



General Terms and Conditions of Trade

Stage Crew GmbH – Udermülistrasse 28 – 8320 Fehraltorf - Switzerland

1. General

- A) The services of Stage Crew GmbH are limited to the agreed order signed by both parties (in the case of new customers) or the order agreed upon by word of mouth (in the case of standing customers). Any additional services can only be agreed upon and rendered after consultation with the Management or, in urgent cases, with our company rep at the site. Additional services will be rendered on a time-and-materials basis.
- B) In all cases, our employees are supervised and supported by our own organisation. In this respect, neither the client nor third parties are entitled to issue direct instructions to the personnel engaged by us.

2. Price basis

- A) Upon request we will offer the client our services according to our current valid pricelist. The pricelist together with its minimum deployment requirements constitute an integral part of these General Terms and Conditions of Trade.
- B) (Unless otherwise stipulated) prices are understood to be:
- inclusive of processing, personnel social security contributions, business liability insurance and manipulation insurance
 - exclusive of value-added tax, share in transport costs, catering, accommodation, express surcharge.
- C) The start of the work is in Zurich and St Gallen in accordance with the crew capacity.
- D) If the working hours or services offered and agreed upon are overrun, we will apply a corresponding surcharge. If the allotted time is not fully used up, i.e. if the order is completed by Stage Crew GmbH more quickly than agreed, 30% of the remuneration for the unused portion of the order is payable, provided it does not fall short of the minimum deployment times.
- E) A surcharge will be applied on a time-and-materials basis for changes such as increases/reductions in personnel or deferrals.
- F) If the customer cancels an order with less than 48 hours' notice on working days or before the work is due to commence, it is obliged to pay 30% of the agreed remuneration. Any preliminary work already carried out, expenses, salaries, compensation for loss of revenue and claims asserted by third-party companies are chargeable to the client in every case.
- G) A surcharge of 10 – 30% is applicable to the offers for any express orders (reconfirmation at least 10 days before the deployment commences).
- H) If the client fails to make sufficient catering arrangements and unless otherwise stipulated, we will invoice the catering costs according to the pricelist.

3. Payment/down payment

First order and customers from abroad: 100% down payment

Swiss customers: as per agreement

In the absence of any written arrangements, the client will also be deemed to be the invoice recipient and the invoiced party.

Bank details for payments: UBS AG in CH 8098 Zurich, IBAN CH29 0020 8208 9127 6701U

4. Liability

- A) Stage Crew GmbH accepts no liability for damage and losses caused by third parties or through theft.
- B) Stage Crew GmbH accepts no liability for damage caused by our employees unless the damage is the direct result of erroneous instructions issued by an employee of Stage Crew GmbH. Stage Crew GmbH accepts no liability for damage caused by any engaged personnel.
- C) No liability is accepted for missing personnel.
- D) Our business liability insurance covers third-party liability based on statutory third-party liability provisions for personal injury and property damage as set out in the Allianz Suisse insurance policy and the 'General Terms and Conditions of Insurance'. No liability is accepted for any losses and damage to goods during transportation*. The maximum combined single limit per insured event (for personal injury and property damage is set at CHF 5,000,000.00.
- E) Our manipulation insurance covers damage at the replacement value as set out in the insurance policy and the 'General Terms and Conditions of Insurance'. The maximum cover per manipulation is set at CHF 20,000.00.

* Transport may be insured through Stage Crew GmbH on the basis of a separate agreement.

** The maximum cover for manipulations may be increased through Stage Crew GmbH on the basis of a separate agreement.

5. Amendments to these General Terms and Conditions of Trade and/or the pricelist

Stage Crew GmbH is entitled to make amendments at any time. They will be communicated to the customer in writing or by electronic means. If the customer does not accept the amended terms and conditions it must notify us within seven days of receiving them, otherwise they will be deemed approved.

6. The exclusive place of jurisdiction in case of disputes is Pfäffikon ZH.

GTCT 01 2013 please take note of our binding pricelist. It constitutes an integral part of these GTCT