

General Conditions of the Short-Term Rental

1. Scope

The General Conditions of the Short-Term Rental below are applicable to any rental of the machine and/or dishes, hereinafter the "equipment", by bj-coffee SA, on a temporary basis.

2. Rental Duration

The service starts on the day of the delivery of the equipment by bj-coffee SA at the Customer's premises, or the day of its pick-up at bj-coffee SA by the Customer.

The equipment rental ends the day when the rented equipment has been fully received by bj-coffee SA, after checking its integrity and its good working condition.

The Customer may extend the rental period, in agreement with bj-coffee SA. Any newly started rental period will be charged in full.

If the Customer terminates the rental before the maturity, the total amount of the rental remains due.

3. Provision of the Equipment

Unless otherwise provided, the equipment is made available in a complete packaging (cardboard or packing box), of which it is inseparable under the terms of these Rental Conditions.

The equipment packaging must be kept in good condition by the Customer throughout the rental duration.

Transport and movement required further to picking-up and recovery of the equipment can be made by bj-coffee SA or another transportation company.

In case of anomaly or defect found by the Customer upon receipt of the equipment, the Customer has the obligation to establish a protocol signed by the carrier and the Customer, indicating the nature and the importance of the damage. The Customer is obliged to immediately notify bj-coffee SA.

4. Retention of Title

The machines and the dishes delivered remain the property of bj-coffee SA throughout the duration of the agreement.

5. Troubleshooting

Throughout this agreement the machines shall benefit from a total on-site warranty including repair, labour and spare parts required for maintenance. The necessary repairs are carried out on site. In case of major malfunctions, bj-coffee SA shall provide the customer with a free replacement machine.

6. Obligations of the Customer

The Customer agrees to follow the recommendations provided by bj-coffee SA and/or the manufacturer for the use of the machine and its equipment, to allow bj-coffee SA to intervene on site without any hindrance in order to perform any repairs, to exclusively contact bj-coffee SA for any intervention.

7. Return of Equipment

At the end of the rental period, the Customer must return all the equipment and packaging in good operating condition and cleanliness.

bj-coffee SA reserves the right to charge:

- the restoration costs, in case of damage
- the dishes cleaning costs
- the equipment not returned

Consumables returned new in their original packaging are not charged.

8. Applicable Law and Jurisdiction

This agreement is governed by the substantive Swiss law.

The parties undertake to submit any litigation regarding the existence, non-existence, validity, interpretation or breach of this agreement to the jurisdiction of the ordinary courts of the Republic and Canton of Geneva.