

General Terms and Conditions (GTC)

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1. Scope

1.1 These General Terms and Conditions (GTC) apply to all services provided by the contractor in the field of event technology, especially for the planning and execution of event rigging according to the IGWW standard SQQ2.

1.2 Deviating or supplementary agreements are only effective if made in writing; transmission via email satisfies this requirement.

1.3 General Terms and Conditions of the client do not apply unless their validity has been expressly agreed upon in writing.

2. Subject of the Contract

2.1 The contractor provides services in event technology and rigging, observing recognized professional standards and complying with all applicable safety regulations.

2.2 The scope of services may include, in particular:

- Planning and technical preparation of the event, including the creation of rigging plans, safety concepts, and personnel booking.
- Execution of rigging work, including all necessary work at heights.
- Provision of personal fall protection equipment (PFPE) for the personnel deployed.
- Activities in various functional roles, especially as rigger, slinger, hoist operator, head of rigging, or stage manager.

3. Conclusion of Contract

3.1 Offers by the contractor are non-binding and subject to change.

3.2 A contract is only concluded upon written order confirmation by the contractor.

3.3 Oral side agreements are only valid if confirmed in writing.

4. Scope of Services and Changes

4.1 The contractually owed scope of services results from the written order confirmation.

4.2 Changes or extensions of the agreed scope require written confirmation by the contractor. Any additional costs incurred will be invoiced separately.

4.3 The contractor is entitled to employ qualified vicarious agents to fulfill the order.

4.4 Exclusion of Additional Services

The contract exclusively covers the activities explicitly stated in the contract or service description in the field of event rigging. Additional services such as logistics, loading and unloading of vehicles (e.g., trucks), setup, dismantling or operation of lighting, sound, or video technology, as well as other services not

explicitly agreed upon, are not part of the contract and will not be assumed. The client is responsible for such services or must commission them separately.

5. Working Hours, Overtime, and Special Working Times

5.1 Daily and Maximum Working Hours:

Daily flat rates are based on a maximum deployment time of 10 hours per day. For physically particularly demanding work or work at height, the maximum deployment time is 8 hours per day.

5.2 Early Completion of Work:

If work is completed early, the agreed invoiced amount will be charged in full, unless canceled in time or deviating or supplementary agreements have been made in writing (see 9.2).

Workdays with less than 10 hours of working time will generally be charged with a daily flat rate.

5.3 Overtime:

The first overtime hour is charged with a 10% surcharge on the agreed daily rate. From the 11th working hour, 1.5 daily rates will be charged.

5.4 Night Work:

Night work is any activity between 11:00 p.m. and 6:00 a.m.

If a contract falls wholly or partially within this time, a remuneration of 1.5 daily rates is generally charged.

If night work exceeds 5 hours, 2 daily rates will be charged.

5.5 Exception for Events with Longer Breaks (Rock'n'Roll):

For assignments where there is a break of more than 5 hours between setup and dismantling, the night work regulation according to clause 5.4 does not apply.

5.6 Start of Work, End of Work, and Travel Time:

Work starts when departing from the company headquarters and ends upon return. Travel time is counted as working time.

5.7 Accommodation and Meals:

Depending on the place of deployment, time, and duration of the assignment, a single room must be provided for the personnel deployed. If no meals are organized, meal costs will be invoiced either on the basis of receipts or as a flat rate (breakfast: 20 CHF, lunch: 35 CHF, dinner: 35 CHF).

6. Duties of the Contractor

The contractor undertakes to perform the accepted work professionally, safely, and with due care and to treat all information received within the scope of the contract confidentially.

7. Duties of the Client

7.1 The client is obliged to provide all necessary information, documents, and access for the execution of the order in due time.

7.2 The client must comply with all legal requirements, particularly regarding work permits, occupational safety, and health protection.

7.3 The client must inform the contractor of any special hazards at the place of deployment before work begins.

8. Deadlines, Delays, and Force Majeure

8.1 The contractor adheres to agreed deadlines unless unforeseen or contractor-uncontrollable circumstances occur.

8.2 Delays caused by missing or insufficient information from the client or third-party behavior are at the client's expense.

8.3 In case of force majeure, such as natural disasters, official measures, or illness, the contractor is released from the obligation to perform for the duration of the disruption.

9. Cancellations and Withdrawal

9.1 Already rendered services will be charged on a pro-rata basis in any case.

9.2 The following cancellation conditions apply:

- Up to 7 days before the start of the order: 50% of the agreed fee,
- 7 to 2 days before the start of the order: 75% of the agreed fee,
- Less than 48 hours before the start of the order: 100% of the agreed fee.

10. Fees and Payment Terms

10.1 Fee rates (net, plus expenses):

- Rigger, rigging technician, slinger, hoist operator: 750 CHF per day
- Head of Rigging / Stage Manager: 900 CHF per day
- Planning work: 90 CHF per hour

10.2 Expenses, Transport, and Travel Costs:

Company vehicle trips are charged at 0.70 CHF per kilometer.

Parking fees, flights, accommodation, and meal costs are borne by the client.

10.3 Travel and Off-Days are charged at 100% of the agreed daily fee.

10.4 Production-related expenses are due immediately. Copies of receipts will be enclosed.

10.5 Provision of Equipment:

Personal fall protection equipment is provided by the contractor.

Special tools or machines, such as lifts, must be provided by the client.

11. Invoicing, Payment Terms, and Dunning Fees

11.1 Invoices are payable within 14 days net without deduction.

11.2 For each reminder, a processing fee of 25 CHF will be charged.

11.3 In case of payment default, the contractor is entitled to suspend work until payment has been made.

12. Liability and Insurance

12.1 The contractor is liable only for damages caused by intentional or grossly negligent conduct.

12.2 Liability for consequential damages, lost profits, or production downtime is excluded.

12.3 The client is obliged to take out adequate organizer liability insurance for the event period.

13. Data Protection

13.1 The contractor processes personal data exclusively to fulfill the contractual relationship.

13.2 Disclosure to third parties occurs only if legally required or necessary for contract fulfillment.

14. Final Provisions

14.1 Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

14.2 Place of jurisdiction is Zurich. Swiss law exclusively applies.

14.3 The contractor reserves the right to amend these GTC at any time. The version valid at the time of contract conclusion shall apply.