

General terms and conditions – Private Rent

Update of 02.05.2023

GENERAL TERMS FOR PRIVATE RENTAL

1. Object, conclusion, commencement and termination of the agreement

1.1. The scope of the services to be provided by ALD under this agreement are the transfer of use of the rented vehicle, the technical service described in clause 5 and the replacement vehicle described in clause 6. The Tyre Service is only to be provided by ALD if in the application, in addition to the usage fee, charges for Tyre Service are expressly stated.

1.2. The agreement is concluded through written acceptance of the offer submitted by the customer.

1.3. The respective agreement is concluded for a limited period. The time limit begins on the first day of the calendar month following the takeover of the rental vehicle.

2. Application, handover, ownership of the rental vehicle

2.1. ALD shall not order the rental vehicle from the supplier until all securities, in particular any agreed upon advance rental payment, have been received by ALD.

2.2. ALD shall be entitled to purchase the rental vehicle on which the respective agreement is based from the supplier at ALD's discretion.

2.3. The customer shall take over the rental vehicle when the supplier is ready to deliver. If this is not done, ALD may withdraw from the agreement and claim damages in accordance with § 15 after setting a grace period of 14 days. If a handover date has been agreed upon and the rental vehicle is not made available on time, the customer may withdraw from the agreement by giving three weeks' notice in writing. The customer may only claim damages from ALD for non-performance or delay in the event of gross negligence or intent on the part of ALD. ALD shall not be liable for any culpability on the part of the supplier.

2.4. The customer must ensure that only the customer himself takes possession of the rental vehicle.

2.5. Upon delivery, the customer shall take over the rental vehicle in the name of and on behalf of ALD. By acceptance of the rental vehicle by the customer, ALD assumes ownership of the rental vehicle.

2.6. The customer expressly acknowledges that ALD shall make payment of the purchase price to the supplier on the basis of the takeover confirmation which has been duly completed and signed by the customer. The customer therefore assures ALD of the correctness of the takeover confirmation and is liable to ALD for all damages resulting from the incorrectness.

2.7. The customer shall compensate ALD for all damages resulting from the taking over of the rental vehicle by unauthorised persons.

3. Features

3.1. The selection of the rental vehicle in standard design and agreed upon equipment is made by the customer. ALD shall not be liable for a specific scope, property or suitability of the rental vehicle and not for the intended use of the customer. The customer agrees to technical and equipment modifications and deviations insofar as these are minor, objectively justified or reasonable for the customer.

3.2. The customer's payment obligations towards ALD shall remain

unaffected by any defects in the rental vehicle, as ALD shall provide the customer with a replacement vehicle in accordance with the replacement vehicle pursuant to item 6.

4. Proper use / Authorised drivers / Risk assumption / Fees for ALD services during use

4.1. The client may only drive the rental vehicle in those countries that are mentioned on the country list of the international insurance card for motor transport (green insurance card). Driving the rented vehicle in countries not mentioned on the green insurance card requires the customer to get prior written consent from ALD. The client may request additional drivers to use the rental object from ALD by writing. The consent must be received by the customer prior to use by the additional driver (=authorized driver). ALD will send the consent or refusal to the customer in writing. The rental object may only be driven or used by drivers authorized to do so (ALD has given written consent to the driver's use).

4.2. The customer is obliged to use the rental vehicle with care and to observe all regulations or recommendations connected with the possession, use or maintenance of the rental vehicle. In particular, the customer is expressly prohibited from any manipulation of the odometer. Any damage to the odometer must be repaired immediately at the nearest authorised repair shop and reported to ALD without delay.

4.3. Installations and alterations to the rental property may only be carried out without the special consent of ALD if the original substance is not impaired and the statutory provisions are complied with. If these installations and conversions can no longer be returned without impairing the substance at the end of the contractual relationship, they shall become the property of ALD without compensation. This also applies to all other installations and conversions which the customer has not removed from the rental property before returning it. The customer shall be liable for reductions in value caused by installations and conversions.

4.4. The rental vehicle may not be sold or encumbered by the rights of third parties. Subletting is also not permitted. The customer shall immediately notify ALD in writing of enforcement measures, in particular attachments on the rented vehicle, as well as the initiation of bankruptcy proceedings against his assets. If enforcement measures are declared against the rental vehicle or third parties assert other rights thereto, the customer shall be obliged to bear all costs incurred by ALD for defence and a processing fee of CHF 360.00 gross charged by ALD.

4.5. The customer shall be liable during the term of the agreement for any damage arising or caused by the operation of the rental vehicle, the loss of the rental vehicle (including vehicle parts and accessories) as well as for the damage, destruction or depreciation of the rental vehicle. The customer's liability does not apply if the customer is not responsible for the damage, reduction in value, destruction, deterioration or loss caused by the breach of duty. The customer's liability for damages shall extend to repair costs plus any reduction in value or, in the event of a total loss of the vehicle, to the replacement value of the vehicle. The customer shall be responsible for the consequences of any traffic violations or criminal offences

committed in connection with the rental vehicle and shall be liable to ALD for any fees and costs incurred. ALD is entitled to provide the authorities with the name of the customer/driver in such cases.

4.6. The customer shall be liable regardless of fault for any improper refuelling of the rental vehicle.

4.7. ALD or its representative shall be entitled to inspect the rental vehicle during the customer's normal business and operating hours after prior timely notice. In doing so, ALD or its agent shall take into account the customer's ordinary business operations. In the course of the inspection of the rented property, ALD or its representative shall also be entitled to inspect all deeds, documents and other records relating to the rented property handed over to the customer by the supplier during the takeover of the rental vehicle.

4.8. The use of the rental vehicle may only be used in public road traffic, but not for off-road driving, for driving school exercises, in connection with motor sports or for driving on race tracks, even if these are open to the general public for test and practice drives. In addition, any use for commercial purposes, in particular for commercial passenger transport, as a rental car, taxi, UBER or similar, is expressly prohibited. The customer is liable for all damages resulting from a violation of this restriction of use.

4.9. ALD shall charge a fee for the processing and forwarding of any administrative fines and the like relating to the use of the rental vehicle. The amount of this fee is shown on the fee sheet. ALD shall charge a fee for the processing and forwarding of any notification or driver information concerning the use of the rental vehicle. The amount of this fee is shown on the fee sheet. For the processing of each towing of the rented vehicle, ALD shall charge a processing fee in addition to the costs to be paid to the towing company and the custodian. The amount of this processing fee is shown on the fee sheet. If the logbook, vehicle keys, warning triangle, or the first aid kit is lost, ALD will charge a handling fee in addition to the replacement costs. The amount of this processing fee is shown on the fee sheet. For unauthorised foreign travel, the customer shall be liable for all damages incurred by ALD due to a lack of insurance coverage for the rental vehicle. In addition, the client must pay a contractual penalty. The amount of this contractual penalty is shown on the fee sheet.

5. Technical service (maintenance and repair)

5.1. In addition to the transfer of use, ALD shall provide the customer with maintenance and repair services for the rental vehicle. Includes the maintenance work prescribed by the manufacturer in accordance with the service manual, including the materials required for this purpose. Costs for fuel, for additives (e.g.: AdBlue) for the engine oil that may have to be topped off between the oil changes prescribed by the manufacturer, for antifreeze in the windshield washer system as well as for washing, cleaning and polishing of the vehicle as well as all other car care shall be borne by the customer. Also included is the repair of damage due to wear and tear, with the exception of costs for maintenance measures and repairs to bodywork, radio, communication and navigation systems as well as special accessories and equipment that are not part of the agreement. Also included are fees for vehicle inspections, including exhaust emission tests and brake inspections.

5.2. In particular, this does not include glass breakage, damage caused by failure to observe the operating instructions issued by the manufacturer, failure to carry out maintenance or improper handling, consequential damage caused by defects (including those subject to performance obligations) that have not been repaired in a timely or professional manner, Accident damage and the resulting towing costs, towing costs in the event of a breakdown, repairs to interior trim and upholstery, repairs to paint damage (including stone chipping), installation and repair of accessories, installation and repair of additional equipment, insofar as this is not included in the new vehicle. Damage, wear and tear and maintenance of installations and

bodywork, even if these were included with the new vehicle, are not covered under any circumstances. Damage including wear and tear caused by unlawful use as defined in item 4.6 is also not covered.

5.3. The ALD Driver's Manual (Co-Pilot) and the ALD Order Form or Service Card (Service Documents) are available to the customer for issuing maintenance and repair orders to the extent covered by the scope of services. The service documents entitle the customer in Germany to place orders in the name of and for the account of ALD. Orders for work may only be placed with repair shops authorised by ALD.

5.4. If the customer incurs costs in Switzerland or abroad, for whatever reason, which are to be borne by ALD to the extent covered by the scope of services, the costs shall be reimbursed to the customer upon presentation of proper receipts, including an invoice as defined in the Federal Act on Value Added Tax and made out to ALD as the recipient of the services. However, this shall only apply to the extent that the work would have been carried out at an ALD-authorized repair shop in Germany.

5.5. The customer may only use repair shops authorised by ALD.

6. Replacement vehicle

6.1. In addition to the transfer of use, ALD provides the replacement vehicle service, provided that this service is mentioned in the application or in the lease agreement.

6.2. ALD shall provide the customer with replacement vehicles through partner workshops or in the form of an ALD pool vehicle as part of the replacement vehicle package.

6.3. The customer receives a replacement vehicle in the event of maintenance work, an accident or a technical defect with the rental vehicle. To use this service, the customer must inform ALD in advance. The latter provides a replacement vehicle. The customer shall take over the replacement vehicle at the pick-up location specified by ALD and return it after use.

6.4. ALD does not guarantee that the replacement vehicle will be of the same make, model or even category as the customer vehicle. The customer is responsible for comprehensive insurance on the replacement vehicle. ALD assumes no liability for the existence of comprehensive collision insurance or the amount of any deductible. The mileage limits as well as any additional mileage rates that may be applicable are set out in the rental agreement for the replacement vehicle.

6.5. ALD will only provide a car after a pre-reservation period of at least 24 hours or one working day (Saturdays are not considered working days).

6.6. ALD does not accept any liability, nor does it handle the damage reporting or claims processing for the replacement vehicles. The customer is obliged to notify the lessor of the replacement vehicle and ALD of any damage in writing immediately, otherwise he is obliged to pay for the damage.

6.7. Handover, use and return

6.7.1. The customer shall inspect the vehicle at the agreed upon takeover location to ensure that it is free of defects and complete.

6.7.2. The customer is obliged to report any claims or defects at the latest when the vehicle is handed over.

6.7.3. The customer undertakes to return the vehicle with all papers and accessories and in the same condition to the place of pick-up or a place to be agreed upon in writing in advance at the agreed upon time.

6.7.4. The costs for fuel, tolls, etc. shall be borne by the customer.

6.7.5. In the event of a traffic accident, loss, theft or any other damage to the vehicle or in the event of personal injury, the customer or the driver must immediately inform the police. All costs and damages shall be borne by the customer.

6.8. If the customer is at fault for the respective non-usability of the rental vehicle, ALD shall charge the customer for the costs incurred for the replacement vehicle service.

7. Tyre service (seasonal tyres incl. service)

- 7.1.** ALD shall provide Tyre Service exclusively, provided that in the application charges for Tyre Service are explicitly stated in addition to the usage charges, or the service is described.
- 7.2.** Included in the Tyre Service is the replacement of winter and/or summer tyres as soon as they are worn down to the legal minimum. The size, type and number correspond to the tires calculated in the contract together with a set of tire pressure sensors, if these are factory-installed on the rental vehicle. ALD does not replace damaged tyres. This is because if tyres are damaged - for whatever reason - they must be replaced at the customer's expense.
- 7.3.** Also included is the seasonal storage of summer and winter tyres, including initial fitting and re-fitting, any additional work for tyre pressure sensors, wheel washes, valve costs and the costs of tyre disposal at the ALD-contracted supplier.
- 7.4.** If the tyre size is changed during the term of the agreement at the request of the customer, ALD is entitled to charge the customer for any resulting additional costs. In view of the considerable administrative expense, the customer is entitled to change the tyre size only after written approval by ALD.
- 7.5.** The brand of tyres is at the sole discretion of ALD. The customer must ensure that only the tyres specified by ALD are installed. Other (permissible) tyres may only be installed with the prior written consent of ALD and assumption of any additional costs by the customer.
- 7.6.** The tyres and rims provided by ALD within the scope of the Tyre Service shall remain the property of ALD.
- 7.7.** Upon termination of the respective agreement, the customer shall return all tyres and rims to ALD or to a third party named by ALD.
- 7.8.** To place orders for tyre replacement, the ALD Driver's Manual (Co-Pilot) including ALD Order Form or Service Card (Service Documents) is available to the customer. The tyre change must be performed at one of ALD's contracted suppliers. A list of these suppliers is available at www.ayvens.ch.

8. Fees, electronic invoicing and security deposits

- 8.1.** The customer shall pay a monthly fee for the services to be provided by ALD, which shall be due in advance on the first of the respective current month.
- 8.2.** Charges passed on, interim/final invoices and one-off payments for ancillary services are due for payment immediately upon receipt of the invoice.
- 8.3.** The customer undertakes to sign a direct debit authorisation in favour of ALD for all fees arising from these GTC, to ensure sufficient coverage of the account and to maintain it until all obligations have been met in full. The customer shall immediately notify us of any change in his bank details and shall immediately issue a direct debit authorisation applicable to the new account in writing. The customer receives all invoices exclusively in electronic form for download as a .pdf file or via invoice file providers. A handling fee must be paid to ALD for the mailing of a paper invoice. The amount of this processing fee is shown on the fee sheet.
- 8.4.** The amount of the total monthly rent is based on the vehicle price, the period of use and the total mileage. Any agreed upon advance rental payment is to be made to ALD and reduces the total monthly rental according to the agreement from the beginning. The advance rental payment will therefore not be refunded in the event of termination or early cancellation of the agreement, nor will it be refunded pro rata.
- 8.5.** The total monthly rent is based on the total mileage stated by the customer during the term of the agreement. If the specified total mileage is expected to be exceeded by more than 10%, the customer shall notify ALD thereof without delay. ALD shall be entitled to determine a recalculation in accordance with the changed circumstances (term and/or mileage) and a corresponding

adjustment of the total rent. ALD shall be entitled to invoice the additional mileage driven to date pro rata in accordance with the rate for additional mileage of the contract as a one-off payment due immediately and to increase the future total rentals by the additional mileage driven monthly at that time in accordance with the rate for additional mileage of the contract. As an alternative to the right to immediate payment of the additional mileage driven to date on a pro rata basis in accordance with the rate for additional mileage in the agreement, ALD shall be entitled to invoice this sum as well by means of a further increase in the future total rent. Any change and any one-off payment shall become due with the next advance payment.

8.6. If the VAT rate changes during the term of the agreement, ALD shall be entitled to adjust all claims and amounts arising from the agreement as of the time of the change.

8.7. An agreed upon deposit must be handed over to ALD before the vehicle is booked. It ensures all claims of ALD arising from the existence and termination of all contracts concluded with the customer. ALD is entitled, but not obliged, to satisfy claims against the customer from the deposit first. In this case, the customer shall replenish the securities account at ALD's request. The deposit already earns interest during the term of the contract insofar as interest for the deposit was credited to the client when calculating the total rent and therefore the interest portion for the deposit decreased the total monthly rent. Therefore, no further interest will be paid on the deposit upon termination of the agreement. After termination of the agreement, the deposit shall be used to cover all outstanding claims by ALD and any remaining credit balance shall be paid out to the customer.

8.8. The fee for the registration of the rental vehicle and for its appraisal upon return after expiration of the contractually agreed upon term is included in the agreed upon rent and will not be charged separately by ALD.

9. Prohibition of cession

Any cession of the rights and claims to which the customer is entitled under this agreement is excluded.

10. Default of payment

10.1. Payments shall be deemed to have been made on the date on which they are credited to ALD's account. In the event of default of payment by the customer, all payments due to ALD under this agreement shall bear interest at a rate of 5% per annum from the date of premature termination of the agreement in accordance with clause 14 of these GTC.

10.2. Until a premature termination in accordance with item 14 of these GTC or in the event of default on payment after termination of the individual agreement, ALD shall charge a fee for reminders. The amount of the fee is shown on the fee sheet. In addition, the customer shall bear all costs and expenses incurred by ALD for the appropriate pursuit of the claims.

11. Ancillary agreements, written form, customer's GTC and future amendments to the agreement.

11.1. Amendments to this agreement must be made in writing. This shall also apply to any departure from the written form agreed upon herewith. There are no verbal agreements. Suppliers or their representatives are not entitled to make or accept any deviating declarations.

11.2. Should individual provisions be found to be invalid or void, this shall not affect the validity of the remaining provisions. Invalid or void provisions shall be replaced by provisions which correspond to or come as close as possible to those intended by the contracting parties.

12. Risk assumption

12.1. From the time of handover until the return of the rental vehicle, the customer shall bear the risk of accidental destruction, loss and damage to the rental vehicle. The occurrence of such damage does not release the customer from his obligations under the agreement, in particular not from his obligation to pay the agreed upon fees.

12.2. In the event of accidental destruction, loss or total economic loss, ALD shall be entitled to terminate the agreement prematurely, notwithstanding clause 14.2 of these GTC. This also applies if, in the event of damage to the rented vehicle, the repair costs do not exceed the replacement value of the rental vehicle. In the event of termination of the agreement by ALD, ALD shall be entitled to the claims under clause 15 of these GTC. In addition, the customer shall compensate ALD for the value which ALD has used as a basis for the calculation of the respective contract for the rental vehicle upon return after the expiry of the agreement or the expiry of the notice waiver period. Any third-party compensation actually received by ALD shall reduce the customer's payment obligation. If the right of termination is not exercised by ALD, the customer shall be obliged to procure a replacement or have the rental vehicle repaired at his own expense.

13. Liability reduction/obligations of the customer/liability insurance and recourse of ALD against the customer/possibility of unilateral termination of the liability reduction by ALD as well as obligation to pay the costs of liability insurance and comprehensive collision insurance/fee for settlement of claims/reduction in value as well as premature termination of the contract/total damage or loss of the vehicle

13.1. The liability assumed by the customer in these General Terms and Conditions for damage to the rental vehicle shall be reduced pursuant to the following provisions. It is hereby expressly stated at the outset that the reduction in liability shall only apply if the rental vehicle is driven or used by an authorised driver as defined in item 4.1 of these GTC. Should other persons drive or use the rental vehicle, the customer shall be liable for all losses and damage to the rental vehicle. Use by unauthorised drivers as defined in item 4 4.1 of these GTC is therefore expressly prohibited.

13.2. Obligation of the client for a reduction in liability
The customer must fulfil the following obligations for a reduction in liability:

13.2.1. Before the claim is filed, the customer or the driver must fulfil the following obligations:

13.2.1.1. Comply with agreements on the use of the vehicle;

13.2.1.2. not to transport a greater number of persons than the agreed upon or permitted maximum number with the vehicle;

13.2.1.3. if a temporary licence plate is allocated, to use only the vehicle to which the plates are attached.

In the event that the customer or the driver breaches one of these obligations pursuant to 13.2.1, no reduction in liability shall apply. In addition, these are breaches of obligations arising from the liability insurance taken out for the rental vehicle. With regard to the prerequisites and limitations of the exclusion of liability reduction and for breaches of obligations under the liability insurance, the provisions of the German Insurance Contract Act (VVG) shall apply.

13.2.2. The customer or the driver is obliged to comply with agreements on the use of the vehicle. In the event that the customer or the driver breaches one of these obligations pursuant to 13.2.2, no reduction in liability shall apply. With regard to the prerequisites and limitations of the exclusion of liability reduction, the provisions of the German Insurance Contract Act (VVG) shall apply.

13.2.3. For the purpose of reducing the risk or preventing an increase in the risk, the following obligations are agreed upon:

13.2.3.1. that the driver in any case possesses the driving licence prescribed for driving the rental vehicle on public roads; this also applies if the rental vehicle is not driven on public roads;

13.2.3.2. that the driver is not driving under the influence of alcohol or narcotics;

13.2.3.3. the vehicle is only used to transport persons in compliance with the relevant motor vehicle regulations.

In the event that the customer or the driver breaches one of these obligations pursuant to 13.2.3, there shall be no reduction in liability. With regard to the prerequisites and limitations of the exclusion of liability reduction, the provisions of the German Insurance Contract Act (VVG) shall apply.

13.2.4. After the damage occurs, the customer shall be obliged

13.2.4.1. to notify ALD of the event causing the damage within one week of becoming aware of it at the latest,

13.2.4.1.1. stating the facts of the case as precisely as possible, as well as

13.2.4.1.2. the initiation of any administrative or judicial proceedings in connection therewith, and to contribute to the

13.2.4.2. establishment of the facts of the case as far as possible.

13.2.5. In the event of damage caused by theft, robbery, unauthorised use by persons outside the company, fire, explosion or wildlife, this must be reported immediately by the customer or driver to the nearest police station.

13.2.6. In the event of a traffic accident in which damage is also caused to property not belonging to the renter, the driver must notify the nearest police station of the traffic accident without undue delay. However, such notification may be omitted if the driver or those to whom property damage has occurred have provided each other with proof of their name and address (Art. 51 para. 3 SVG (German Act on Road Transport)).

13.2.7. In the event that damage is caused by contact between the vehicle in motion and animals on public roads, the driver must report the damaging event to the nearest police station without undue delay.

In the event that the customer or the driver breaches one of the obligations pursuant to 13.2.4, 13.2.5, 13.2.6 and/or 13.2.7, there shall be no reduction in liability. With regard to the conditions and limitations of the exclusion of the reduction of liability, the provisions of Article 45, Paragraph 1 of the VVG apply.

13.2.8. The rental vehicle is insured under the usual insurance conditions in Switzerland and with the minimum insurance coverage applicable in Switzerland. If a claim is made against ALD by a third party due to damage caused by the customer or by persons to whom he has left the vehicle (without ALD being at fault), without this insurance coverage (in its entirety) being applicable, the customer shall fully indemnify and hold ALD harmless in this respect. In addition to the other obligations pursuant to this item 13. (in particular also before the damage-causing event), the customer or the driver has the following obligations under the liability insurance taken out for the rental vehicle after a damage-causing event:

13.2.8.1. in the event of injury to persons, rendering assistance to them or, if those obliged to do so are unable to do so, to immediately provide assistance to others;

13.2.8.2. In the event of personal injury, the nearest police station must be notified immediately; in addition, ALD must be notified within one week at the latest of becoming aware of the injury,

13.2.8.2.1. stating the facts of the case as precisely as possible,

13.2.8.2.2. the filing of a claim by the injured third party, the initiation of administrative or judicial proceedings in connection therewith.

13.2.8.3. to contribute to the establishment of the facts as far as possible;

13.2.8.4. to not acknowledge the claims for compensation of the injured third party without the consent of the insurer;

13.2.8.5. to file a legal proposal against an order for payment;

13.2.8.6. to allow the insurer, except in the case of exemption from the obligation to indemnify, to conduct the litigation concerning the

claim for compensation, to grant power of attorney to the lawyer appointed by the insurer and to provide any relevant clarification requested by the latter.

In the event that the customer or the driver violates one of these obligations, exemption from benefits is hereby stipulated. The prerequisites and limitations of exemption from benefits are governed by the German Insurance Contract Act (VVG).

13.2.9. The customer and driver are prohibited from increasing the risk or allowing it to be increased by a third party. An increase in risk is any objective significant change of circumstances occurring after the conclusion of the agreement which makes the occurrence of the insured event more probable. In this respect, it is agreed that the provisions of the German Insurance Contract Act (VVG) shall apply. Non-exhaustive examples of hazard increase are available:

- a) if the road safety of the vehicle is impaired and other drivers are endangered by the fact that the vehicle is in a condition that violates the traffic regulations;
- b) in the case of deliberate commissioning of a motor vehicle that does not comply with the registration regulations;
- c) in the case of tire wear in violation of traffic regulations;
- d) when using a motor vehicle that is not roadworthy;
- e) if the driver fails to check the condition of the tires and uses the vehicle despite worn tires;
- f) in the case of repeated overloading of a motor vehicle;
- g) when handing over the keys of the car to people under the influence of alcohol;
- f) if the required inspection of the vehicle's roadworthiness is not carried out;
- g) when transporting a two-year-old child in violation of the protective regulations of the German Act on Road Transport;
- h) when a vehicle with inadequate brakes is put into operation.

13.2.10. The limitations of liability as defined in item 13 do not apply to damage caused by operator error, misfueling, slipping of cargo, braking maneuvers caused by the customer, improper handling of snow chains or luggage racks, improper loading, driving on unpaved roads, failure to close hoods, windows in rain and wind, failure to observe the maximum height and width of the vehicle (for example, at entrances, bridges, tunnels, construction sites, etc.), as well as inadequate vehicle security (unlocked vehicle, leaving the key in the ignition, etc.). Nor does it apply to damage or soiling of the vehicle interior caused by the customer and his drivers or passengers (such as burn holes in the seats and the like), insofar as these do not represent direct consequences of an accident, to damaged tires and to the costs of replacing lost vehicle keys and vehicle documents.

13.3. The customer shall be jointly and severally liable with respect to the agreements pursuant to this clause 13 for the actions of persons to whom it has entrusted the rental vehicle (or to whom those persons to whom it has entrusted the rental vehicle entrust the same), as well as for its own actions, to the extent that such actions are related to the entrustment or use of the rental vehicle.

13.4. ALD shall not under any circumstances reimburse costs for items located in the rental vehicle or for damage to property other than the rental vehicle or for personal injury.

13.5. Insofar as the reduction in liability pursuant to this section of the GTC does not apply, the customer shall be fully liable for the rental vehicle.

13.6. Furthermore, the reduction in liability does not apply if

13.6.1. the customer fails to comply with all the provisions of the rental agreement and the General Terms and Conditions forming an integral part thereof; this shall apply in any event if the customer is in default of any payment obligation.

13.6.2. the damage was caused intentionally or through gross negligence by the customer or a person imputable to the customer;

13.6.3. The damage occurs during the use of the rental vehicle at events where the aim is to achieve a maximum speed, motor sport

events or related driving sessions, as well as during the use of the rental vehicle on unpaved roads;

13.6.4. the damage is directly or indirectly related to riots, civil disorder, acts of war or natural disasters;

13.6.5. the damage is caused due to official orders;

13.6.6. the damage is caused by the influence of ionising radiation as defined by the Radiation Protection Act as amended or by nuclear energy;

13.6.7. the damage occurs during the preparation or commission of acts punishable by law for which intent is a constituent element of the offence;

13.6.8. the damage occurs after ALD has given notice of termination of the agreement.

13.6.9. the customer does not consult with ALD prior to the use of services by third parties as to whether and which services the third party will provide or for which services the costs will be borne;

13.6.10. ALD is not allowed to be permitted to conduct a reasonable investigation into the cause and amount of the damage and the scope of its obligation to perform, and the customer does not submit original documents to prove the amount of the damage;

13.6.11. ALD is not immediately informed of any existing insurance and ALD is thus provided with compensation for the services rendered;

13.6.12. ALD is not provided, upon its request, with documents showing the entitlement to a reduction in liability;

13.6.13. to support ALD in asserting the claims for compensation against third parties that have been transferred to it on the basis of its services and to hand over to it the documents required for this purpose;

13.7. Remuneration for liability reduction and liability contribution

13.7.1. The fee for the liability reduction is included in the total rent. The contracting parties stipulate that the fee for the liability reduction is calculated to be less than 10% of the total rent, provided that the customer's liability contribution per claim amounts to 5% of the claim amount or at least CHF 1,000.00.

13.7.2. For damages for which ALD is liable within the scope of the liability reduction, a liability share on the part of the customer shall be agreed upon. This is 5% of the damage amount for each claim on the one hand, but at least CHF 1,000.00 per claim on the other hand. The minimum sum of CHF 1,000.00 shall be undercut if a lower minimum sum has been expressly agreed upon in writing in this respect in the individual contract.

13.8. In the event of a claim, ALD is entitled to terminate the liability reduction at the end of each calendar month subject to a notice period of 14 days.

13.9. In the event of unilateral termination of the liability reduction, ALD shall take out comprehensive collision insurance for the rental vehicle with a deductible of a maximum of CHF 1,000.00 per claim for the duration of the agreement. The customer is obliged to reimburse ALD for the premiums and costs incurred in each case immediately after they have been charged.

13.10. The customer shall notify ALD of the necessary repair work without delay. ALD will subsequently engage a specialist repair shop authorised by ALD to carry out the repair. The repair shops authorised by ALD shall be disclosed to the customer in the manual at the beginning of the agreement. In addition, the repair shops authorised by ALD can be found on their homepage at www.ayvens.ch. All repairs are carried out exclusively at ALD authorised repair shops.

13.11. ALD is entitled to charge a fee for the processing of a claim of up to 10% of the damage actually invoiced, but at least CHF 192.00 gross per claim. In all cases, ALD is entitled to engage an expert to assess the damage and/or remedy it and to charge the costs incurred therefrom to the customer.

13.12. At the end of the agreement, the customer is obliged to pay compensation for the loss of value of the rental vehicle due to the

damage. Since ALD bears the risk of residual value with regard to the rental vehicle, ALD is entitled to demand 10% of the total net repair costs of all accidents from the customer as diminished market value if the customer is at fault for the occurrence of the damage. This claim for compensation is due upon termination of the agreement. The customer's obligation to compensate for a reduction in value due to wear and tear shall not apply if the total repair costs were less than CHF 1,000.00 net.

13.13. In the event of total loss, failure to repair because the cost of repair exceeds the replacement value, or loss of the rental vehicle, including theft, etc., the agreement shall terminate on the date of the event without the need for a termination notice. The claim of ALD is calculated pursuant to item 15 of these GTC. The customer shall compensate ALD for that value which ALD has used as a basis for the calculation of the respective agreement for the rental vehicle upon return after the expiry of the agreement or expiry of the termination waiver period.

14. Early termination

14.1. ALD is entitled to terminate the agreement prematurely for good cause. This applies in particular to any case of default on payment by the customer, insofar as the customer, after the rental vehicle has been handed over to him, is in arrears with a total monthly rent or any other due claim - in whole or in part - for at least six weeks and despite a reminder with a grace period of 14 days and a threat of termination.

14.2. Furthermore, ALD shall have the right to terminate the contract without notice and to claim damages in particular if

14.2.1. circumstances occur or become known by the customer which endanger or impede the enforcement of ALD's rights. This applies in particular if bankruptcy proceedings are applied for, reorganization proceedings are initiated, the customer ceases to reside in Switzerland, or if there is a significant deterioration in the customer's financial circumstances. This shall also apply in the event that the aforementioned circumstances occur on the part of a guarantor, surety or debtor, unless the customer immediately provides substitute security;

14.2.2. the insurance coverage for the rental vehicle ceases;

14.2.3. The customer does not immediately cease to violate essential contractual obligations despite warnings by ALD and thereby the rights of ALD are violated to a considerable extent; in particular violation of maintenance regulations, failure to comply with reporting obligations;

14.2.4. the customer dies, loses his legal capacity, if thereby the fulfillment of ALD's claims appears to be endangered, unless the customer immediately provides substitute securities;

14.2.5. the customer has made incorrect statements about his economic and financial circumstances at the time of conclusion of the agreement, with the knowledge of which ALD would not have concluded the agreement; furthermore, if the customer has concealed facts or circumstances with the knowledge of which ALD would not have concluded the agreement;

14.2.6. if the place of performance, in particular triggered by a change of residence of the customer, shifts from Switzerland to abroad, since it is not possible for ALD to pay the respective applicable foreign VAT rate to the respective responsible foreign tax office. This does not apply if no VAT is to be charged due to the reverse charge system;

14.2.7. if, due to damage or a defect, the repair of the rental vehicle is uneconomical from the point of view of ALD.

14.2.8. in the cases specified in accordance with point 19.4.

15. Settlement in case of premature termination of agreement

In case of premature termination of the contract, ALD shall have an

immediately due claim for damages against the customer, irrespective of fault. In addition to the claim to amounts outstanding at the time of early termination, this shall include sixty percent of the total monthly rents still due up to the end of the term, but at least three total monthly rents, in the event of early termination due to the fault of the customer. Provided that the customer is not at fault for the premature termination, the customer shall pay, in addition to the amounts outstanding at the time of the premature termination, only fifty percent of the total monthly rents still due until the end of the term, but at least three total monthly rents. To the above-mentioned settlement amount must be added the costs, fees and taxes arising from the termination of the contract, for repossession, seizure, valuation, transport, safekeeping, utilization plus all ancillary costs. In addition, ALD charges a handling fee for each case of early termination of the agreement. The amount of the processing fee is shown on the fee sheet. These claims are due upon termination by the customer. The replacement vehicle and the liability reduction end with the early termination. In the event of premature termination of the agreement by the customer, the customer shall repay the discount, if a discount was granted, in full for the unused contract months. The discount amount to be repaid is calculated by dividing the permanent discount granted for the total term by the agreed upon rental months multiplied by the unused contract months (example calculation: permanent discount granted CHF 2,000 on 48 rental months; return after 20 months; repayment of discount in the amount of CHF 1,166.67).

16. Return of the rental vehicle

16.1. Upon termination of the agreement - regardless of the legal reason - the customer is obligated to return the rental vehicle including accessories with all papers and keys at his own expense and risk to the delivering dealer or to an ALD return station. This agreement does not grant the customer the right to acquire ownership of the rental vehicle after termination of the agreement. Upon return, the rental vehicle must be cleaned inside and out. In case of lacking or insufficient cleaning, ALD will charge the customer for the cleaning costs.

16.2. Until the contractual restitution, 1/30 of the agreed upon total monthly rent shall be paid to ALD as compensation for each calendar day or part thereof from ordinary or extraordinary termination of the agreement. During this period, the customer's obligations under this agreement shall continue to apply mutatis mutandis.

16.3. ALD is also entitled to collect the rental vehicle or to have it collected by an agent. The customer has no right of retention whatsoever to the rental vehicle.

16.4. As ALD bears the risk of the value of the rental vehicle at the time of termination of the agreement, ALD has used a value of the rental vehicle at the time of return as a basis for calculating the total monthly rent. This requires that the rental vehicle be in the contractually agreed upon condition. Therefore, the rental vehicle must be maintained in a manner that corresponds to its age and the contractual mileage according to the plain text brochure - the fair vehicle evaluation, free of damage, and safe for traffic and operation. If the rental object does not correspond to this condition or is no longer available, the customer is obliged to bear all (repair) costs in the form of no-fault compensation, which is necessary to achieve the state of repair according to the Klartext brochure - the fair vehicle evaluation.

16.5. The rental vehicle will be inspected and evaluated by a motor vehicle expert commissioned by ALD upon its return. The customer will only be charged for those repair and maintenance costs in the sense of item 16.4. which exceed the net amount of CHF 500.00, provided this is shown as "included" in the rental agreement, sofern im Mietvertrag dies als „inklusive“ ausgewiesen ist.

16.6. The customer will be informed of the result of the assessment. The value determined by the expert is used as the basis for the settlement and the expert opinion is made available to the

customer.

16.7. As ALD bears the risk of the value of the rental vehicle at the time of termination of the contract and is obliged to provide a technical service, ALD has used a value of the rental vehicle at the time of return as a basis for calculating the total monthly rent. For this reason, it is necessary that the rental vehicle does not exceed the maximum mileage agreed upon in the agreement, in addition to the state of maintenance pursuant to item.16.4. This is because exceeding the contractually agreed upon maximum mileage would lead to a reduction in the value of the rental vehicle that is not used as a basis for calculating the total monthly rent. ALD is therefore entitled to charge the agreed upon costs per additional mileage in the event that the maximum mileage agreed upon in the agreement is exceeded. However, the costs per additional mile are only charged for those additional miles that exceed 2,500 miles above the total mileage, calculated for the entire contract period. In the event of termination or early cancellation, ALD shall also be entitled to payment of the fees for additional mileage. The maximum permissible mileage in the event of termination or early cancellation is calculated pro rata according to the duration of the agreement until termination or early cancellation.

16.8. In case of vehicle return, ALD is entitled to charge a fee for vehicle return. The amount of the fee is shown in the fee sheet.

17. Duties

All fees, contributions and taxes arising from the conclusion of this agreement shall be borne by the customer. Should ALD pay such duties, the customer shall reimburse them without delay.

18. Joint and several liability and strict liability

18.1. Multiple applicants are jointly and severally liable to ALD under this agreement.

18.2. Claims for damages against ALD are expressly excluded from all sections of these GTC, unless they were caused by gross negligence or intent on the part of ALD. Gross negligence or intent must be proven by the customer.

19. Sanction and embargo and termination

19.1. "Sanctioned Person" means any person who is affected by or against whom Sanctions have been imposed or who is otherwise subject to Sanctions (including, without limitation, being located in a country subject to General or Countrywide Sanctions).

19.2. "Sanctions" means economic or financial sanctions, trade embargoes or similar measures imposed, administered or enforced by any of the States (or any agency of any of the States) listed below:

19.2.1. United Nations;

19.2.2. the United States of America;

19.2.3. European Union or any of its present or future member states,

19.2.4. the United Kingdom; or

19.2.5. Switzerland.

19.3. The Customer guarantees that neither he nor other authorized drivers are a sanctioned person.

19.4. ALD may suspend and/or terminate the Rental Agreement at any time, effective immediately and without compensation, if the Customer or another Authorized Driver becomes a Sanctioned Person.

19.5. In case of termination or early cancellation by ALD, the customer is obliged to immediately return all vehicles rented in connection with the rental agreement.

20. Corruption

20.1. An "act of corruption" is a voluntary act committed directly or indirectly by any person, such as for example an intermediary third party, by

20.1.1. giving, offering or promising a gift, donation, invitation, remuneration or anything of value to anyone (including a public official) for themselves or for a third party; or

20.1.2. requesting or accepting a gift, donation, invitation, consideration or anything of value to/from any person (including a public official) if this could be considered an inducement to bribery or an intentional act of corruption. This is done in one's own interest or for a third party, in any case with the intention of inducing a person (including a public official) to perform his/her functions improperly or dishonestly and/or to obtain an improper advantage.

20.2. «Anti-corruption laws" means Articles 322t et seq. of the Swiss Criminal Code (Title 19) the French "Sapin II" law of December 9, 2016 on transparency and combating bribery and corruption and the U.S. Foreign Corrupt Practices Act of 1977, each as amended. Furthermore, the term includes any applicable law or regulation enforcing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the "UK Bribery Act 2010". In addition, the term includes all other anti-corruption laws and the Code of Conduct of the Société Générale Group (available at <https://www.ayvens.ch>), each as amended.

20.3. "Influence" means the voluntary act of

20.3.1. giving, offering, or promising to give a gift, donation, invitation, consideration, or anything of value to a person (including a public official) or

20.3.2. accepting a gift, donation, invitation, consideration or anything of value from a person (including a public official). This may be done directly or indirectly, in one's own interest or for third parties, in all cases with the aim of abusing one's actual or perceived influence and obtaining a favorable decision or an unfair advantage from a public official or any person.

19. Applicable law

These General Terms and Conditions, including the agreement on the place of jurisdiction, and agreements relating thereto shall be governed by Swiss law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

20. Agreement on jurisdiction

The following courts shall have exclusive jurisdiction over any dispute arising out of or in connection with these General Terms and Conditions and/or any agreement relating thereto (namely concerning validity, conclusion, binding nature, interpretation, performance or non-performance):

- For legal action by the customer against ALD: the court in Switzerland has jurisdiction over the subject matter at the domicile or registered office of one of the parties;
- For actions brought by ALD against the customer: the court in Switzerland has jurisdiction over the subject matter at the location of the customer's domicile.