	CHF 60	
Overnight stay	According to actual costs (single room)	

Transport

Passenger car	CHF 1 / km
Van <3.5t	CHF 2 / km
Van <8t	CHF 3 / km
Van <28t	CHF 5 / km

3. CHF 50 for outbound and backhaul transit insurance is charged to the client.

Payment terms

Unless agreed otherwise, invoices are payable without deduction within ten days of the invoice date.

If payment deadlines are not met, any discounts are forfeited.

Mandates in excess of CHF 10,000 are payable as follows:

On sales and permanent installations:

- 1/3 on conclusion of contract
- 1/3 on delivery or start of installation work
- 1/3 30 days net (only with bank guarantee)

For leasing and events:

- 50% on conclusion of contract
- 50% 10 days net

Mandates requiring more than two weeks for completion are invoiced on a fortnightly basis.

Arrears

The purchase or customer falls into arrears on expiry of the payment deadline. The interest due thereafter is calculated according to the usual bank interest rates for blank credits, but will, however, be at least 4% higher than the applicable minimum lending rate of the Swiss National Bank.

Delivery times

If items are not available from stock, we will endeavour to meet delivery deadlines, but cannot accept any legal responsibility in this respect, in particular in cases of force majeure or strikes. Liability for damage caused by delivery delays is explicitly excluded.

Liability

Items must not be used or operated for anything other than their intended purpose.

Any other use falls exclusively under the responsibility and full liability of the buyer/leser. In no circumstances is Dell'Era GmbH liable for damage caused directly or indirectly by inappropriate operation or use, and, in particular, for any consequential damage, such as missed earnings or compensation claims from third parties.

The leser is entirely liable for damage to rental items or their loss.

By signing the delivery note, the buyer/leser declares that he has checked the equipment and that it is acceptable. Defects reported thereafter cannot be accepted by Dell'Era GmbH.

If the buyer/leser waives his right to participate in the inventory and/or inspection of the equipment on its delivery or return, the buyer/leser accepts the inventory drawn up by Dell'Era GmbH or its representative.

For non-returned or defective equipment, Dell'Era GmbH charges the leser the full costs of repairing or replacing the equipment in question.

Cancellation

In case of withdrawal from the contract after signature, 50% of the agreed amount remains due. If, in case of withdrawal from the contract, accrued costs exceed this 50%, these additional costs will be charged. In case of withdrawal from the contract ten working days before the event, the whole of the agreed amount is due.

Guarantee

In principle, we guarantee all equipment for 12 months from the date of the invoice, except in the case of second-hand equipment, on which we offer a 3-month guarantee.

If the equipment has been interfered with, any warranty claims are forfeited. The place of performance of the guarantee is the domicile of Dell'Era GmbH.

Expendables and consumables, in particular, bulbs and light bulbs are not guaranteed.

In asserting a warranty claim, if it transpires that there is no defect, the customer is liable for all of the expenditure of Dell'Era GmbH.

Special agreements

The agreed rental period must be adhered to. Amendments must be made in writing and will be charged according to the valid price list. Leased items remain the property of Dell'Era GmbH.

The leaser arranges the infrastructure (power supply, water supply, weather protection, stage, control room, etc.). Agreed mains connection standards must be adhered to as, in particular, voltage deviations can seriously damage equipment, and such repairs will be charged to the leaser in full.

It is up to the buyer/leaser to arrange installation by an electrician.

Multiple customers

In case of multiple customers, they are jointly and severally liable for all obligations.

Applicable law/place of jurisdiction

Swiss law applies.

The place of jurisdiction for Dell'Era GmbH is Basel, Switzerland.

Dell'Era GmbH is, however, entitled to sue the customer at the customer's domicile.

Basel, May 2009