

# General Terms of Rental for Crane Camera Systems

## 1. General

1.1 **Scope.** These general terms and conditions (the “Conditions”) govern the rental, delivery and return of Pix4D crane cameras and related accessories (the “System”) by Pix4D SA, a Swiss corporation having its registered seat at Route de Renens 24, 1008 Prilly, Switzerland (“Pix4D”) to a customer (the “Customer”, Pix4D and the Customer collectively, the “Parties”).

1.2 **Acceptance of Conditions.** By renting the System, Customer agrees to the applicability of the Conditions in respect of all transactions relating to the System’s rental. Without prejudice to the Conditions, Pix4D draws the attention of Customer on the existence of other applicable contractual terms, such as the end-user license agreement (<https://pix4d.com/eula>), which sets the terms for the use of the Pix4D software.

1.3 **Personal Use and No Sub-rental.** Any rental agreed under these Conditions is strictly personal. Customer shall not sublease the System or any part thereof to a third party. Further, the System shall not be used or operated by anyone other than the Customer or an employee thereof.

## 2. Rental

2.1 **Quotations.** Unless stated otherwise by Pix4D, quotations merely constitute an invitation to Customer to place an order and are not binding on Pix4D. All quotations issued by Pix4D are revocable and subject to change without notice and without indicating reasons.

2.2 **Confirmed Rentals.** Offers are not binding until accepted by Pix4D in writing on the rental form (the “Confirmed Order”, respectively, the “Rental Form”). Pix4D shall be entitled to refuse a non-confirmed order without indicating the reasons. Verbal or written agreements and changes to orders that have been placed likewise always require written confirmation by Pix4D in order to become valid.

2.3 **No cancellation.** Confirmed Orders are non-cancellable and payments made are non-refundable. Pix4D may, in exceptional circumstances, agree in writing to the cancellation or alteration of a Confirmed Order provided that all costs be exclusively borne by Customer.

2.4 **Ownership.** Pix4D shall retain full ownership of the System even if installed in or attached to real property. Customer shall have no right or property interest therein, except for the right to use the System as provided under these Conditions.

## 3. Rental Fees and Payment

3.1 **Rental Fees.** Customer shall pay the monthly fees in accordance with the terms specified in the Order Form. Prices do not include value added tax or any other applicable taxes or costs, which shall be for Customer’s account and shall be added to each invoice.

3.2 **Rental Period.** The rental period shall start on the day the System is delivered as per section 5.1 and end on the day where it is returned as per section 7.1 (the “Rental Period”), it being specified that if the System is not shipped for return within 3 days of the last day of rental, the Rental Period shall be automatically extended and rental fees shall be due accordingly. A full month of rental fees shall be charged for any additional started month.

3.3 **Payment.** Rental payments foreseen by the Order Form must be made in advance, through [www.pix4d.com](http://www.pix4d.com) or by wire transfer to the bank account indicated by Pix4D. All other payments owed under the Conditions are due within 15 days as from the date of the invoice.

3.4 **Full payment.** All payments shall be made without any deduction. The place of payment for all payments to be made by Customer is the registered office of Pix4D.

**3.5 Late Payment.** With regard to payment, Customer acknowledges and agrees that time is of the essence. Pix4D may, without prejudice to any other rights of Pix4D and without a written reminder, charge interest on any overdue payment at 5% (five percent) per annum from the due date computed on a daily basis until all outstanding amounts due by Customer are paid in full. All costs and expenses incurred by Pix4D with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Customer's account.

#### **4. Delivery**

**4.1 Delivery.** Pix4D shall organise the shipment at its costs and bear the risks until the System is at the disposal of the Customer at the place indicated on the Confirmed Order. In case of international delivery, Pix4D shall further clear the System for export, it being specified that Customer shall be the importer of record and, as such, shall obtain at its own risk and expense any import authorization, carry out all customs formalities and pay any costs (incl. import duties, taxes or customs clearance costs) in relation to the import of the System.

**4.2 Inspection.** Customer must inspect the System immediately upon receipt and satisfy himself/itself that the delivered goods are undamaged and in conformity with the Rental Form. Any apparent damage must be immediately notified to the carrier, prior to accepting delivery. In any event, all complaints regarding the System must be made in writing and reach Pix4D within 5 days of delivery. Provided damage during transport is confirmed by the carrier, Pix4D shall deliver a new System as per the Confirmed Order. Failure to complain within the appropriate time or any use of the System shall be deemed to be an unconditional acceptance of the delivered goods and waiver of all claims in respect thereof.

**4.3 Delay.** Unless stated otherwise in the Confirmed Order, any times or dates for delivery by Pix4D are estimates and shall not be of the essence. Pix4D is entitled to deliver the System as stated in the Confirmed Order in parts and to invoice separately. Delay in delivery of the System shall not relieve Customer of his/its obligation to accept delivery thereof, unless Customer cannot reasonably be expected to accept such late delivery.

#### **5. Duties of the Customer During the Rental Period**

During the entire Rental Period (which covers – for the avoidance of doubt – the whole duration where the System is in possession of the Customer), the Customer shall be bound by the following undertakings.

##### **5.1 Use**

(a) The Customer agrees to properly follow the operating and service instructions and to have the System operated only by personnel with the required knowledge and skill.

(b) The System must be looked after and handled carefully, in particular during installation and removal.

(c) The Customer shall provide and equip the System with appropriate power and internet connection (via SIM card or Wi-Fi), for which Pix4D assumes no liability. The Customer undertakes to protect the System from electrical overload and shall be fully responsible for any damage in relation thereto (see section 7.2).

(d) The Customer acknowledges that the use of the System may be subject to requirements or limitations under any law, statute ordinance, regulation, code or standard ("Laws and Standards"). Customer shall be exclusively responsible for ensuring compliance with all Laws and Standards associated with his/its intended use of the System and for obtaining all necessary approvals, permits or clearances for such use.

##### **5.2 Damage and Repair**

(a) Any damage to or malfunction of the System during the Rental Period must be immediately notified to Pix4D.

(b) Any repair on the System shall be exclusively performed by Pix4D personnel. Customer shall not disassemble or open the System, attempt any repairs or make any modifications thereto unless instructed by Pix4D personnel in writing.

### 5.3 Ownership Protection.

(a) The Customer shall only be allowed to attach the System to other equipment temporarily, as required by the normal use of the System.

(b) The Customer shall keep the System separate from its own equipment and shall mark it to indicate that it is Pix4D's property.

(c) The Customer shall ensure that any ownership labels remain safely attached on the System under all circumstances and refrain from removing them.

(d) In the event the System is levied upon or is threatened with seizure or the like, in particular during debt-recovery, insolvency or receivership proceedings, Customer shall immediately notify Pix4D and take all actions and file all petitions required to inform third parties and defend Pix4D's ownership interest in the System. Customer shall indemnify Pix4D against all loss and damages by such action.

## 6. Return of the System and Liability for Damages

6.1 Return. Unless otherwise indicated by Pix4D, the Customer shall organise the return shipment at its costs and bear the risks until the System is at the disposal of Pix4D at the place indicated on the Confirmed Order. In case of international return shipment, Customer shall further clear the System for export, it being specified that Pix4D shall be the importer of record and, as such, shall obtain at its own risk and expense any import authorization, carry out all customs formalities and pay any costs (incl. import duties, taxes or customs clearance costs) in relation to the import of the System back in Switzerland. The Customer shall provide for appropriate insurance for the System during the return shipment. Section 4.2 shall apply in case of delay and the Rental Period be extended accordingly.

6.2 Liability for Damages. The System must be returned in good working condition at the end of the Rental Period. The hand-over to the carrier for return to Pix4D shall constitute confirmation thereof. Any cost of damages to, loss or destruction of the System during the Rental Period outside of normal wear and tear shall be reimbursed by the Customer, including damage caused by improper use, treatment or storage.

## 7. Limited Warranties and Liability of Pix4D

7.1 **Limited Warranty.** Pix4D solely guarantees that the system shall be free from defects in material and workmanship upon delivery. Pix4D gives no further guarantees, express or implied, including, without limitation, the condition, merchantability, design, capacity, performance, fitness for any specific purpose and absence of down-time of the system or of the data produced by it. The warranty shall not apply to any system, or portion thereof, which has been subject to abuse, misuse, improper installation, maintenance or operation, electrical failure or abnormal conditions, or unauthorized tampering, modification or repair.

7.2 **Exclusive remedy.** Customer's sole remedy under the warranty (see section 8.1) shall be limited to, at Pix4D's discretion, the replacement or repair of the defective system, to the exclusion of all other remedies.

7.3 **Limited liability.** Pix4D shall assume no liability of any kind (incl. direct, indirect or consequential damages) in connexion with the system or the rental thereof to the fullest extent permitted by law, it being specified that the exclusion of liability does not apply in case of wilful misconduct or – except with respect to auxiliaries – in case of gross negligence by Pix4D. In particular, Pix4D shall not be liable for any damage or harm (including bodily injury or death) in relation to improper installation, use, maintenance or operation of the system, electrical failure or overload of the system, or any failure to comply with operating and service instructions.

7.4 **Indemnity.** The customer shall indemnify and hold Pix4D harmless from and against all claims, proceedings, costs, expense, damages and liability, including attorneys' fees, arising out of or connected with, or resulting from the installation, possession, use, operation or return of the system by the customer.

## 8. Miscellaneous

8.1 **Independent Parties.** Pix4D and the Customer are independent parties, and the relationship created hereby shall not be deemed to be that of principal and agent. The Customer shall under no circumstances be allowed to represent Pix4D or allow or encourage a third-party to believe in the existence of such powers.

8.2 **Heading.** The headings contained in the Conditions are included for mere convenience of reference and shall not affect its construction or interpretation.

8.3 **Complete Agreement.** These Conditions, the Order Confirmation and any additional Pix4D terms embody the entire understanding between the Parties and supersede all previous agreements whether in writing or orally regarding its subject matter. In case of discrepancy between them, the order of descending precedence shall be 1) Order Confirmation, 2) additional terms, 3) Conditions.

8.4 **Waiver.** Failure by Pix4D to enforce at any time any provision of the Conditions shall not be construed as a waiver of Pix4D's right to act or to enforce any such term or condition and Pix4D's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Pix4D of any breach of the Customer's obligations shall constitute a waiver of any other prior or subsequent breach.

8.5 **Severability.** If any provision of the Conditions is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the legal and economic intent of the Parties to the fullest extent possible. In any event, all other provisions of the Conditions shall remain valid and enforceable to the fullest extent possible

8.6 **Non-Assignment.** Neither Party may assign any of the rights or obligations under the Conditions or a Confirmed Order without the prior written consent of the other Party.

## 9. Applicable Law and Jurisdiction

9.1 **Applicable Law.** The Confirmed Order and the Conditions shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to the conflict of laws provisions thereof. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) shall not apply.

9.2 **Jurisdiction.** Any dispute arising out of, or in connection with, the Confirmed Order and/or the Conditions shall be exclusively submitted to the courts of Lausanne, Switzerland, without prejudice to a possible appeal to the Swiss Federal Tribunal.

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Should You have questions or comments regarding the Terms or suggestions regarding their improvement, please contact our support team at [sales@pix4d.com](mailto:sales@pix4d.com) or by phone at +41 21 552 05 90.

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