

General Conditions of Rental

1. The general conditions of rental govern all business conducted with the hirer. Any arrangements to the contrary shall only be valid if they have been confirmed by Dr.W.A. Günther Media Rent AG in writing.
2. The minimum period of rental shall be one day. The rental charge and ancillary charges shall be paid net within a period of 30 days from the date of the invoice. Contract volumes exceeding CHF 5,000.- are invoiced for 60% of the contract total at time of order. The minimum amount invoiced shall be CHF 150.--. Orders worth less than this limit shall be paid in cash or shall be invoiced with a handling charge of CHF 15.--.
3. The rented equipment together with all its components shall remain the property of Dr.W.A. Günther Media Rent AG. The hirer shall take over responsibility for the equipment from the time the magazine leaves Wetzikon until such time as it is returned there, and shall be fully liable for any damage or loss (damage to equipment through incorrect handling, external influences, third parties, theft, etc.).
4. Equipment that is not returned or is damaged shall be charged to the hirer at the replacement price or at the price of repair.
5. Damage to equipment which is due to incorrect handling or operation shall be charged to the hirer.
6. Insuring the rental equipment including the peripheral equipment against damage, fire-, water-, theft-, weatherrelated damages is the responsibility of the hirer.
7. In the event of theft or loss, the hirer undertakes to always have a police report drawn up. If transport damage is detected, the hirer shall have the carrier draw up a report.
8. In signing the rental document, the hirer confirms that he has inspected the equipment and found it to be in perfect condition. Dr.W.A. Günther Media Rent AG is unable to acknowledge any defects that are only notified subsequently.
9. The hirer may not make changes of any type to the rented equipment. The costs incurred in restoring the equipment to its original state shall be charged to the hirer.
10. Dr.W.A. Günther Media Rent AG retains the right to apply advertising of an appropriate size to the rented equipment. The hirer may not remove or cover up the company logos or writing.

11. If the hirer chooses not to participate in the inventory and technical inspection of the equipment when it is returned, the hirer shall accept the inventory drawn up by Dr.W.A. Günther Media Rent AG.
12. The hirer shall be responsible for obtaining licences or permits to operate the equipment, for SUIZA fees and for any type of performance licences, and shall bear the cost thereof. Dr.W.A. Günther Media Rent AG shall not assume any liability in connection with damage and disturbances that have been caused by the equipment.
13. The daily fee comprises 8 working hours, arrival and back journey included. Intermissions are not counted as working hours.
14. If the hirer cancels the rental of equipment which has already been confirmed, the cancellation costs due shall be
 - up to 60 days prior to commencement of the rental: 5%
 - up to 30 days prior to commencement of the rental: 25%
 - up to 10 days prior to commencement of the rental: 50%
 - up to 3 days prior to commencement of the rental: 75%
 - after this time: 100%of the agreed rental charge. If Dr.W.A. Günther Media Rent AG has already made preparations or turned down rental contracts elsewhere for a sum in excess of the cancellation charge, then Dr.W.A. Günther Media Rent AG shall be entitled to invoice the hirer for the actual amount involved.
15. All business relations shall be subject to Swiss law. Any disputes shall be settled exclusively by the courts of Hinwil.

Wetzikon, July 1st, 2022