

## GENERAL CONDITIONS APPLICABLE FOR CONTRACTS LEASES

### 1. PURPOSE OF THE CONTRACT

Axius SA states, for the agreed duration, specific equipment available to the tenant, for rental use. Axius SA acts both on its own behalf and on behalf of Axius Services SA. For the duration of the contract of the rental object belonging to Axius SA. The sublease and any other transfer of the leased object to third parties are prohibited, under a penalty payment as compensation for contractual penalty in suisse francs, in respect of section 160 C.O. The lease contract must necessarily be tied to a maintenance contract

**2. START / DURATION / TERMINATION OF THE CONTRACT** The minimum agreed duration will start : for equipment to be delivered ; the first day of the month following their installation, for equipments already installed : the first day of the month following the entry into force of the contract. At the end of the fixed term initially agreed the contract will be renewed every twelve months, unless terminated in writing by either party in accordance with a notice period of ninety days before each due date.

### 3. DELIVERY, ROUTING, REMOVAL

The delivery will be made if possible on the desired date by the tenant. However, delays will give the tenant neither right to termination of contract nor right to compensation. Delivery charges and removal will be borne by the tenant. Special transport will be charged according to agreed special rates.

Installation and initial training of operators will be charged. Ensure the tenant to provide the prerequisites for installation (electrical connections, cooling may be necessary, etc. ...)

Changes of site will be informed by the tenant to Axius SA, exclusively, that will be charged in current rates. Removals require the award of a service contract and are not included in the rental fee. Transferring the equipment outside the maintenance area of Axius is prohibited.

### 4. TAKING DELIVERY

Individual equipment will be considered as fully deliver as soon as received by the tenant. The moment the equipment is installed the use and function will be taken in account.

### 5. RESPONSIBILITY

Axius SA assumes no liability for damages caused to third parties or consequential damages, loss of data, lack of profit, cease of operation etc. The risk of loss or damage to the subject of the lease by the action of fire, water, following a burglary, theft or force majeure shall be borne by the tenant. Axius SA do not respond fees and consequential damages which may result for example from the temporary stop of the equipment in case of malfunction or during maintenance. Responsibility for Axius will always limit the equivalent of the annual rental charge.

### 6. REMUNERATION / REMUNERATION PAYEMENT CONDITIONS

The base fee and / or the minimum rights shall be payable in advance in accordance with the accounting periods specified by the lease. For the month of installing the calculation will be pro rata calendar days from the date of installation. Billing will be handled by Axius SA or Axius Services SA. All invoices are payable net and without discount within ten days from the date of their instalment, interest at 7% being from that date. Axius SA or Axius Services SA may require payment of bills directly by debit.

### 7. PRICES AND TAXES

Each year, Axius SA or Axius Services SA may adjust the fixed prices according to increases in costs (suppliers, energy, transport, etc.). The adjustment will be applied automatically below a 15% increase.

**7.1** All prices indicated in the price list of Axius SA or Axius Services SA are not binding. They may be modified at any time following variations in exchange rates and modified cost prices, as well as due to a change in customs or tax legislation.

**7.2** All prices quoted, transport and shipping costs as well as advance recycling tax (TAR) are always exclusive of applicable value added tax (VAT).

**7.3** In the presence of a difference of more than 15% concerning at least one determining variable for the calculation of the click price (coverage rate, volume of impression, quantity of A3) occurring during the duration of the contract, Axius SA or Axius Services SA may adjust the click prices.

### 8. OBLIGATION TO PROVIDE INFORMATION

The tenant will inform Axius without delay of any measure that would in any way constitute a risk to property rights on the subject of the lease (seizure, confiscation, acts of sovereignty).

### 9. EXTRAORDINARY TERMINATION

Axius SA is entitled to terminate the contract immediately if the tenant fails to meet its payment obligations despite a warning and / or property rights of Axius SA are compromised or threatened in any way whatsoever. In case of early termination of the contract for the reasons described in the preceding paragraph, Axius SA is entitled to remove immediately the subject of the lease, claiming the fees due, plus any arrears interests, and claim damages interests. In this case an amount equal to the remaining months of rental and contractual penalty as defined in section 160 of the CO without prejudice to the right to claim additional damages interests. The tenant is entitled to terminate the lease at the end of an accounting period, in writing and in accordance with a notice period of ninety days, if Axius SA fails to meet its contractual obligations.

### 10. VARIOUS

The lessor is entitled to cede claims arising from this contract to a Partner for the purpose of refinancing. The Partner has the right to transfer to third parties, partially or fully, the ownership of the object and / or claims acquired. (Note: The Partner should have the right to transfer ownership of the leased property and claims but not the whole relationship of lease). The tenant is not entitled to offset his own claims with any obligations to the lessor.

### 11. WRITTEN FORM

Any modification of the contract and further require the written form.

### 12. EXTENSTION OF THE JURISDICTION CLAUSE

For any dispute arising from this contract, the parties will make choice the jurisdiction before the courts in the seat of Axius SA, namely before the courts of Sion (Valais).

### 13. RIGHT OF RETENTION

Axius SA is authorized to notify the owner of the commercial establishment, that the copier, subject of this rental contract, is and will stay on his property. The fouding partner has no right of retention on this machine, according to art. 268 CO. The subject of this present leasing may not become integral part of the building in which it is installed.

The tenant of the contract is obliged to inform Axius of every confiscation seizure, retention or receivership proceedings, as well as bankruptcy proceedings against ihm. It will indicate immediately to the office of bankruptcy proceedings of the properties of Axius SA rights to the object. The tenant of the contract shall pay all costs of the procedures necessary to dismiss such claims could cause to Axius SA.

### 14. RENTAL AND MAINTENANCE

See terms and conditions n° 1003

....., then .....

Date and place

Axius SA

The contract holder

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