

Hardware Agreement

between

Ruler GmbH Seestrasse 4, 3700 Spiez, Switzerland, CHE-186.532.610
("Provider")

and

[Client Name] [Client Address], [Client Registration Number if applicable]
("Client")

collectively the "Parties"

1. Subject Matter

The Provider supplies hardware to the Client under the terms specified in the Offer, either as a rental or a purchase. The Offer forms an integral part of this Agreement.

2. Hardware Specifications

The hardware configuration, specifications, and pricing are defined in the Offer.

3. Delivery and Risk

3.1 The Provider delivers and installs the hardware at the location specified in the Offer at no additional cost.

3.2 Risk of loss or damage passes to the Client upon delivery.

3.3 For rentals, risk returns to the Provider upon collection of the hardware from the Client's premises.

Part A: Rental Terms

This Part applies if the Offer specifies rental.

A.1 Term and Renewal

- (a) The minimum rental term is three months from delivery.
- (b) After the minimum term, this Agreement renews automatically on a monthly basis under the same conditions unless terminated.
- (c) Either Party may terminate with three months' prior written notice, effective at the end of a calendar month.
- (d) After twelve months from the Effective Date, the Provider may adjust pricing with 90 days' prior written notice, effective at the next renewal.

A.2 Maintenance and Repairs

- (a) The Provider is responsible for maintenance and repairs throughout the rental term.
- (b) The Provider uses reasonable efforts to repair or replace defective hardware within one week, though this timeframe is not guaranteed.
- (c) The Client shall notify the Provider promptly of any defects or malfunctions.

A.3 Return

- (a) Upon termination, the Client shall make the hardware available for collection in the same condition as delivered, fair wear and tear excepted.
- (b) Collection is at no cost to the Client.

Part B: Purchase Terms

This Part applies if the Offer specifies purchase.

B.1 Title

Title to the hardware passes to the Client upon delivery.

B.2 Warranty

- (a) The Provider warrants that the hardware is free from defects in materials and workmanship for 24 months from delivery.
- (b) The Provider uses reasonable efforts to repair or replace defective hardware within one week, though this timeframe is not guaranteed.
- (c) This warranty does not cover defects caused by misuse, unauthorized modification, or external factors.

B.3 Maintenance

After delivery, the Client is responsible for maintenance unless a separate maintenance agreement is concluded.

4. Fees and Payment

- 4.1** Fees are specified in the Offer.
- 4.2** Rental fees are invoiced monthly in advance. Purchase fees are invoiced upon delivery.
- 4.3** Invoices are due within 30 days of issue.
- 4.4** All amounts are exclusive of VAT, which shall be added where applicable.
- 4.5** No late payment fees apply.

5. Liability

- 5.1** The Provider's total liability under this Agreement is limited to the fees paid by the Client in the twelve months preceding the claim.
- 5.2** This limitation does not apply to damages caused by gross negligence or wilful misconduct.

6. Governing Law and Jurisdiction

This Agreement is governed by Swiss law. The courts at the Provider's registered office have exclusive jurisdiction.

Signature Page to the Hardware Agreement

On behalf of Ruler GmbH:

[Provider Signature Full Name], [Provider Signature Title]

On behalf of [Client Name]:

[Client Signature Full Name], [Client Signature Title]