

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. PRICE CHANGES

Axius SA has the right to change prices in accordance with a notice period of ninety days. The increase will be by registered mail addressed to the tenant. Within the first twelve months after installation, Axius SA will waive any increase.

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. EXTENSION 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).

....., then
Date and place

Axius SA

The contract holder

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GENERAL CONDITION APPLICABLE TO MAINTNANCE CONTRACTS

1. PURPOSE OF THE CONTRACT

These conditions apply to all services offered by Xerox, for customers of Axius. The maintenance contract is required if you have a lease contract.

2. DURATION OF THE CONTRACT

This service contract is terminated for a period of 1-5 years depending on the maintenance contract. When the contract ends, the same is renewed automatically from year to year for a duration of one year, unless you want to cancel the contract, it must be by registered letter, of one of the two parties, and this has to be in the last three months before the end of the maintenance contract.

3. MAINTENANCE OF EQUIPMENT

3.1 The fee covers :

- Repair and preventive maintenance
- Repair or replacement of all components and maintenance that has become impossible for ordinary usury.
- Support from a helpline
- The provision of convenience goods necessary to the standard operation (with the exception of paper, staples and other print media).

3.2 Are not covered by the fees page:

All other work and all other interventions not specifically mentioned in section 3.1 is including:

- Maintenance work performed outside in normal hours of availability (office hours) Axius SA work
- Special consummation products
- The exchange of reprographic units, clips, etc. and their delivery to specific models.
- Repair of damage to the object of the contract caused by misuse, mishandling or other actions which Axius SA or Axius Services is not responsible, such as damage caused by forces of nature, acts of third parties, the use of consumer products inappropriate, unsuitable site changes, etc..
- The initial training of the operators, the number of people, length of training and the place being fixed separately. Training can also make the delivery of material information.
- Tasks in accordance with instructions, has to be executed by trained operators by Axius SA
- The general cleaning work has to be performed in accordance with the manual
- The computer crashes, software updates and relocations or reinstatements.

4. AVAILABILITY OF MAINTENANCE SERVICES

Unless otherwise agreed, Axius SA or Axius Services SA, will provide maintenance services in accordance with the following schedule:

Normal availability: Monday to Friday, 8:00 am to 17:00 pm

Special availability: availability extendable after special agreement.

5. VOLUME ADJUSTMENT OF COPIES

A copy volume adjustment is possible every twelve months from the date of departure of the maintenance contract.

6. REMUNERATION / PAYMENT CONDITIONS

6.1 The basic fee and / or minimum rights are paid in advance according to accounting periods specified in copies of additional maintenance contracts or printing costs will be charged later.

6.2 Pages that exceed the agreed minimum volume within the volume of services are charged at a fixed price per page previously agreed.

6.3 In the case that the volume included agreed is not reached, no credit would be accepted, a compensation of volumes between different maintenance contracts would not be possible.

6.4 The client intends to transmit once a year to Axius SA the statement page of the counter in a time of 30 days after demand. If the counter statement is not transmitted, Axius establishes an invoice based on an estimate of the client consummation. The information gathered at the time of the technical interventions and toner orders underlies the estimation.

6.5 Billing is made by Axius SA or Axius Services SA. All invoices will be paid net and without discount within ten days from their date of creation, an interest at 7% is due at that date. Axius SA or Axius Services SA may require payment of bills directly by debit.

7. PRICE CHANGE

Axius SA or Axius Services SA has the right to change the price of maintaining compliance with a delay of 90 days notice. The increase will be addressed by mail to the tenant. Within the first 12 months followed by the installation, Axius SA or Axius Services SA will relinquish to all price increases.

8. WRITTEN FORM

Any modification due and any supplement to this contract require written form.

9. EXTENSION 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).

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