

## **General Terms and Conditions AMAG Services AG**

These General Terms and Conditions form an integral part of this Rental Agreement between the Lessee and AMAG Services AG in Kloten as Lessor. By signing this Rental Agreement, the Lessee confirms that he/she has read and unconditionally accepts the General Terms and Conditions.

### **1. Acceptance of motor vehicle**

The Lessee shall accept the vehicle with a full tank of fuel/min. 80% loading capacity and in a clean condition, safe for operation. Any equipment, such as snow chains, child seats, charging cable, etc., must be listed separately in the Rental Agreement and must be in impeccable condition. Complaints on the part of the Lessee with regard to the vehicle and/or the equipment must be reported to the Lessor immediately upon acceptance.

### **2. Return of the motor vehicle**

The vehicle as well as all the equipment listed in the Rental Agreement must be returned in good working order to the return station indicated in the Rental Agreement and at the time indicated in the Rental Agreement. The Lessee shall be liable for all damages in the event of late return and is also liable for accidental damage. In the event of return to a different return station from the one stated in the Rental Agreement, the Lessee shall bear the cost of the return to the correct rental station. If the Lessee returns the car without a full tank of petrol/min. 80% loading capacity, said Lessee shall bear the cost of the fuel/electricity and of the tanking/charging service. In the event of the different/non-standard return of the vehicle and/or equipment, the Lessee shall be liable pursuant to Art. 11 of these General Terms and Conditions. The car can only be returned during the standard opening hours of the relevant return station and to an employee or agent of the Lessor who has been fully authorised to take possession of the car. In particular, the mere parking of the car at the return station outside of opening hours and the deposit of the keys with the Lessor does not constitute the proper return of the car.

### **3. Extension of the rental period**

An extension of the rental relationship is possible only with the written consent of the Lessor, prior to termination of the ongoing rental relationship. An additional deposit to cover the costs of the extended rental period must be paid. The Lessor is entitled to refuse an extension, without providing reasons therefor. At the request of the Lessor, the Lessee shall be required to present the vehicle at a rental station. Insofar as the Lessor has agreed to an extension of the rental period, all the provisions of the original Rental Agreement shall continue to apply unchanged, unless something different has been agreed in writing.

### **4. Minimum age / driver's licence / identity card, passport**

The minimum age to be able to rent or drive one of the Lessor's vehicles is dependent on the category of car hired and comprises: for categories U... (Premium Elite)/L... (Luxury)/W... (Luxury Elite)/O... (Oversize)/X... (Special) except vehicles with 6 and more seats 25 years, for vehicles with 8 - 16 seats 21 years, for all other vehicles 19 years. In addition, the Lessee must have possessed a valid driver's license for

at least 1 year at the beginning of the rental period. A driver's license may not have a geographic limitation or bear designations or inscriptions that indicate a possible geographic limitation. Regardless of the category of rental car, an additional per-day young driver charge will be imposed with respect to Lessees under 25 years of age, which will be listed in the rental contract. The renter and any additional drivers agree that their driving licence and ID/passport will be read, verified and stored electronically for a certain period of time

## **5. Authorised drivers**

The vehicle may be driven only by the Lessee himself/herself and by the drivers whose names and addresses are listed in the rental contract. The provisions of Art. 4 apply analogously for additional drivers. The Lessee shall remain fully liable vis-à-vis the Lessor for the fulfilment of all the duties arising from the Rental Agreement and the additional supplementary provisions, even if he/she is not the driver himself/herself. An additional per-day charge will be imposed for additional drivers, which will be listed in the Rental Agreement.

## **6. Rental price**

The rental period is calculated per rental day, whereby one rental day shall consist of 24 hours unless indicated otherwise in the Rental Agreement. The rental price is set out in the Rental Agreement and comprises the use of the vehicle as listed in the Rental Agreement for the duration agreed as well as any additional fees that have been agreed for comprehensive collision/accident/theft protection, insurance, ancillary equipment, young drivers, additional drivers, return service, fuel/electricity, fuelling/charging service, etc., as well as the Lessee's liability limitations. With the exception of the Swiss motorway vignette, the rental price does not include any charges, vignettes, tolls or other fees associated with the use of the vehicle, particularly those levied abroad. If the car is returned more than 30 minutes late, a further rental day will be charged for every 24-hour period or part thereof. In the event that the vehicle is returned early, the rental price per rental day can change and shall be payable by the Lessee.

## **7. Method of payment**

For each rental, a means of payment accepted by the Lessor must be presented and a deposit must be paid. If the deposit is paid by means of a payment card accepted by the Lessor, the Lessee shall authorise the Lessor to retain from the card issuer a credit that corresponds to all foreseeable obligations of the Lessee under the Rental Agreement, plus a security. Upon the return of the car and termination of the Rental Agreement, the deposit that has been paid shall be set off against the final rental price. If no deposit or only an inadequate deposit can be paid, the Lessor shall be entitled to refrain from making any vehicle available to the Lessee, despite any prior reservation and payment in advance that may have been made. The Lessor shall be further authorised and entitled to subsequently settle the Lessee's obligations under and in connection with the Rental Agreement (e.g., towing costs, fuel/electricity costs, repair costs, etc., as well as fines or penalties and administration charges) by using the means of payment made available in order to cover the rental costs. The final bill shall be deemed to have been approved if the Lessee does not object to the same in writing, within 30 days, to AMAG Services AG, Steinackerstrasse 20, CH-8302 Kloten. A cash deposit is only possible when renting commercial vehicles/transporters and special conditions apply, which are provided by the rental stations.

## **8. Use / Maintenance / Repairs**

The Lessee must use the rental object carefully and regularly check the oil and water levels and the tyre pressure. He/she must observe all the traffic regulations and ensure that he/she is well informed about the

traffic rules of the country in which he/she is driving. The Lessee is not entitled to make any changes to the vehicle or its equipment, fittings or configuration (e.g. installation, removal or turning of seats and bench seats). All changes made during the rental period will be professionally reversed or repaired at the expense of the Lessee. Any faults for which the Lessee is not responsible for having repaired himself/herself must be reported to the Lessor immediately and the Lessor's directives on correcting faults and defects must be observed. The prior consent of the Lessor must be obtained for any costs incurred in connection with faults (such as oil and lubricants, replacement parts, repair costs). Any expenses incurred as a result of the consent of the Lessor will be refunded to the Lessee at the end of the rental period, provided that the corresponding receipts are produced. Any repairs undertaken on the initiative of the Lessee are prohibited.

## **9. Procedure in the event of an accident and special events**

In the case of events such as accident, theft (break-in, misappropriation, etc.), loss, fire, damage caused by game animals or other damage, the Lessee must immediately inform the police and make sure that a police report is filed. This also applies in the case of accidents caused by the Lessee without a third party being involved. It is not permitted to accept any third-party claims as valid. In the event of theft, loss or misappropriation of the vehicle, the Lessor must be immediately contacted as well as the police. In the case of all the above-mentioned events, even if the damage is minor, the Lessee must immediately produce a detailed written report with sketches. In the event of an accident, the report must contain the names and addresses of all the people involved and of any witnesses as well as the registration numbers of the vehicles involved. In the event of theft, the vehicle keys, a report detailing the course of events leading up to the theft as well as the police report must be submitted to the Lessor within 24 hours.

## **10. Prohibited uses / travel restrictions / restrictions on travelling abroad**

- I. The Lessee shall be prohibited from using the vehicle:
  - a. to participate in motor sport events, car tests or for purposes of driving instruction.
  - b. for the transportation of goods or persons for compensation.
  - c. in order to pull, tow or otherwise move another vehicle, provided that the rental car does not constitute a vehicle foreseen for these purposes.
  - d. in an overloaded condition, i.e., with a number of persons or maximum load in excess of the amount indicated in the vehicle license.
  - e. for the transport of readily inflammable, explosive, poisonous or otherwise dangerous substances.
  - f. in order to commit customs offences and other criminal acts, even if such acts are subject to penalties based only on the law of the country where the act is committed.
  - g. for purposes of a further rental.
  
- II. It is permissible to use the vehicle in the following countries:
  - a. Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Hungary, Ireland, Italy, Luxembourg, Norway, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, The Netherlands. This also applies the use of the vehicle on islands within these countries (except for the Azores, Canary Islands, Madeira and overseas territories). The use

of the vehicle in Croatia, Czech Republic, Hungary, Slovakia and Slovenia is only permitted with the prior consent of the Lessor and conclusion of a cross-border surcharge and must be stated on the rental agreement. The cross-border surcharge does not cover any taxes, vignettes, tolls or other charges levied abroad in connection with the use of the vehicle; such charges must be paid by the Lessee. The use of the vehicle in any other country shall constitute a material breach of contract and shall result in the abrogation and repeal of all limitations of liability.

b. It is expressly prohibited to cross the border into Croatia, Czech Republic, Hungary, Slovakia and Slovenia with the following car categories: U... (Premium Elite), L... (Luxury), W... (Luxury Elite), O... (Oversize), X... (Special). Vehicles with 6 and more seats (buses) are exempt from this restriction.

III. Swiss residents renting a vehicle with a foreign licence plate are required to leave Switzerland within 48 hours and must not return with it to Switzerland.

## 11. Liability of the Lessee

a. The Lessee shall be liable for all costs for repair (in particular costs for tyre and glass damage) which arise for the Lessor due to unlawful behaviour or behaviour contrary to the contract or the lack of care of the Lessee or his/her auxiliaries.

b. The Lessee shall be liable for all costs for repair (in particular costs for tyre and glass damage) regardless of whether he/she was responsible for said damage. "Light damage" is deemed to be damage for which the repair cost does not exceed CHF 750 and which appears in the detailed list of "light damage" and repair costs displayed at the counter. The Lessee has to confirm in the rental contract that he/she acknowledges this list.

c. Moreover, the Lessee is responsible for any faults and/or damage to the rental object for which he/she is responsible. This includes (the list is not exhaustive) damage that arises by using the wrong fuel when filling the tank, non-observance of the maximum height limit when entering garages, underpasses, etc., the incorrect use of snow chains and ski carriers, the careless mounting of ski carriers, the careless use of the vehicle interior (in particular cigarette holes, tears and stains on the upholstery and carpets), driving off the road and generally careless behaviour (in particular damage to the underside of the vehicle, such as damage to the steering, gearbox, suspension or springs, as well as damage to the axles, door sills, oil sump, pipes, exhaust, headshields and covers), false manipulation of the vehicle (mechanical damage to the clutch, gearbox, suspension, etc., which is not covered in the guarantee with the contractual garages), the mishandling of convertible softtops (in particular failure to close the roof in the event of rain, wind, etc.).

d. The scope of the liability includes the repair costs and/or the value of the vehicle in the event of total write-off as well as any further costs, such as towing costs, costs for an expert's report, depreciation of the rental object, lost rental income, lawyers' costs plus administration charges.

e. Insofar as any fines, penalties or other fees not paid by the renter in connection with the use of the vehicle (e.g. motorway tolls) are incurred by the renting company, the renter must refund the corresponding amount plus the renting company's administrative fees. This excludes any fines, penalties and fees incurred for which the renting company is responsible. In the case of offences against road traffic laws or a failure to pay official fees either in Switzerland or abroad, the renter authorises the renting company to issue contract data to all official agencies (police, legal professions, vehicle licensing offices, etc.) and to private firms contracted by official offices (e.g. motorway concession companies or debt recovery agencies) in Switzerland and abroad. Where required, the personal data of the Lessee will be

processed by the Lessor or consulted third parties in compliance with the applicable data protection laws. More detailed information on data protection can be found in the Lessor's privacy policy.

f. If coverage is concluded pursuant to the principles of comprehensive collision/accident/theft protection, the scope of the Lessee's liability shall be reduced to the deductible agreed in the Rental Agreement per event, whereby a minimum age applies for certain packages (e.g. for the PREMIUM package, the minimum age is 26 years for all drivers registered on the Rental Agreement). The liability reduction/exemption shall not apply for the damage listed under Art. 11c, insofar as in this specific case there is no coverage for the Lessor's damage. In addition, the liability reduction/exemptions shall not apply for damage incurred during use by an unauthorised driver or for a prohibited purpose, if the Lessee was fleeing the scene of an accident or in the case of an accident that was caused intentionally or through gross negligence pursuant to SVG (Road Traffic Act), in particular due to over-tiredness, alcohol or drug-induced unfitnes to drive as well as damage that arises due to the goods being transported.

g. Moreover, any waiver of the Lessee's liability by the Lessor is valid only if it has been made in writing.

## **12. "Light damage" charges**

Both at check-out and check-in, the Lessor will, together with the Lessee, record in the Rental Agreement all visible light damage to a vehicle in compliance with the detailed list of light damage and repair costs displayed at the counter which the Lessee declares to have acknowledged.

For the term of the present General Terms and Conditions, light damages are defined as follows:

- a. damages for which the repair cost would be less than CHF 750 (seven hundred and fifty) and
- b. which match the list of damage displayed at the counter.

At check-out, unrepaired damage must appear on the Rental Agreement with appropriate signatures of the Lessor and the Lessee. At the end of the rental, i.e. at check-in, the identification of any new light damage must be integrated into the rental agreement. At this stage, new light damage will be immediately highlighted, approved, signed by the Lessor and the Lessee and be charged to the Lessee at the repair price mentioned in the list displayed at the counter. Where this option is available, the Lessee will approve by signing electronically or by signing the relevant paper document. Such cost of repair will be directly billed to the Lessee by the Lessor and will include the cost of the damage repair as well as administration charges, immobilisation costs, spare parts and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental agreement.

## **13. Vehicle localization**

The vehicles may be equipped with location and tracking systems for the purpose of localization. The Lessee expressly gives the Lessor consent to the location/tracking if a) the vehicle is not returned at the agreed time b) the vehicle is used outside the contractually agreed area c) it is stolen d) in the event of an accident. The collection, storage and use of data is solely for the purpose of protecting the vehicle fleet. The Lessor may be obliged to disclose this data by order of the authorities.

## **14. Liability of the Lessor**

The Lessor is liable for the damage caused by the Lessee if it arose due to a fault in the vehicle, pursuant to the provisions of Art. 259a and 259e CO, insofar as the liability has not been agreed differently in accordance with an individual agreement. However, any contractual and extra-contractual liability of the Lessor vis-à-vis the Lessee and any other entitled persons pursuant to the contract is excluded, insofar as the Lessor did not cause the damage wilfully or due to gross misconduct. The Lessor shall not be liable for damage that was incurred by its personnel.

## **15. Right of retention**

Any right of the Lessee to retain the vehicle with respect to alleged claims against AMAG Services AG is herewith expressly waived.

## **16. Amendments to the Agreement**

Supplements and modifications to this Agreement must be made in writing to be legally valid.

## **17. Applicable law/jurisdiction**

This Agreement is subject to Swiss law. The place of jurisdiction is Zurich.