

Article 1 Delivery and return

1.1 – Delivery of the Furniture

Myotaku SA delivers to the Client the furniture ordered and described in the enclosure to the specific conditions and hereafter referred to as the "Furniture". The Client verifies immediately and attentively the condition of the Furniture. If he notices defects, he must report them immediately to Myotaku SA. If he does not do so, he will have to remedy solely to defects of the Furniture.

1.2 – Return of the Furniture

Following the Furnishing and Service agreement, at the term of the agreement, if the Client doesn't become the owner, he undertakes to return immediately the Furniture to Myotaku SA in perfect condition of functioning and of maintenance.

The failure of the Client to return the Furniture will trigger, without notice, the obligation of the Client to pay an indemnity constituted (i) a penalty of 20% of the total value of new Furniture as indicated in the inventory made at the time of the delivery and (ii) any damages or interests that may result of the delay.

In case of impossibility to return the Furniture, the Client undertakes to pay to Myotaku SA the value as new of the Furniture as indicates in the inventory made at the time of the delivery.

Article 2 Charges and payments

As consideration for the services rendered (elaboration of the project, interior design, scenarisation of the rooms, order of the Furniture, delivery, putting up, decoration, little works, installation of the lightening, maintenance services, dismantling, return of the Furniture, insurance, guaranties), the Client owes to Myotaku SA a monthly fee for each month of the rental term. The fee is due the 1st day of the month.

Article 3 Premises / complains with regulations

3.1 – Premises

Except a written agreement to the contrary of Myotaku SA, the Client undertakes that the Furniture:

Will not be removed from the premises specified in the specific conditions (hereafter "the Premises"),

Remains free of access during the transport, the delivery, the putting up, the dismantling, the return of the Furniture

Complies with all applicable legal and regulatory conditions (security, lightening, aeration, etc.) applicable to the Premises.

With the Client authorization, Myotaku SA can control the Furniture at any time.

3.2 – Complies with legal requirements

The Client is solely responsible of the conformity of the Furniture with all contractual, legal and regulatory conditions applicable to the use of the Premises. He undertakes to indemnify and hold harmless Myotaku SA of any damaging consequences which may result from the non compliance with the requirements stated hereof. In case of cancelation or interruption of his right to occupy the Premises for whatever reason, the Client will remain liable to pay the full fees.

Article 4 Liability

As from the delivery of the Furniture, the Client remains the sole guardian of the Furniture and sole responsible for any thefts, losses, damages affecting or caused by the Furniture or its use. The Client undertakes to indemnify Myotaku SA for any damages, loss, responsibilities, cost or fees sustained or supported by Myotaku SA and resulting from theft, loss, damages sustained or caused by the Furniture or its use.

Article 5 Insurance, civil responsibility

The Client confirms that he has entered into a civil liability insurance policy covering any damages suffered by persons authorized by the Client to use the Furniture and undertakes to hand out to Myotaku SA, upon first request, a copy of his insurance policy.

Article 6 Various undertakings

6.1 - Use

The Client confirms that he knows the functioning and the manipulation of the Furniture.

He undertakes:

To use the Furniture according to its usual destination, not to do or to leave someone do anything that may trigger its deterioration or disappearance, to make the necessary reparations and to maintain it in good use and conditions, to comply with the specific recommendation, specific utilization advises and appropriate warnings of Myotaku SA that he recognizes to know, in particular in this agreement, the technical instruction and all documents that have been handed out to him at the delivery;

Not to do any modification or reparation, as small as they may be, without the agreement of Myotaku SA;

To use the Furniture in areas covered and sheltered from water infiltration, except for the Furniture intended by nature to be used in open spaces and on stabilized grounds, and

To return it to Myotaku SA free of any objects.

6.2 - Property

During the initial term of the agreement, the Furniture for which the use is assigned to the Client remains the entire property of Myotaku SA.

The Client forbids himself to assign, rent, lend, move, pledge, let it seized by, or to, a third party until its restitution to Myotaku SA. He will undertake the necessary steps to avoid that the Furniture becomes an integrant part or an accessory of the Premises. He authorizes Myotaku SA to inform the lessor of the Premises in which the Furniture has been delivered that the Furniture is the property of Myotaku SA.

The Client reports immediately to Myotaku SA any claim of a third party or any infringement to the Furniture, such as an eviction, a seizure, a retention, a freezing order. He supports all costs (including any costs or legal expenses as well as any fees or charges of counsels) incurred by Myotaku SA to have its property right recognized.

At the end of the initial term, the property is transferred to the Client, following the Furnishing end Services agreement.

Article 7 Default interest

In case of delay of any payment, the Client will owe a default interest of **5% by year** and this without any prior notice.

Article 8 Termination

Except any written agreement to the contrary, the parties may not terminate the agreement between the date of the entering into this agreement and the end of the initial term of this agreement.

However, Myotaku SA may at any time terminate the agreement, recover the Furniture and request an indemnity if:

The Client is in default for the payment or violates any contractual obligation and that he has not remedied to such failure within 10 days following the date of the notification of such payment default or of such violation of a contractual obligation, or

The Furniture must be removed because the Client has no longer the right to occupy the Premises (for example in case the lease agreement has been terminated by the lessor of the Premises or for any reason), or

The situation of the Client is modified in such a way that the rights of Myotaku SA are in danger, in particular if the Client becomes insolvent, presents a petition for its winding up, is subject to a seizure or a freezing order, or is declared in bankruptcy.

The above mentioned indemnity will be constituted of:

The fees due and unpaid;

The future fees due until the end of the initial term of the agreement;

Lump sum of CHF 1'500 for the cost related to the dismantling, transport, repair and storing.

If the Client renounces to the delivery of the Furniture or terminates the agreement before or during the initial term, Myotaku SA has also the right to request the payment of the above mentioned indemnity.

Article 9 Assignment

The rights and obligations resulting from or out of this agreement may be assigned, transferred or pledged in favor of a third party by Myotaku SA with the agreement of the Client. The Client does have such right, with the prior written agreement of Myotaku SA.

Article 10 Written form

This agreement and all modifications thereto are subject to the written form.

Article 11 Applicable law and jurisdiction

This agreement is subject to Swiss law. Any dispute arising out or from this agreement will be subject to the court of Lausanne. Myotaku SA conserves the right to sue the Client at his domicile or at his seat.