

# General terms and conditions of ALD Automotive AG

February 2020

## PRELIMINARY REMARK

The present English version of the General Terms and Conditions of ALD Automotive AG is an unofficial translation for information purposes only. The German version "Allgemeine Geschäftsbedingungen der ALD Automotive AG, Version Februar 2020" is the only legally binding version of the General Terms and Conditions.

## SCOPE

These General Terms and Conditions ("GTCs") govern the contractual relationship between ALD Automotive AG ("ALD") and the Client ("Client") as regards the vehicles financed by ALD (Chapter II of the GTCs) as well as the services (Chapters III IV, V, VI, VII, VIII and IX of the GTCs) that may be acquired through ALD in addition to the financing of the lease. Unless the terms and conditions governing the services contain provisions to the contrary, the General Leasing Terms and Conditions defined in Chapter II also apply to the services defined in Chapters III to Chapter IX of the GTCs. ALD provides all the services described in these GTCs exclusively to commercial clients and not to consumers.

## GENERAL LEASING TERMS AND CONDITIONS

### 1. Conclusion and duration of the lease contract

**1.1.** Upon request by the Client, ALD issues to the Client a sample of a lease contract, not signed, as an invitation to the Client to request an offer from ALD. The lease contract specifies among other the sum to be paid monthly for the financing of the lease, the Technical Service, the Road Assistance and the optional services defined in the Chapters III to VIII as well as the administrative charges (together the "aggregate rate"). ALD will abide by this price calculation, which is communicated to the client for six weeks, whereby ALD is under no obligation to conclude the lease contract.

**1.2.** By signing the lease contract, the Client offers ALD the possibility of concluding such lease contract and accepts thereby in their entirety, the GTCs, the General Table of Charges, the Guidelines for the Valuation of Returned Vehicles ("plaintext"), the Vehicle Return Table of Charges as well as the ALD driver's handbook and the leaflets contained therein all as integral parts of the lease contract. All these documents and their at any one time current version can be found under [www.aldautomotive.ch](http://www.aldautomotive.ch).

**1.3.** The offer issued by the Client to ALD remains binding for a period of six weeks starting on the date the Client signs the lease contract. The lease contract is concluded and takes effect with the countersignature, or the confirmation transmitted by ALD to the Client in writing or by e-mail. The deadline is deemed to have been met if ALD's declaration is sent to the Client by e-mail or handed over to Swiss Post for delivery to the Client within the six weeks term.

**1.4.** Unless the lease contract contains provisions to the contrary, the lease contract is concluded for an agreed fixed duration, which starts with the acceptance of the vehicle by the Client.

### 2. Ordering and acquisition of the vehicle

**2.1.** ALD concludes a delivery contract with the supplier or steps in a delivery contract already concluded replacing the Client, whereby the Client must inform ALD comprehensively of all arrangements entered into with the supplier. By signing the lease contract, the Client accepts the provisions of the delivery contract, a copy of which will be sent to him on request, as binding on him.

**2.2.** The Client chooses the vehicle and the agreed equipment according to the use the Client intends to make. Financing is provided solely for motorcars and small vans up to 3.5 tonnes. ALD is neither liable for any particular characteristic of the vehicle nor for its suitability for the Client's intended use. Modifications or deviations regarding the technology, the equipment or the fittings remain reserved in accordance with the supplier's terms and conditions.

### 3. Delivery, delay in delivery and acceptance

**3.1.** ALD and the supplier agree on the place and time for the delivery of the vehicle directly to the Client. The Client takes possession of the vehicle in the name and on behalf of ALD's as their representative, and thereby ownership of the vehicle is transferred to ALD. The Client bears any costs related to the delivery (such as the duties for registration or for the number plates).

**3.2.** The Client shall ensure that the vehicle is accepted by a person authorised to do so and must impose his duties and obligations on such authorised person. The Client is liable for the person's actions and omissions as if they were his own.

**3.3.** As ALD's representative, upon acceptance the Client must examine the vehicle immediately and with due care for absence of defects, completeness, correct functioning and conformity with the representations stipulated in the leasing offer.

**3.4.** If the Client discovers any defect after acceptance, he is obliged to notify such defects immediately and in writing to the supplier and to take the necessary measures in accordance with Arts. 6.2 and 6.3 of the GTCs to safeguard ALD's rights arising out of the faulty delivery.

**3.5.** If the supplier is late in delivering the leased vehicle and is unable to deliver the vehicle within an additional term of three months set by the Client in writing, the Client is entitled to withdraw from the lease contract. As far as the delay has not been caused by ALD's intentional or gross negligent misconduct, the Client is not entitled to claim any damages from ALD. With respect to the consequences of a delay in delivery (in particular indemnification of ALD), Art. 12.3 of the GTCs is applicable by analogy.

**3.6.** If the Client refuses to accept delivery of the leased vehicle supplied in accordance with the contract or suffering only minor defects, ALD has the right, after the elapse of an additional period of four weeks, to waive the consideration payable by the Client and to claim damages based by analogy on the calculation laid down in Art. 12.5 of the GTCs. There is no need to set an additional deadline if the Client definitively refuses acceptance or is manifestly not in a position to fulfil his payment obligations arising under this lease contract.

### 4. Use of the vehicle

**4.1.** ALD hands the vehicle over to the Client for him to use for the agreed duration. Being the proprietor, ALD alone is entitled to dispose of the vehicle and is allowed to inspect it during the Client's normal hours of business and operations following a prior timely notification.

**4.2.** Throughout the entire duration of the contract, the vehicle must be registered with the Client as keeper at the Client's domestic domicile. ALD has the right, at the Client's expense, to have a restriction on the change of keeper of the vehicle (Code 178 "change of keeper prohibited") entered in the vehicle's registration certificate and in the Swiss Confederation's central register of vehicles and vehicle keepers (MOFIS, or the new information system on vehicle registrations (IVZ/SIAC) after introduction of the latter).

Should the customer ask for a registration under ALD's name, a monthly fee will be applied in relation to the management of the road taxes paid by ALD and rebilled to the customer. If ALD receives in these extraordinary cases the customer's fines sent by the police, as an additional fine management service ALD will either pay these fines on behalf of the customer and rebill them or forward them to the customer for payment. A handling fee will be charged to the customer for each fine received and rebilled to the customer.

**4.3.** The Client is only permitted to drive the vehicle in those countries that are named in the international motor insurance card. It is not permissible to station the vehicle abroad permanently. It is not permissible to use the vehicle for participating in sports events, as a taxi or for driving school. The use of the vehicle for the transport of hazardous substances is only permitted if ALD has given its prior written consent and if special insurance cover has been taken out.

**4.4.** The Client is not permitted to hand the vehicle over to third parties for their use without ALD's prior written consent. This does not prevent the Client from handing it over to his employees or their spouses and/or registered partners, life partners or children, provided said persons are in possession of a valid driving licence and corresponding insurance cover exists ("vehicle users"). The Client is responsible for the behaviour of the vehicle users and must ensure that they undertake to comply with the provisions of the lease contract, the GTCs and all the documents declared to form part of the contract and to obtain any authorisation that may be necessary.

**4.5.** It is the Client's duty to use the vehicle with due care and in accordance with its intended use and also to comply with all provisions and/or recommendations associated with the use and preservation of the vehicle. It is prohibited for the Client to manipulate the odometer in any way. Any damage to the odometer must be reported immediately to ALD along with its most recent reading. The odometer is to be repaired within one day in accordance with Arts. 11.1 to 11.5 and Art. 11.7 of the GTCs in a garage authorised by ALD.

**4.6.** Fittings, conversions and modifications to the vehicle require ALD's prior written consent and must not result in a reduction in value. They become the property of ALD without any right to claim reimbursement or compensation. ALD has the right to demand that the Client reinstate the original condition and/or compensate for the reduction in value.

**4.7.** It is the Client's duty to protect the vehicle against any intervention by third parties (such as seizure, retention, or sequestration (by customs)) and to inform immediately the authorities as well as third parties of ALD's ownership. The Client must inform ALD in writing and providing the corresponding documents of interventions by the authorities or third parties or the starting of judicial or extra-judicial insolvency proceedings against him. The Client shall compensate ALD for any damages and all the costs it incurs arising out of claims by the authorities (for instance sequestration by customs) or third parties or caused for defending actions against the aforementioned.

## 5. Bearing of risk and maintenance

**5.1.** The risk related to the vehicle is transferred to the Client at the same moment at which according to the delivery contract such risk is transferred from the supplier to ALD or, at the latest, when the vehicle is delivered to the Client.

**5.2.** From the moment defined in Art. 5.1 of the GTCs until the vehicle is returned, the Client bears the risk of accidental destruction of the vehicle, loss, theft, partial or total damage, premature wear, reduction in value exceeding the usual and contractual wear and tear or restricted usability as well as any other deterioration in the vehicle's functional capacity, and is also liable towards ALD therefore.

**5.3.** It is the Client's duty to keep the vehicle in a fully functional and roadworthy condition and to arrange for the inspections, maintenance and repair work required by law and recommended by the manufacturer to be performed on schedule and by a garage authorised by ALD. If the work is covered by the Technical Service defined in Chapter IV, section A of the GTCs, ALD will pay for the work performed by the garage. On the other hand, if work done by the garage is not included in the Technical Service or if the entitlement to the Technical Service has expired, it must be paid for directly by the Client. The procedure to be followed in the event of inspections, repair work or damages is laid down in Arts. 11.1 to 11.5 and Art. 11.7 of the GTCs, and the procedure to be followed in connection with the Technical Service is that laid down in Arts. 19.1 to 19.3 and Art. 23.1 to 23.3 of the GTCs. It is the Client's duty to carefully preserve the documents concerning the repair and maintenance work performed, as well as all the technical documentation and declarations of conformity, and to hand these over to ALD upon the latter's request.

## 6. Non-delivery, late delivery as well as warranties of quality and title

**6.1.** All the rights of the Client arising out of non-delivery or late delivery as well as warranty claims arising out of the condition of the vehicle or warranties of quality and title are hereby excluded, to the extent legally permissible. This does not affect the Client's claims arising out of non-fulfilment or late fulfilment as well as warranty claims in connection with the services defined in Chapters III and IV of the GTCs. Any direct and indirect damage suffered by the Client, including the costs defined in Art. 12.3 and Arts. 7.7. to Art. 7.9. of the GTCs are at all events to be pursued by the Client at his own costs and risk against the supplier or other person liable to meet a claim.

**6.2.** ALD hereby assigns to the Client its contractual and statutory claims against the supplier and any other person liable to meet a claim arising out of the non-delivery, the late delivery or the defective delivery (warranty of quality) of the vehicle. The pursuit of these claims and rights is at the Client's risk and cost, but with performance to ALD. Insofar as it is not possible to assign such rights, ALD hereby authorises and obligates the Client to pursue such claims and rights as its representative at the risk and costs of the Client but with performance to ALD. In connection with this trial mandate, ALD has general authority to issue directives. Excepted from the assignment and the trial mandate are ALD's claims for vindication and reimbursement of the purchasing costs paid by it as well as the claims in connection with the services defined in Chapters III and IV of the GTCs. ALD alone has the right to take defensive action against dispossession claims by third parties. If the third party succeeds in having its claims accepted, Art. 12.3 of the GTCs shall apply.

**6.3.** The Client is responsible for pursuing all legal remedies and fulfilling all obligations within the time limit provided and has the duty of immediately pursuing and enforcing the assigned rights and claims and/or of asserting and enforcing those whose enforcement he is authorised to exercise as ALD's representative, including through court action where necessary. The Client has the duty to inform ALD continuously in a suitable manner and is liable towards ALD for any damage he causes in the exercise of the assigned rights and claims and those rights which he has been authorised to enforce and also in the obligations associated therewith or their omission.

**6.4.** ALD has the right at any time to demand that the Client re-assign to it in whole or part the rights and claims assigned in accordance with Art. 6.2 of the GTCs and/or to cancel with immediate effect in whole or part the authorisation to exercise rights in accordance with Art. 6.2 of the GTCs. The consequence of such a re-assignment and/or cancellation of the authorisation to exercise a right is that ALD alone will then be entitled to exercise or claim such right against the supplier or any third parties.

**6.5.** If the Client succeeds with a claim for a replacement delivery or a reduction in price, ALD and the Client shall agree upon the legal consequences for the lease contract. Basically, in the event of the delivery of a replacement vehicle, a new lease contract shall be to drawn up, and, in the event of a reduction in price, ALD shall make allowance for the aggregate rate paid by the Client in excess and the

future aggregate rate. In the event that the Client withdraws effectively from the delivery contract, the lease contract shall be terminated in accordance with Art. 12.3 of the GTCs.

## 7. Insurance and liability

**7.1.** Before taking delivery of the vehicle and until return of the same, the Client must take out sufficient insurance cover against the risks listed in Art. 5.2 of the GTCs and the risks related with the vehicle and his capacity of vehicle keeper, and stipulate a motor-vehicle liability insurance and a full accidental damage insurance with current value supplement (“full accidental damage insurance”). If a deductible is agreed, it shall be for a sum not exceeding CHF 2000.- per claim. ALD offers the Client an optional insurance service.

**7.2.** ALD is entitled to demand from the Client at any time that he furnish documentary evidence of the existence of sufficient insurance cover as laid down in Art. 7.1 of the GTCs. If the Client fails to comply with the duty of insurance or the production of documentary evidence thereof and/or the requirement to sign the assignment of full accidental damage insurance within the meaning of Art. 7.3 of the GTCs within the additional deadline set for the purpose, ALD shall have the right to conclude an insurance contract at the Client’s expense. In order to maintain the insurance cover, ALD shall further have the right to pay any unpaid premiums to the insurer and to claim these back from the Client.

**7.3.** The Client assigns all present and future rights and claims arising out of the full accidental damage insurance in accordance with Art. 7.1 of the GTCs and his damage claims as well as any other claims that he may acquire resulting from damage to the vehicle vis-à-vis liable third parties or arising out of insurance contracts concluded by third parties to ALD. For this purpose, the Client must sign the separate form Assignment of the full accidental damage insurance. ALD has the right to inform the insurer of this assignment at any time and to request it to provide information regarding possible late payments or cancellations of benefits. Regardless of this, the Client is hereby authorised and given the obligation to claim and enforce at his own expense the assigned rights and claims against the insurer or third parties, including through court action if necessary. The Client must demand that payments of compensation be made to ALD and is liable towards ALD for any loss arising in connection with claim or enforcement.

**7.4.** The Client is required to inform ALD immediately of any changes made within the framework of the insurance relationship and to present the amendment documents at the first request.

**7.5.** In the event of an accident or other damaging occurrence, the Client must immediately inform his motor-vehicle liability insurance and his full accidental damage insurance thereof in accordance with the terms and conditions in the insurance policies and/or the general conditions of insurance. Non-compliance with the duty to inform the insurer immediately may lead to the loss of the insurance cover, for which the Client is liable towards ALD.

**7.6.** ALD has the choice of using the insurance benefits payable as a result of the occurrences listed in Art. 11.1 of the GTCs to have the vehicle repaired or replaced or for compensation of the damage. If the insurance benefit is not sufficient for repair, replacement or compensation, the Client will have to pay the difference. If the lease contract is terminated through a written declaration by ALD in accordance with Art. 12.1 of the GTCs, the insurance benefits will be taken into account up to the maximum of the amount owed by the Client under Art. 12.6 of the GTCs.

**7.7.** The Client confirms to be aware of his rights and duties arising out of the Swiss Federal Act on Product Safety (“PrSG”) and that he is to settle these directly with the supplier and/or manufacturer. ALD assumes no responsibility whatsoever for compliance with the product-safety provisions and excludes to the extent legally admissible any liability for any possible indirect or direct damages as a consequence of non-compliance with said provisions. The Client shall not hold ALD responsible in this respect and undertakes to maintain ALD fully harmless against any claim for damages filed by third parties.

**7.8.** The Client is liable for any damages incurred by ALD and third parties caused by the vehicle. If the law lays down that liability lies with ALD, the latter shall have the right to seek redress from the Client. All forms of liability by ALD towards the Client for direct and indirect

damages caused in connection with the vehicle and/or the operation and use thereof are excluded, to the extent legally permissible.

**7.9.** The Client shall maintain ALD fully harmless against any claims made by third parties in relation to the vehicle and compensate ALD for any damages and reductions in value resulting from breaches of Arts. 4.3 to 4.7 and Arts. 5.2 and Art. 5.3 of the GTCs. Following the setting of a remedy period in writing, ALD has the right to fulfil these duties or to arrange for their fulfilment at the Client’s expense. If the lease contract is concluded with several persons, they are all jointly and severally liable towards ALD.

## 8. Payment duties

**8.1.** In consideration for the financing of the lease provided by ALD and the services in accordance with Chapters III to VIII of the GTCs to be provided by ALD or by contracted third parties, the Client shall pay to ALD monthly an aggregate rate. In addition to this aggregate rate, ALD may invoice the Client for additional charges in accordance with the General Table of Charges and/or the “Vehicle Return” Table of Charges as well as for non-recurrent payments for ancillary services and may also charge sums invoiced by third parties in connection with the lease contract and the services.

**8.2.** Any special payment and/or guarantee that may be agreed is to be provided to ALD or a person named by it before the vehicle is handed over. The special payment is spread pro rata over the monthly aggregate rates due for the duration of the lease contract as stipulated in it. In the event of an early termination of the contract, the special payment will not be refunded (not even pro rata). No interest is credited on the guarantee. When the lease contract comes to an end, any claims ALD has on the Client will be deducted from the guarantee and, if any surplus remains, this will be paid to the Client.

**8.3.** Should it be impossible to use the vehicle, for example as a consequence of malfunctions, maintenance, repairs, official orders or the pursuing of claims arising out of non-delivery, late delivery or warranties of quality or title and/or if it is not possible to make use of a service, the duration of the lease contract will not be extended, and the Client will not be permitted to reduce or discontinue payment of the aggregate rate.

## 9. Charges and contributions, change in the aggregate rate

**9.1.** The Client bears all the charges, contributions, taxes and other tribute (“charges”) debited to it or to ALD in connection with the vehicle, its acquisition, use and disposal, or with the lease contract as such, as well as with the services, in particular circulation/vehicle tax and value-added tax. If there is any change in the rate of value-added tax during the duration of the contract or if any new charges are introduced in connection with the existence or operation of the vehicle, the services and/or the lease contract, ALD is entitled to charge these additional costs on to the Client and thus to adapt all claims and amounts arising out of the lease contract from the point in time of the change onwards or to invoice any charges levied on it to the Client.

**9.2.** The calculation of the aggregate rate is based on ALD’s refinancing conditions on the date of the price calculation indicated in the contract. If a period of more than four months elapses between the price calculation and the acceptance of the vehicle (commencement of the duration of the lease contract) and if the reference interest rate defined below increases by more than 25 basis points (0.25 percentage points) during that time, ALD is entitled to adapt the aggregate rate to the extent that corresponds to the increase in the interest rate from the date of the calculation of the aggregate rate up to the point in time of the acceptance of the vehicle. The interest rates for days that are not bank working days are taken to be those of the following working days. The decisive reference interest rate for judging the changes is the three-month Libor rate for Swiss francs as published by the Swiss National Bank (SNB).

**9.3.** If, during the period of time between the date of the price calculation and acceptance of the vehicle, the costs of the vehicle and/or the services are adjusted on the basis of a price reserve (price increase or price reduction) provided for in the contract with the manufacturer, the supplier and/or the service provider or as a

consequence of additional vehicle specifications or services requested by the Client, the aggregate rate shall be adjusted in the same ratio.

**9.4.** The Client hereby expressly consents to the change in the aggregate rate, provided that the conditions laid down in Arts. 9.1, 9.2 and/or 9.3 of the GTCs are met. The change is communicated to the Client in a new, written computation of the aggregate rate. The amended aggregate rate is deemed to have been accepted by the Client if he signs the notification of change and/or pays the new aggregate rate.

**9.5.** The aggregate rate depends upon the duration of the lease contract and the total driving distance indicated by the Client. If the Client ascertains that the number of kilometres actually driven is higher than the share in the total driving distance corresponding to the elapsed time, it must inform ALD thereof. ALD is entitled to use the information provided by the authorised garages and possibly gas stations operated by oil companies on the number of kilometres driven for the purpose of establishing that the vehicle was driven more than the pro rata number of kilometres. After the end of twelve months, counting from the commencement of the duration of the lease contract, ALD is entitled, if it is established that the number of kilometres actually driven is 10% more than the proportion of the total driving distance calculated for the corresponding period of time, to undertake a recalculation and adaptation of the aggregate rate on the basis of the changed circumstances and to increase the future aggregate rates to allow for the number of additional kilometres driven per month at this point in time in accordance with the rate for charging for additional kilometres after the event stipulated in the lease contract. The changed aggregate rate is notified to the Client in writing. The latter is then granted a period of ten days to explain in writing, giving reasons, why the pro rata excess in the kilometres driven is to be ascribed to non-recurrent circumstances and that the kilometre allowance will be complied with until the end of the duration of the lease contract. Should the Client refuse to pay the newly calculated aggregate rate, the agreed aggregate rate shall continue to be charged and the additional kilometres driven are then invoiced in accordance with the rate for charging after the event for kilometres exceeding the allowance stipulated in the lease contract in the form of a non-recurrent payment as provided for in Art. 10.3 of the GTCs or at the end of the lease contract in the form of a final settlement as provided for in Arts. 14.1 to 14.3 of the GTCs. The changed aggregate rate is deemed to have been accepted by the Client if he signs the notification of change and/or pays the new aggregate rate. ALD has the option of waiving the recalculation and increasing the aggregate rate and of proceeding in accordance with Art. 10.3 or Arts. 14.1 to 14.3 of the GTCs. Should the increased total driving distance on which the recalculated aggregate rate is based not be reached at the end of the duration of the lease contract, the number of unused kilometres will be credited to the Client by ALD in accordance with Arts. 14.1 or 14.3 of the GTCs.

## 10. Due date and payment arrears

**10.1.** Unless there are provisions to the contrary in the lease contract, the payment of the aggregate rate is due monthly in advance on the first day of each calendar month. The first payment is to be made on the first day of the month following acceptance of the vehicle and the commencement of the contract duration as laid down in Art. 1.4 of the GTCs. For the period of time between acceptance of the leased vehicle and the first of the following month, a sum equal to 1/30 of the average monthly aggregate rate will be charged, reimbursed or offset for each day.

**10.2.** Following the return of the vehicle, ALD will draw up an invoice on the basis of the effective duration of use of the vehicle and the services

**10.3.** As an exception to Art. 10.1 of the GTCs, other claims, in particular interim and final settlements, non-recurrent payments for ancillary services and the passing on of sums invoiced by third parties in connection with the lease contract and the services, are due and payable immediately.

**10.4.** For the payment of the monthly aggregate rate, the Client is to issue a standing order for the benefit of ALD. Alternatively, ALD has the right to demand that payment of the monthly aggregate rate and the

Client's other obligations arising out of the lease contract, the services and passing on of additional charges in connection with the lease contract, such as charges for maintenance and repairs and the payment of insurance premiums, be done by direct debit (LSV). The Client undertakes to keep the standing order in existence for the entire duration of the contractual relationship with ALD or to maintain the direct-debit authorisation until all its commitments have been met.

**10.5.** Payments are deemed to have been made on the date on which they are credited to ALD's account. If the Client is in arrears with payments, all payments due to ALD from this lease contract will have the default interest added to them as listed in the General Table of Charges without a prior notice of default being necessary, unless ALD produces evidence of having suffered greater damages due to the arrears.

**10.6.** The Client is to pay a processing fee for every notice as listed in the General Table of Charges. Furthermore, the Client shall reimburse to ALD all legal cost necessary to pursue its claims, including, in particular, the costs of debt-collection offices.

## 11. Damage to and loss of the vehicle

**11.1.** After an event of damage (accident, vandalism, other damage, etc.), the Client must inform the ALD Driver Services Department in writing, within two to three working days, of the nature and scale of the damage and must submit the original of the damage notification form or the European accident protocol respectively.

**11.2.** If the customer subscribes to the ALD insurance service described in Section V. of these GTCs, he chooses a garage authorised by ALD to mend the damage. If necessary, the damage is appraised by a representative of the insurance or an independent expert. ALD will provisionally pay the costs of the repair and subsequently claim these from the Client's full accidental damage insurance or the insurances of a liable third party. If the insurances refuse to assume the repair costs, ALD will invoice these to the Client himself. The Client shall support ALD in pursuing the claims against the insurances and issue all the declarations necessary for this purpose. In the event of payment of the repair costs by himself or his full accidental damage insurance, the Client has the right to pursue his claims against third parties at his own cost and risk. The Client is informed at the beginning of the lease contract which garages are authorised by ALD; these are also listed in the ALD driver's handbook and are to be found via the application software for mobile operating systems (MyALD)

**11.3.** If the Client is taking care of his own insurance cover, he is only permitted to have the damage repaired either at a garage authorised by ALD or at a garage chosen by himself and approved in advance by ALD for the individual case. The Client then pays the repair costs directly to the garage and takes charge himself of having these costs accepted by his full accidental damage insurance or a liable third party or the latter's insurance.

**11.4.** Even if the Client has not concluded an ancillary agreement with ALD for the insurance service, he may, in an individual case and upon payment of a handling charge per case as listed in the general table of charges, entrust ALD with taking charge of the repair costs provisionally and of obtaining reimbursement of these costs from his full accidental damage insurance or the insurances of a liable third party. If the Client wishes to make use of this service in a specific case, he must apply for it when reporting the damage in accordance with Art. 11.1 of the GTCs. It is the Client's duty to hand over to ALD all documents connected with the insurance cover, to assist ALD in pursuing the claims against the insurances and to issue all the necessary declarations vis-à-vis ALD and the insurances. The Client is responsible for ensuring that all the notifications are submitted in time before entrusting ALD and has the duty to submit in time to ALD all the necessary documents and declarations. If the insurances refuse to assume the repair costs, ALD will invoice these to the Client himself.

**11.5.** The damage will not be repaired in cases in which, given severity or extent thereof, the vehicle is a total write-off (cf. Art. 11.8 of the GTCs), or in which the probable repair costs exceed 60% of the vehicle's replacement value (cf. Art. 12.1 of the GTCs).

**11.6.** If the Client acts contrary to the provisions of Arts. 11.1 to 11.3 of the GTCs and arranges for the repair to be carried out, for example at a

garage not generally authorised or not approved for the individual case by ALD, ALD has the right to commission an expert to appraise the damage repair and to charge the Client for any reduction in value suffered by the repair work, the costs of the expert opinion, the difference between the repair costs in a garage authorised by ALD and the actual repair costs as well as handling charges incurred as listed in the General Table of Charges.

**11.7.** In cases of emergency, where it is not possible to obtain the assistance of a garage authorised by ALD in accordance with Art. 11.2 of the GTCs or if trying to do so would incur unreasonable difficulties, it is permissible to have the repair carried out in another garage offering a guarantee of careful work subject to the prior consent of the ALD Driver Services Department.

**11.8.** If, in the judgment of the authorised garage and ALD, the vehicle is a total write-off or if the vehicle has been accidentally destroyed, the lease contract shall be deemed to have been terminated on the date of the occurrence that caused this total write off.

**11.9.** In the event of the vehicle's disappearance (through loss or theft) it is the Client's duty immediately to take the precautionary measures stipulated in the insurance policy and/or the general conditions of insurance. The lease contract will be suspended for the duration of the waiting period provided for in the insurance policy with respect to the payment of compensation. If the vehicle is found again within the waiting period, the lease contract will be reactivated and the duration thereof extended by the period during which the lease contract was suspended. If the vehicle cannot be found within the waiting period, the lease contract is deemed to have been terminated on the date of the vehicle's disappearance.

**11.10.** In those cases of Art. 11.8 and 11.9, the Client is liable towards ALD, regardless of possible fault, for the damage calculated in accordance with Art. 12.6 of the GTCs.

## 12. Early termination of contract

**12.1.** In the event of repair costs amounting to more than 60% of the vehicle's replacement value, the lease contract is terminated at the end of a calendar month by a written notice from ALD. The Client is liable to ALD, regardless of possible fault, for the damage calculated in accordance with Art. 12.6 of the GTCs.

**12.2.** ALD is entitled to early termination of the lease contract for important reason if the Client is in default with a monthly payment of the aggregate rate or any other claims that ALD may have and fails to fulfil this contractual duty despite the setting of a remedy period of ten days with the threat of the consequences of default. In addition, ALD is entitled to early termination of the lease contract for important reasons and without setting a remedy period in particular, but not exclusively, when

- on the side of the Client, one of his personally liable associates, a guarantor, surety or a joint and several debtor, circumstances occur or become known which endanger or impede the enforcement of ALD's rights, or if a material deterioration of the financial condition of these persons occurs or threatens to occur. This shall apply in particular in the event of insolvency, seizure, retention, attachment, moratorium of debt enforcement, protests of bills or opening of bankruptcy proceedings;
- the Client dies, loses the capacity to act or becomes restricted therein, disposes of at least appreciable material part of his business, materially restricts or ceases his business activity, changes the object of his business or starts liquidation;
- the Client has given incorrect statements about his financial and patrimonial situation when concluding the lease contract or failed to disclose facts or circumstances in the knowledge of which ALD would not have concluded the contract;
- a criminal act is committed with the vehicle, in particular, but not exclusively, a qualified traffic offence (especially qualified speed excess);
- the Client endangers or infringes ALD's property or contractual rights to the vehicle or fails to pursue carefully and in accordance with instructions claims pertaining to ALD and assigned to the Client arising out of default in delivery and warranties of quality;

this also applies to claims the Client has been authorised to pursue;

- agreed guarantees, such as special payments and bonds, are not validly set up or lapse;
- the Client does not provide the information needed by ALD to fulfil statutory and regulatory duties, in particular in connection with the identification requirements in relation to combating money laundering; or
- the place of performance is moved out from Switzerland in a foreign jurisdiction, especially if this is triggered by the Client moving his seat.

**12.3.** This lease contract lapses if the delivery contract with the supplier is not concluded, is subsequently annulled or cancelled, if delivery of the vehicle becomes definitively impossible as well as if a third party succeeds with a dispossession claim. If ALD does not obtain refunds of the payments it has made to the supplier, including interest at the standard commercial rate, the Client undertakes to maintain ALD fully indemnified unless ALD has acted negligently with regard to the collapse of the lease contract. In consideration thereof, ALD will assign to the Client any claims it may have to against the supplier for the Client to pursue them in its own name and risk. If it is the Client's fault, he is liable to ALD for the damage incurred by ALD therefor (in particular compensation for the refinancing costs, the costs of concluding the contract and the loss of profits).

**12.4.** In the event of an early termination of a single lease contract, ALD has the right to also terminate all other individual lease contracts that may be in existence with the same Client. At the time the lease contract is cancelled, the right to make use of the services defined in Chapters III to VIII of the GTCs and also those provided for in any ancillary agreement that may exist elapses.

**12.5.** If the event of early termination of the lease contract, it is the Client's duty to return the vehicle to ALD at the time and place indicated by ALD. ALD has the right to claim any monthly aggregate rates that are due and have not been paid plus default interest thereon in a one and single payment and to claim further damages from the Client. In this case, the damages are computed as follows:

- discounted sum of all future monthly aggregate rates not yet due for payment up to the end of the agreed fixed duration as laid down in the lease contract;
- plus the reduction in the value of the vehicle to be calculated according to Arts. 13.3 and 13.7 of the GTCs;
- plus any compensation for additional kilometres that may be owed to ALD according to Arts. 14.1 to 14.3 of the GTCs and any claim due to ALD arising out of the services (for instance in the cases provided for in Art. 21.2 of the GTCs);
- plus the repair, maintenance and overhaul costs provided for in Arts. 13.3 to 13.5 of the GTCs;
- minus the payments actually made to ALD by the insurances in accordance with Art. 7.6 of the GTCs, and
- minus 10% of the sum of all future, not yet due, discounted monthly payments for the agreed services up until the end of the fixed duration laid down in the lease contract, if its early termination occurs in the first third of its duration, or 20% of the above-mentioned amount if the early termination of the contract occurs in the second third of its duration, or 30% of the above-mentioned amount if the early termination of the contract occurs in the final third of its duration.

Further claims and damages arising out of the present lease contract remain reserved.

**12.6.** If ALD cancels the lease contract early and if the Client is unable to return the vehicle because it has disappeared or is a total write-off, ALD has the right to claim the due and unpaid monthly aggregate rates plus default interest and to claim from the Client further damages. In this case, the calculation of the damages shall be as follows:

- discounted sum of all future monthly aggregate rates not yet due for payment up to the end of the agreed fixed duration as laid down in the lease contract;
- plus the market value of a comparable vehicle calculated by applying the most up-to-date Eurotax chart (trader sale) for Switzerland;

- plus any compensation for additional kilometres that may be owed to ALD according to Arts. 14.1 to 14.3 of the GTCs and any claim due to ALD arising out of the services (for instance in the cases provided for in Art. 21.2 of the GTCs);
- minus the payments actually made to ALD by the insurances in accordance with Art. 7.6 of the GTCs, and
- minus 10% of the sum of all discounted future monthly payments not yet due for the agreed services up to the end of the fixed duration stipulated in the lease contract, if the early termination of the contract occurs in the first third of its duration, or 20% of the above-mentioned amount if the early termination of the contract occurs in the second third of its duration or 30% of the above-mentioned amount if the early termination of the contract occurs in the final third of its duration.

Further claims and damages arising out of the present lease contract remain reserved.

### 13. Return of the vehicle and payment of damages

**13.1.** When the contract comes to its ordinary or extraordinary end, it is the Client's duty to hand back the vehicle with its accessories, all documents and keys, complete and in the contractually stipulated condition, at his expense and risk, at the location indicated by ALD. The charges incurred during return are indicated in the Vehicle Return Table of Charges. The Client has no right of retention over the vehicle.

**13.2.** If the Client fails to return the vehicle at the agreed time or at the end of the lease contract, ALD has the right to claim that it be handed over. Until such time as the vehicle is returned in conformity with the contract, the contractual provisions continue to apply unchanged.

**13.3.** When returned, the vehicle must be free from damage and in a condition corresponding to its age, its contractually agreed use and market expectations and also roadworthy and safe to operate. The Client is liable towards ALD for all the necessary repairs, maintenance and overhaul work that have to be carried out to restore operational safety and/or to eliminate damage. The Client is also liable for a reduction in value of the vehicle. The vehicle must be in a condition corresponding to the expectations of an average purchaser of second-hand vehicles, considering its age and distance driven and assuming it has been carefully used and in a conservative manner.

**13.4.** When the vehicle is returned, a report is drawn up on its condition, the traces of wear and tear and damage that have occurred on it, and this report is to be signed by ALD and the Client or their representatives respectively. After that, the vehicle is to be evaluated by an independent motor-vehicle appraiser appointed by ALD at the Client's expense. This appraiser is to examine whether the vehicle is in a condition corresponding to the contractual provisions, its age, the distance driven and careful and conservative use, and to what extent the vehicle corresponds to the condition that the market would justifiably expect. In making this evaluation, ALD's guidelines for evaluating the value of returned vehicles are to be used and the following components in particular are to be examined: tyres, wheel rims, paintwork, bodywork, parts attached to the bodywork (unpainted), windscreen and lights, passenger and luggage compartment, damage caused by fitting and removing parts, mechanical parts/engine compartment and missing parts. The guidelines contain descriptions and pictures of the traces of wear and tear accepted by ALD as being commensurate with the use and contractual terms as well as those conditions that it does not accept.

**13.5.** The motor-vehicle appraiser is to make a distinction between traces of wear and tear that are commensurate with use and the contractual provisions, which are tolerated by ALD and which the Client does not need to compensate, and damage which the Client must compensate. The expert is to indicate the costs for restoring the state commensurate with use and the contractual provisions, considering the most favourable method. Provided the restoration costs indicated by the motor-vehicle expert do not exceed a total of CHF 2000.- (excluding VAT), damage to be paid is determined according to ALD's guidelines for returned vehicles. Depending on the damage, the Client is required to pay a portion thereof, a lump sum according to the Vehicle Return Table of Charges or up to 100%, being equal to the reinstatement value. Damages which are qualified as "percentage" in

the evaluation document will be considered in proportion to the repair cost depending on the vehicle's age and distance driven. If the restoration costs indicated by the appraiser exceed a total sum of CHF 2000.- (excluding VAT), the repair or replacement costs are charged to the Client in full. Damage is also charged in full and at reinstatement value if it was caused through an accident or vandalism.

**13.6.** The Client will be informed of the motor-vehicle appraiser's conclusions by receiving a copy of the opinion. The value established by the motor-vehicle appraiser is taken as the basis for charging for reductions in value as well as the costs of repairs, maintenance and overhaul work.

**13.7.** Regardless of the duty to refund the restoration costs as laid down in Arts. 13.3 and 13.5 of the GTCs, at the end of the contract the Client shall pay for the reduction in vehicle's value following a damage caused by accidents. In this respect, ALD has the right to demand that the Client pay a sum equal to 10% of the total repair costs (without VAT) of all accidents to cover reduction in value. This compensation claim falls due upon termination of the lease contract. The Client will not be required to pay for a reduction in value on account of damage if the repair costs per claimable occurrence amount to less than CHF 1000.- (without VAT). Payments made by insurances or third parties for the reduction in market value are offset against the sum due by the Client.

**13.8.** The costs of the expert appraiser are to be borne by the customer. These costs, the transport and handling costs as well as the flat rate costs of returning the vehicle – in the form of a return fixed rate – can be charged to the customer as a composite amount.

### 14. Settlement for driving additional kilometres and for unused kilometres

**14.1.** If at the end of the lease contract the Client has exceeded or underscored the contractually agreed maximum driving distance, the kilometres in excess or unused are settled at the rates stipulated in the lease contract. Kilometres in excess or unused will not be taken into consideration up to the free kilometre limit stipulated in the lease contract. In the case of additional kilometres, only those kilometres that exceed the free kilometre limit will be charged. Credit for unused kilometres will be granted for a maximum of 10,000 km minus the free kilometre limit stipulated in the lease contract.

**14.2.** In the event of the early termination of the contract, the additional kilometres driven will be settled as follows: ALD first of all establishes the monthly kilometre allowance by dividing the total kilometre allowance stipulated in the lease contract by the number of months of the agreed contract duration. ALD then multiplies the monthly kilometre allowance so established by the number of months of effective use and thus obtains the kilometre assessment (computed kilometre assessment) for the early settlement. It is the Client's duty to remunerate ALD for the difference between the computed kilometre assessment and the number of kilometres actually driven, minus the free kilometre limit considered pro rata, at the rates stipulated in the lease contract for additional kilometres.

**14.3.** In the event of early termination of the contract, the maximum number of unused kilometres to be credited by ALD to the Client is computed in proportion to the actual duration of the contract. This maximum number is computed by subtracting the free kilometre limit from the stipulated maximum number of kilometres (10,000 km) and by then dividing the difference by the number of months of the agreed contract duration. The free kilometre limit applicable to the unused kilometres is reduced pro rata in the event of early termination of the contract. The distance driven monthly calculated in this way is then multiplied by the actual number of months of use. The result is then the maximum number of kilometres to be credited by ALD to the Client.

### 15. Data protection and the Client's duty to provide information

**15.1.** The Client acknowledges that ALD is a company belonging to the group Société Générale with headquarters in France. The Client gives his consent to the processing and transmission of his data in connection with the review of creditworthiness, risk analysis, ongoing administration of the lease contract and the services, the creation and evaluation of client profiles and marketing purposes. The Client consents to the data being processed by foreign companies belonging

to the group and/or being forwarded to them, whereby ALD guarantees compliance with the Swiss or comparable data protection laws during transmission of the data outside of Switzerland/EU/EEA through contractual agreements or equivalent measures.

**15.2.** The Client authorises ALD, the garages and tyre partners authorised by ALD, car-rental companies and the road-assistance partners to exchange data in connection with the provision of the services and the management of the lease contract. Where necessary, the Client is to obtain the consent of the vehicle user. The above-mentioned service providers are authorised to capture, process and exchange the data necessary for the administration of the contract, the processing of the claims and the providing of services. If necessary, the data will be exchanged with involved third parties, namely involved insurers, authorities, lawyers and external experts. To the extent necessary, the Client must authorise the entities mentioned to release the corresponding data and must ensure that the vehicle user also grants such permission.

**15.3.** ALD and the service providers are allowed to entrust third parties in Switzerland and abroad with the processing of the data and the management of the lease contract, provided this is permitted by Swiss law and there is a guarantee of appropriate data protection.

**15.4.** The Client authorises ALD, the foreign companies belonging to the group and the service providers to offer it products and services that might be of interest to it and/or to send information about them to its postal or e-mail address. The Client can withdraw this permission at any time at [sales.ch@aldautomotive.ch](mailto:sales.ch@aldautomotive.ch).

#### 16. Set off, recourse to third parties and assignment

**16.1.** ALD is permitted, without limitation, to offset its claims arising out of the present lease contract against any counterclaims the Client may have arising out of all the lease contracts concluded with ALD. The Client is permitted to offset any counterclaims arising out of the present contract recognised by ALD or finally ascertained by a courts against the monthly aggregate rate. Apart from this, the Client is not permitted to offset.

**16.2.** ALD is permitted to have recourse to third parties to provide services as defined in Chapters III to VIII of the GTCs and is liable solely for the careful selection of and the instructions to said third parties.

**16.3.** ALD is permitted to transfer the lease contract with all its rights and duties to third parties or to assign individual rights and claims therefrom to third parties, and particularly to transfer ownership of the vehicles. Even after such an assignment or transfer, the Client remains fully bound by this contract until its expiry. Assignment of the Client's rights and claims arising out of this contract or the transfer of the contract without ALD's prior written consent is excluded.

#### 17. Requirements of form, ancillary agreements and amendments to the GTCs

**17.1.** Cancellation of this lease contract needs to be done in written form, and waiving the written form requirement is only valid if made in writing. Neither suppliers nor service providers are authorised to issue or receive declarations deviating from the lease contract and these GTCs or from the delivery contract.

**17.2.** By signing the lease contract as laid down in Art. 1.2 of the GTCs, the Client renounces the applicability of any purchasing or other conditions in the framework of the contractual relations with ALD. Any deviating or additional Client's conditions are only valid if recognised in writing by ALD in each individual case before conclusion of the contract. The present GTCs are applicable even if ALD accepts a lease contract without reserves having knowledge of conflicting or deviating Client's conditions.

**17.3.** ALD is permitted to amend the GTCs at any time, although the amended GTCs will only apply to those lease contracts that are concluded after their amendment, without prejudice to a joint declaration by ALD and the Client on the applicability of the amended GTCs to contracts then already in operation. Excluded from this provision are the amendment clauses in Arts. 9.1 to 9.3 of the GTCs, which are applicable to existing lease contracts.

**17.4.** Should individual provisions be ineffective or void, that does not affect the effectiveness and validity of the other provisions. Ineffective

or invalid provisions are to be replaced with arrangements that correspond to and/or come closest to the economic aim desired by the parties and intended to be achieved through the ineffective provision.

**17.5.** It is the Client's duty to inform ALD immediately in writing of changes in legal form, liability circumstances of itself or those of its business, in particular of the ownership structure, as well as every change of domicile. Until such announcement is received by ALD, declarations shall continue to be deemed to have been validly served on the Client if sent to the original address.

## GENERAL TERMS AND CONDITIONS GOVERNING SERVICES

### 18. Entitlement to make use of the services

**18.1.** ALD offers the Client various services, namely a Technical Service (Chapter IV, section A), Road Assistance (Chapter IV, section B), a Tyre Service (Chapter IV, section C), a Rent Service (Chapter IV, section D), as well as a Fuel Card Service (Chapter IV, Section E.), an Insurance Service (Chapter V.), the Optiflex Matrix Service (Chapter VI), the reduced value fixed rate (Chapter VII.) and the return fixed rate, which the Client may take up individually or in combination with one another..

**18.2.** The scope of the individual services is stipulated in the lease contract and in the specific provisions below (Chapter IV of the GTCs), whereas the general provisions apply to all services unless anything to the contrary is stated in the specific provisions.

**18.3.** The use of the services is available only to clients whose motorcars or vans up to 3.5 tonnes have been financed by ALD and which have not been driven more than 180,000 kilometres. ALD has the right of imposing a handling fee in addition to the aggregate rate for the use of the services once the kilometre limit has been exceeded, the amount thereof being listed in the General Table of Charges.

**18.4.** The parties may, at any time, jointly declare the optional services to be part of the contract, but in such cases with respect to the Rent Service a three-month waiting period following the extension of the contract is applicable, during which that service cannot be used. The services are excluded if they are flagged with "excl." in the lease contract.

**18.5.** With respect to the conclusion of the contract, reference is made to Arts. 1.1 to 1.4 of the GTCs. In signing the lease contract, the Client recognises the guidelines handed to it on using the ALD service card.

### 19. Procedure for making use of the services

**19.1.** The procedure for making use of the services is described in the ALD driver's handbook and is binding on the Client and/or the vehicle user as the latter's representatives. The service providers selected and authorised by ALD and the ALD Driver Services Department are detailed in the ALD driver's handbook and can be consulted in their most up-to-date version at [www.aldautomotive.ch](http://www.aldautomotive.ch) and via My ALD.

**19.2.** The Client or vehicle user must prove their entitlement to the service providers by presenting the ALD service card; they make use of the service(s) as representatives of ALD, in its name and on its behalf, unless there is a provision stating otherwise in respect of individual services. The costs are invoiced directly to ALD. If a situation arises justifying use of the Road Assistance, it is the duty of the Client or vehicle user to immediately notify the ALD Driver Services Department, which is accessible at all times.

**19.3.** The Client or vehicle user has the duty to check the service providers' receipts carefully and to sign them provided they are correct. If the receipts are incorrect, the Client or vehicle user must object to them vis-à-vis the service provider, refuse to sign them and inform ALD. The receipts must be made available to ALD at its request. The Client is liable towards ALD for any damages incurred through the abusive use of the ALD service card or the services.

**19.4.** The Client or vehicle user must ensure that unauthorised third parties are not able to use the ALD service card. The Client is liable for damages incurred through the unauthorised use of services by the Client, the vehicle user or third parties. If the Client or vehicle user mislays the ALD service card, the ALD Driver Services Department must

be contacted immediately. At the end of the lease contract, the Client must return the ALD service card to ALD.

## 20. Expiry of the right to make use of the services

**20.1.** Entitlement to make use of the services is linked to the existence of a valid lease contract and is only valid while the lease contract is ongoing. It expires when the lease contract comes to an ordinary or extraordinary end, without need for separate notice.

**20.2.** Upon expiry of the entitlement to make use of the services, it is the Client's duty to return the ALD service card, after which the charges for the services will no longer be invoiced to the Client. If the Client nonetheless continues to make use of services, it will be charged for these costs as laid down in Art. 21.2 of the GTCs.

**20.3.** ALD can withdraw the Client's entitlement to make use of the services for an important reason, in particular if a case for applying Art. 12.2. of the GTCs arises, if the Client or vehicle user makes use of the ALD service card in a manner contrary to the contract or if the card is being misused by a third party. If at the same time, the lease contract is also terminated early, the damages payable are computed in accordance with Arts. 12.5 and 12.6 of the GTCs. If only the entitlement to use the services is terminated, ALD is entitled to demand payment of the charges due for the services up until that point in time plus interest on arrears as well as compensation in the form of a lump sum equal to 90% of the sum for all monthly payments not yet due for the agreed services up until the end of the agreed fixed duration stipulated in the lease contract if the early termination of the services occurs during the first third of the contract. If the early termination of the contract occurs during the second third of its duration, the lump-sum compensation is 80% of the above-mentioned sum, or 70% of the above-mentioned sum if the early termination of the services occurs in the final third of the contract duration. If it produces evidence of a greater loss, ALD is entitled to assert that claim too.

## 21. Payment duties

**21.1.** If the Client is charged directly by the service provider for the costs of making use of a service falling within the agreed scope or if the Client was entitled to consume a service abroad, these costs will be reimbursed subject to submission of correct vouchers, including correct invoices issued to ALD as recipient of the service in accordance with the provisions of the Value Added Tax Act. The costs for a service consumed abroad will be reimbursed up to the maximum amount that would have been incurred with a domestic service provider authorised by ALD. The Client is responsible for correct import into Switzerland and must fully reimburse ALD for any charges levied by the customs and/or tax authorities.

**21.2.** If the Client makes use of a service exceeding the agreed scope and acting on his own behalf instead of as a representative of ALD, if the service is provided after the end of the contract or by an unauthorised service provider and if the costs therefor are charged to ALD, ALD will invoice the Client for the sum invoiced to it plus an handling fee to compensate for the expenses incurred by ALD, the amount of which is listed in the General Table of Charges.

**21.3.** With respect to the provisions concerning the payment duties, the charges and contributions and amendments to the aggregate rate, the payment due dates and payment arrears, the early termination of the contract, the data protection, the Client's duty to provide information, the offsetting, the recourse to third parties, the assignment, the requirements of form, ancillary agreements and amendments to the GTCs as well as the place of fulfilment, the competent jurisdiction and the applicable law, Arts. 8.1 to 8.3, Arts. 9.1 to 9.5, Arts. 10.1 to 10.6, Arts. 12.1 to 12.6, Arts. 15.1 to 15.6, Arts. 16.1 to 16.3, Arts 17.1 to 17.5 and Chapter IX of the GTCs shall be applicable.

## 22. Liability

**22.1.** ALD assumes liability for the competent execution of the Technical Service, the Tyre Service, the Breakdown and Towing Assistance as well as the repair of damage by the garages and the direct damage to the vehicle in connection therewith only to the extent that ALD itself has the right to pursue warranty claims against the service providers. Any liability beyond this, in particular for indirect damages

and damages affecting the Client, his property or his assets, is excluded, to the extent legally permitted.

**22.2.** It is the Client's duty to check the work performed and the vehicle for faultlessness, completeness and correct functioning. The Client must immediately notify any defects to the service provider in writing and in the name of ALD and on its behalf. ALD must be informed and shall take charge of pursuing the contractual and, where appropriate, non-contractual claims against the service provider.

**22.3.** ALD assumes no liability for the illegal use of the ALD service card or the use thereof in a manner contrary to its intended and/or contractual purpose and has the right to pass on to the Client any sums invoiced to ALD by the service providers and to demand compensation from the Client.

## PROVISIONS GOVERNING PARTICULAR SERVICES

### TECHNICAL SERVICE

#### 23. Scope of service

**23.1.** The Technical Service entitles the Client as a representative of ALD, to have in its name and on its behalf servicing and maintenance work (controls and inspections) carried out to keep the vehicle in good order. As servicing activities qualify measures to ensure the continuing operation of the vehicle in the sense of regular maintenance thereof. The scope includes all the scheduled servicing laid down by the manufacturer in the vehicle documents or on its on-board computer at the intervals mentioned for therein. The scope covers the necessary materials and products, including oil and lubricants, brake fluids and cooling liquids.

**23.2.** The scope of the Technical Service also extends to the removal of damage due to wear and tear (for instance affecting the exhaust, brakes, transmission, clutch and engine) and/or the replacement of wearing parts (for instance fuses, bulbs and windscreen-wiper blades) provided they have been used correctly and in accordance with the contract, with the exception of Art. 25.3. Wearing parts are parts of the vehicle needing to be replaced with a certain periodicity within the framework of vehicle maintenance.

**23.3.** The scope of the Technical Service also includes the charges for the compulsory, periodic presentation of the vehicle to the registration authorities, including inspection of its exhaust and brakes.

#### 24. Excluded services

**24.1.** The care of the vehicle, such as washing, cleaning and polishing, as well as the costs for fuel, additives, windscreen washer fluid, antifreeze and engine oil if needed between the oil changes prescribed by the manufacturer, are excluded from the scope of the Technical Service.

**24.2.** The scope of the Technical Service does not include measures to rectify a malfunction that has occurred and the repair thereof if it does not fall under Arts. 23.1. and 23.2. of the GTCs. Are excluded from Technical Service for example:

- accident damage and the work and expenses related to it, including among other restoring mobility (towing costs, costs for replacement vehicles, etc.);
- damage to paintwork and broken glass (including damage caused by loose stones);
- damage due to failure to comply with the operating and maintenance rules issued by the manufacturer, omission of maintenance, treating the vehicle in a manner other than that specified in the contract and/or subjecting it to excessive loads occurring, for example, through participation in motor-sport events, and
- consequential damage, caused by removing defects not in a timely or proper way, regardless of whether or not the original fault is included in the scope of the service.

**24.3.** The following work is also excluded from the scope of the Technical Service:

- overhaul work to the vehicle, its internal linings and carpeting;
- fitting of add-on parts, special accessories and special fittings;



- elimination of damage caused by wear and tear to add-on parts, to radio, communication and navigation systems and also to special accessories and fittings that do not form parts of the lease contract;
- replacement and updating or upgrading of storage media (such as navigation systems), and
- replacement of tyres.

**24.4.** The costs for correcting faults that are covered by warranty, for which the manufacturer, the supplier or other third parties are responsible, are to be paid for by them, and ALD does not assume the costs nor does it provide any advance payment in the context of the Technical Service.

**24.5.** The Client is not authorised to order work in the name and on behalf of ALD involving excluded services. If the Client fails to comply with this, he will be charged the costs in accordance with Art. 21.2. and will be liable to ALD for any damage connected therewith.

## 25. Client's duties

**25.1.** The Client is responsible for ensuring compliance with all the rules issued by the manufacturer regarding the maintenance services to be performed and the intervals to be respected. The Client is liable towards ALD for infringements and breaches of duties in this respect leading to the whole or partial loss of warranty or replacement claims or to damage.

**25.2.** It is the Client's duty to have the Technical Service performed in the name and on behalf of ALD at a garage approved by ALD and the manufacturer (in the meaning of a representative of the brand). If none of the garages authorised by ALD is a brand representative, the Client must obtain ALD's consent before entrusting the work to a garage representing the brand.

## ROAD-ASSISTANCE

### 26. Material scope and geographic cover

**26.1.** The Road Assistance helps the Client regain mobility in the event of breakdowns and accidents occurring in Switzerland or other European countries, provided the place of the breakdown or accident is on a road open to motor car traffic or in a car park. The cover extends to those European countries that are named in the driver's handbook.

**26.2.** A breakdown is considered to be any sudden and unforeseeable failure of the vehicle as the consequence of an electronic or mechanical defect, rendering it impossible or illegal to continue to drive vehicle. An accident is considered to be a damage to the vehicle caused by an event impacting on it from the outside, such as a collision or impact with a third party, an overturning of the vehicle or damages to tyres as a result of a collision. Other cases considered as breakdowns or accidents are detailed in the description of the scope of service of the Road Assistance.

**26.3.** If the occurrence is covered from a material or geographic scope by the vehicle manufacturer's mobility guarantee, that mobility guarantee has precedence over the Road Assistance service and the Client is not entitled to claim under the Road Assistance service. ALD will refer the Client to the corresponding service provider in accordance with the manufacturer's mobility guarantee.

**26.4.** If the Client is affected by an accident or breakdown, he must immediately call the ALD Driver Service Department. Services will only be provided if the ALD Driver Service Department is informed without delay of the claimable occurrence. The ALD Driver Service Department will try to restore the vehicle's roadworthiness by providing assistance over the telephone.

### 27. Road assistance and towing

**27.1.** If the Client is affected by a breakdown and if it is impossible to remedy it with assistance over the telephone, a mechanic will then be sent to the breakdown location and endeavour to restore the Client's mobility on the spot, but the mechanic does not take spare parts along. It is the Client's duty to remain present with the vehicle until the breakdown is dealt with.

**27.2.** If the mechanic does not manage to mend the breakdown and if it has occurred in Switzerland or the Principality of Liechtenstein, the

vehicle will be transported to a garage authorised by ALD or, if the nearest one is more than 100 km away from the breakdown location, to the nearest garage handling the vehicle's brand.

**27.3.** If the vehicle has suffered an accident or damage through vandalism in Switzerland, it will be transported to the nearest garage authorised by ALD or, if that is more than 100 km away from the accident location, to the nearest garage handling the vehicle's brand. No breakdown assistance is performed on vehicles that have suffered accidents; they are just towed or transported away.

**27.4.** If the breakdown or accident occurs outside of Switzerland (with the exception of the Principality of Liechtenstein), the vehicle will be transported to the nearest suitable garage. If the breakdown or accident location is less than 100 km away from the Swiss border, the vehicle will be transported to the nearest garage authorised by ALD or to a closer garage handling the vehicle's brand in Switzerland or the Principality of Liechtenstein.

**27.5.** If spare parts are not obtainable locally outside of Switzerland, the Road Assistance will, as far as possible, organise their immediate delivery. The Client, however, has no right to claim compensation on account of the non-delivery of the spare parts. If the spare parts are not included in the scope of the service used by the Client, he will be required to pay these costs plus any customs charges that may be levied. The Client is, moreover, responsible for a correct import.

**27.6.** If the vehicle is unable to move on account of damage to a technical system or an accident or if it has left the road and if it is not possible to tow it away without entrusting special vehicles, the ALD Driver Service Department will organise recovery and assume the costs up to a maximum of CHF 2000.-.

### 28. Services in the event of the vehicle's unroadworthiness

**28.1.** If the vehicle cannot be repaired the same day following a breakdown or accident and if it remains unroadworthy, the Client or driver ("Client") and the other occupants of the vehicle together may claim reimbursement of their travel costs of up to CHF 60.- (in total for the driver and occupants) from the breakdown or accident location to the nearest form of public transport or, at the Client's choice, to the nearest car-rental company or hotel. The costs will only be assumed if a receipt is submitted, and provided they cannot be charged to an insurance held by the Client or a liable third party or directly to a third party.

**28.2.** In addition to Art. 28.1. of the GTCs, the Client is entitled to one of the services described in Arts. 28.3. to 28.6. of the GTCs below, unless and to the extent they are provided by an insurer or a third party being liable and/or the costs are taken over. The service to be provided in each specific case will be determined by the ALD Driver Service Department together with the Client considering the specific circumstances and the objectively most appropriate and most favourable procedure. The services cannot be cumulated.

**28.3.** The ALD Driver Service Department organises a replacement vehicle and pays the costs for it for the duration of the repair up to a maximum of seven days in order to ensure mobility. As far as possible, a replacement vehicle of the same category as the Client's one will be made available. All vehicles organised by ALD have liability and full accidental damage insurance with current value supplement. If the Client desires any additional forms of insurance cover (for example occupant insurance), he shall organise them himself. Not included in the costs assumed are those for fuel, the use of motorways, the risks of accidents and theft and other insurance costs. The Client undertakes to comply with the contractual provisions of the company making the vehicle available ("rental terms and conditions") and to compensate ALD and/or the service providers contracted by ALD for any claims arising out from the breach of these terms and conditions. The impossibility of organising a replacement vehicle does not give the Client the right to claim any form of damages and he must take one of the services described below.

**28.4.** ALD refunds the Client and other vehicle occupants the ticket costs of a first-class travel by public transportation. If the breakdown or accident location is abroad and if travel by rail using the fastest timetabled connection takes more than eight hours, the cost of a ticket for flying economy class will be assumed.

**28.5.** If the distance between the breakdown or accident location and the Client's residence is less than 50 km and if the return journey with a means of public transportation is impossible on account of the timetable or the lack of availability of the replacement vehicle on the day on which the breakdown or accident occurred, the costs of travel by taxi for the Client and the other vehicle occupants to the Client's residence will be refunded. This sum will only be refunded on submission of a receipt up to a maximum of CHF 300.- (being the total for the driver and the occupants).

**28.6.** If the distance between the breakdown or accident location and the Client's residence is more than 50 km and if further travel is not possible on the same day or if the Client waits for a repair to be completed in agreement with the ALD Driver Service Department, ALD will organise and pay for up to a maximum of four overnight stays in a three-star hotel to be determined by the ALD Driver Service Department, but a receipt must be submitted.

**28.7.** In addition to the service defined in Art. 28.1. and one of the services mentioned in Arts. 28.3. to 28.6. of the GTCs, the Client has the right to claim the refund of the travel expenses to the garage in which the vehicle has been repaired and can be collected again in a roadworthy condition. ALD will assume the costs for a ticket for travelling first class by public transportation or for flying economy class if the garage is situated abroad and the travel time using the fastest timetabled train connection is greater than eight hours.

**28.8.** The services in accordance with Arts. 28.1 to 28.7. of the GTCs are limited to a cap of CHF 600.- for claimable occurrences in Switzerland or the Principality of Liechtenstein. For claimable occurrences abroad, the costs assumed or refunded are limited to a cap of CHF 1200.-. These costs are only assumed provided the vehicle is unroadworthy. Any costs on top of that must be borne by the Client.

## 29. Repatriation of the vehicle / accommodation

**29.1.** If the repair work abroad takes longer than three days, ALD will arrange, once per claimable occurrence, to have the defective or damaged vehicle brought back from abroad to the garage authorised by ALD. The return transportation is only carried out with ALD's prior consent and provided the costs thereof do not exceed the current value of the vehicle after the claimable occurrence. If ALD considers the vehicle to constitute a total write-off within the meaning of Art. 11.8, it will be scrapped abroad and Art. 11.8. of the GTCs will then be applied.

**29.2.** Whether in Switzerland or abroad, the vehicle will be kept in a secure place until repaired or collected, for which the costs will be assumed up to a maximum of CHF 100.- per claimable occurrence. Costs exceeding this cap are to be borne by the Client.

## TYRE SERVICE

### 30. Scope of service

**30.1.** The Tyre Service entitles the Client to acquire new summer and/or winter tyres without needing to pay for them in cash as soon as the condition of the existing tyres objectively and according to recognised principles impairs driving safety or at the latest just before the depth of tread falls below the minimum legal requirement for summer and winter tyres.

**30.2.** The Client can choose between an unlimited and a limited Tyre Service. In the case of the unlimited Tyre Service, there is no restriction on the number of tyres that may be obtained and this is based solely on the criterion of driving safety or the minimum legal depth of tread. In the case of the limited Tyre Service, the maximum number of tyres that may be obtained is stipulated in the lease contract, and tyre replacements may moreover only be performed if driving safety is impaired or at the latest shortly before the depth of tread wears below the legal minimum. The type of Tyre Service and the tyre specifications (brand, type, size and dimensions) are stipulated in the lease contract.

**30.3.** The replacement of tyres damaged as a consequence of accidents, breakdowns or vandalism or of tyres having been subjected to excessive loads through use contrary to the terms and conditions of the contract (for example as a consequence of participating in motor-sport events) is excluded from the scope of both the limited and unlimited Tyre Service.

**30.4.** The scope includes the replacement of the steel rims if necessary in connection with the replacement of the winter tyres or, if so stipulated in the lease contract, the replacement of the aluminium rims. The scope of service also includes the cost of the work necessary for replacing the tyres (fitting and balancing). Unless there is a provision to the contrary in the lease contract, the scope also includes the cost for changing once a year from winter to summer tyres and the other way round and also the replacement of tyres made necessary on account of the impairment of driving safety or pending wearing below the minimum depth of tread. The Tyre Service also includes the seasonal storage of the summer and winter tyres, washing the wheel, the costs of valves and disposal of the tyres.

### 31. Additional services

The Client is only entitled to take tyres of the brand and size stipulated in the lease contract. Other tyres also permitted by the authorities or other brands or sizes may only be fitted with ALD's prior consent with the Client assuming the additional costs. The same applies if the Client wishes to have aluminium rims instead of steel ones.

### 32. Making use of the service / ownership

**32.1.** It is the Client's duty to take the necessary steps to have the tyres replaced once their condition makes that necessary for the sake of driving safety. The tyres are to be obtained from the tyre partner authorised by ALD, in its name and on its behalf. Exceptions to this are only permitted in emergencies and provided the ALD Driver Service Department is informed beforehand. Apart from that, Art. 21.2. of the GTCs applies.

**32.2.** The tyres, the rims to go with them and the hubcaps are the property of ALD. Arts. 4.5. to 4.7. of the GTCs apply *mutatis mutandis*. It is not permissible to dispose of tyres, the rims that go with them or the hubcaps without ALD's consent. At the end of the contract, the Client is required to return all tyres, the rims that go with them and the hubcaps to ALD in accordance with Arts. 13.1 to 13.7 of the GTCs. If any of these items is not returned, the Client will be charged lump-sum compensation as listed in the Table of Charges "Vehicle Return".

## RENT-SERVICE

### 33. Scope of service

**33.1.** The Rent Service entitles the Client to obtain and use a rented vehicle as a representative of ALD, in its name and on its behalf, for a certain period of time stipulated in the lease contract. The terms and conditions of the company making the rental vehicle available ("rental terms and conditions") are handed to the Client with the handing over of the rented vehicle. The Client undertakes to abide by the rental terms and conditions and to hold ALD fully harmless without objection for all claims arising out of non-compliance with these terms and conditions.

**33.2.** Depending on what is agreed in the lease contract, the Rent Service may either be used on a particular number of days during the duration of the lease contract, regardless of particular circumstances, or the lease contract lists the individual circumstances in which the Rent Service may be used. Such circumstances, may, for example, be maintenance work on the leased vehicle in the context of the Technical Service, repair work necessitated by breakdowns or accidents or the total write-off, disappearance or theft of a leased vehicle.

**33.3.** Unless the lease contract contains provisions to the contrary and to the extent that the replacement vehicle can be used in the event of one of the defined circumstances, the replacement vehicle is made available to the Client during the following maximum periods of time per occasion:

- in the event of maintenance work in accordance with the Technical Service in a garage authorised by ALD: for the duration of the service or for a maximum period of three days;
- in the event of an accident or technical damage: for the duration of the repair in a garage authorised by ALD or in a garage handling the brand for a maximum period of seven days;
- in the event of a total write-off or the disappearance of the leased vehicle: for a period of fourteen days, and
- in the event of theft: for a period of thirty days.

**33.4.** An attempt will be made to make available to the Client a vehicle of the same category as the leased vehicle, but the company making the rented vehicle available is under no obligation to do so.

**33.5.** All the vehicles have a liability and full accidental damage insurance with current value supplement. If the Client wants to have further insurance cover (for example insurance for vehicle occupants), he must organise that himself. The amount of the deductible is stipulated in the rental terms and conditions.

#### 34. Procedure

**34.1.** Before making use of the Rent Service, it is the Client's duty to inform ALD through the ALD Driver Service Department. ALD will organise the rented vehicle for the Client within 24 hours at the location where the Client can collect the vehicle and where it is to be returned.

**34.2.** If the conditions for exercising the right defined in Art. 26 in combination with Art. 28.3. of the GTCs are met, the provisions of the Road Assistance take precedence over these provisions governing the Rent Service, and the latter only take effect if it is not possible to provide a service through the Road Assistance.

#### 35. Acceptance, use and return of the vehicle

**35.1.** It is the Client's duty to inspect the rented vehicle for faultlessness and completeness at the agreed handing-over location and to declare in writing any objections or shortcomings in the name of ALD and on its behalf to the company making the vehicle available. ALD is to be informed thereof and will take charge of asserting the contractual claims against the company making the vehicle available.

**35.2.** It is the Client's duty to return the vehicle with all its documents and accessories in the condition agreed in the contract at the agreed time and place or, in the absence of an agreement on the latter, at the place at which it was accepted.

**35.3.** In the event of traffic accidents, breakdowns, disappearance or theft as well as any other damage to the vehicle or person injuries, it is the Client's or vehicle user's duty to immediately inform the company that made the vehicle available as well as ALD. In the event of an accident, theft or person injury, the police must also be informed. The Client is liable towards ALD regardless of any negligence for all costs arising for it therefrom.

**35.4.** It is the Client's duty to comply with all the rental terms and conditions and to use the rented vehicle solely in accordance with them. The Client is liable, regardless of blame, towards ALD for breaches of the contractual terms and conditions.

#### 36. Price / free kilometre limits and additional costs

**36.1.** The Client pays the sum for the Rent Service as a component in the monthly aggregate rate.

**36.2.** With regard to the free kilometre limits, the additional fees charged for extra kilometres and the costs of additional days of rental ALD's tariff terms and conditions shall apply. In addition, the Client bears the costs for the fuel, other agreed services (in particular insurance benefits), the costs connected with the acceptance and return of the vehicle as well as the costs connected to a claimable occurrence, in particular the repair costs. The client must refund such costs to ALD. The costs will be settled once the rented vehicle has been returned.

### FUEL CARD SERVICE

#### 37. Fuel card service

**37.1.** ALD undertakes to provide fuel cards from a mineral oil company of the customer's choice for the cashless purchase of deliveries and/or services for the vehicles named in the individual contracts within the scope of the fuel card service on the basis of the following terms and general conditions of business of the mineral oil company, on which this contract is based by mutual agreement. All of this on presentation of a fuel card including the bill for the services claimed and any further incidental costs and their statistical analysis.

**37.2.** Scope of services of ALD

- a) The provision of fuel cards from the chosen mineral oil company for the cashless purchase of deliveries and/or services of the mineral oil company on presentation of the fuel card.
- b) Summary of the services claimed for all vehicles; this takes place within the fuel card service system. A fuel card service analysis is carried out for each accounting period. The accounts will be drawn up one month after the end of the agreed accounting period. ALD, however, is entitled to change the accounting procedures.
- c) The goods and services purchased by the customer at the sales offices are regarded as having been sold and/or rendered directly by the mineral oil company. The delivery or other service is therefore made directly by the mineral oil company to the customer and/or vehicle user for VAT purposes.
- d) ALD assumes no liability, warranty or guarantee of whatever kind for the goods purchased and services rendered at the sales outlets. Furthermore, ALD assumes no liability for the illegal use of the fuel cards or the use thereof in a manner contrary to their intended and/or contractual purpose. The terms and conditions of the mineral oil company apply in this respect. The customer is therefore obliged to reimburse ALD for all amounts of whatever kind that ALD has to pay to the mineral oil company on the basis of the fuel card, regardless of culpability. Nor can ALD be held liable if the sales outlet refuses to accept the fuel card as a form of payment.
- e) Should the customer be in arrears with payments, ALD or the mineral oil company are entitled to suspend the validity of the corresponding fuel card until the outstanding debts have been paid.

#### 37.3. Fees

- a) The customer pays the monthly fuel card service fee that has been agreed separate to or included in ("incl.") the lease agreement for the fuel card service. Monthly accounting is carried out in accordance with the following Art. 37.5.
- b) ALD is entitled to demand a monthly payment on account for each single card or to adjust this based on the actual consumption. This payment on account corresponds to the estimated average monthly consumption. No interest will be paid on this amount.
- c) ALD is entitled to demand appropriate securities from the customer above and beyond the payment on account mentioned in Art. 37.3.b) for the claims and receivables that have already accrued or will accrue from this contractual relationship.
- d) The monthly ALD fuel card service account will be settled by a direct debiting (direct debit authorisation). The regulations stipulated in Art.10.4 apply.

#### 37.4. Settlement

- a) The customer provides the names and addresses of the vehicle users so that the fuel cards can be issued and sent to them directly. The customer will enter the requested mailing address in the offer for conclusion of an individual management contract.
- b) The customer arranges the vehicle user to record the current mileage after every refuelling stop in the terminal at the filling station. A correct data entry is the prerequisite for the compilation of correct statistics by ALD.
- c) Insofar as the vehicles included in the fuel card service have not been leased from ALD, the customer pledges to provide ALD with the necessary vehicle data and initial mileages in due time, i.e. before the start of the individual management contract, so as to ensure a correct settlement/analysis.

#### 37.5. Settlement with the customer and the vehicle users

- a) ALD will pass on the amounts settled directly between the mineral oil company and ALD through the use of the fuel cards, plus any other costs actually incurred, to the customer.
- b) The costs accrued for the accounting period through the use of the fuel cards will be compared with the customer's monthly payments on account during the accounting period (minus the fuel card charge) and the balance settled by either a credit or debit note. The account will be drawn up for each elapsed accounting period and comprises the collective settlement, the itemisation and the agreed statistical analyses.

**37.6.** All fuel cards will be returned to ALD if the contract is terminated.

**37.7.** At the end of the fuel card service, for whatever reason, the customer may no longer make use of the possibility of the cashless purchase of goods and services granted to them within the scope of this individual management contract.

## INSURANCE SERVICE

### 38. Entry of the customer into insurance contracts

ALD takes care of all activities related to the conclusion of motor vehicle insurances for the vehicles used by the customer in their name and on their behalf assumed on the terms specified below.

### 39. Beginning / end of the insurance cover

The beginning and end of the insurance cover are determined exclusively in accordance with the respective insurance contract.

### 40. Scope of service

**40.1.** The customer applies for insurance coverage as specified in the lease agreement. The sum insured, deductible, vehicles covered and insurance segments are thus named in the lease agreement. This always takes place exclusively on the tariff and insurance terms and conditions of the insurance company applicable at that time. The customer will be provided with the relevant tariff and insurance terms and conditions of the insurance company on their request.

**40.2.** ALD collects the fees for the respective insurance premium and forwards these to the respective insurance company. In the case of vehicles leased from ALD, ALD will help the customer settle their claims with respect to the leased vehicles, but will not assume responsibility for the damage report.

### 41. Responsibilities of the customer

The customer is obliged to inform ALD immediately of every event of damage and to provide ALD with true statements on the course of events and cause etc. The customer is also committed to ALD to discharge their duties and obligations to the insurance company. The customer will hold ALD free and harmless for all costs and damages incurred through any violation of the obligations in this article.

### 42. Charges

**42.1.** The customer is obliged to pay the insurance service charge shown either separately or as included ("incl.") in the lease agreement. Furthermore, the customer must pay the respective insurance premiums. The customer's payment obligation thus changes fully with the amount of the insurance premium including taxes and duties for the respective insurance.

**42.2.** If the insurance tariff or the taxes for insurances and statutory fees change, the insurance premiums will be adjusted accordingly. This also applies for necessary changes in the classification due to negative or positive claims experience, wherever this is demanded by the insurance company.

### 43. Insurance accounting

Settlement is on a daily basis. A final reckoning will be drawn up at the end of the individual insurance contract according to the corresponding terms and conditions.

### 44. Special rules for termination / early termination of the contract

**44.1.** The individual insurance contract ends for the relevant vehicle in accordance with the termination conditions of the respective insurance. The customer cannot terminate the insurance service during the life of a lease agreement in accordance with Chapter II (General Leasing Terms and Conditions) of these GTCs.

**44.2.** Above and beyond the reasons named in Chapter II of these GTCs, ALD can terminate the insurance service without notice if the mediated insurance contract is revoked by the insurance company.

**44.3.** In the event that the individual insurance contract is terminated – for whatever reason – the customer is hereby informed that, in accordance with Chapter II of these GTCs, they are obliged to ensure a corresponding insurance coverage.

## OPTIFLEX MATRIX

### 45. General terms and conditions

**45.1.** If the Optiflex Matrix is selected, the customer has the right to demand that ALD reclassify them in the respective mileage category with the corresponding charge listed in the respective Optiflex Matrix if their actual mileage differs from the agreed mileage.

**45.2.** According to the following provisions, the customer is also entitled to demand a reclassification of the agreed term from ALD in the course of the mileage reclassification. A new monthly leasing and service charge based on the Optiflex Matrix applies as a result of this reclassification and will be settled by ALD as of its coming into effect and is also stipulated with retroactive effect from the start of the contract on the first of each month. This assessment notice is due immediately on billing.

**45.3.** Both the customer and ALD are entitled to carry out a reclassification according to the following provisions if the number of expected driven kilometres differs from the mileage agreed in the individual contracts by more than the free kilometre limit agreed in the lease agreement. ALD will carry out a reclassification to that charge listed in the respective Optiflex Matrix that corresponds to the expected final mileage.

**45.4.** The customer will be invoiced for a handling charge of CHF 180 plus VAT by ALD for every reclassification of a contract. Any legal fees incurred as a result of a change to the term of the contract will always be borne by the customer.

**45.5.** The excess mileage rates listed in the lease agreement apply for terms and mileages outside the values listed in the respective Optiflex Matrix.

**45.6.** A reclassification within the Optiflex Matrix comes into effect following written confirmation by ALD, whereby ALD may only refuse their consent for important reasons, for example if the customer fails to comply with their other contractual legal obligations to ALD or their credit rating has gone down since the contract was concluded.

**45.7.** When the vehicle is returned, those charges already levied will be compared with the charges agreed for the actual term/km combination in accordance with the Optiflex Matrix. Any difference between the charges that are listed and have actually been paid up to then will be balanced by the customer.

### 46. Mileage accounting

**46.1.** In principle, the lease agreement ends automatically when the maximum mileage listed in the matrix is exceeded in accordance with the concluded term. The vehicle then has to be returned to ALD. However, if this maximum mileage is reached before the end of a period of 24 months, ALD will invoice the charges for 24 months in accordance with the respective Optiflex Matrix.

**46.2.** If the vehicle has covered more than the maximum mileage listed in the matrix at the end of the contract, the excess mileage will be charged according to the excess mileage rate agreed in the lease agreement without taking any exemption limit into account.

### 47. Exclusion of the application of the matrix

**47.1.** In case of an early termination of the lease agreement in accordance with Art. 11.8 and Art. 11.9 (total write-off, theft, repair costs as a result of damage that exceed 60% of the vehicle's replacement value), or an early termination for the reasons listed in Art. 12. And in case of an extraordinary termination of the lease agreement, only those provisions listed in Chapter II shall apply.

**47.2.** The matrix cannot be used for second-hand or demonstrator cars.

**47.3.** If the vehicle has covered more than the maximum mileage listed in the matrix at the end of the contract, the excess mileage will be charged according to the excess mileage rate agreed in the lease agreement without taking any exemption limit into account.

## REDUCED VALUE FIXED RATE

### 48. General terms and conditions

**48.1.** If a reduced value fixed rate has been chosen, the customer will only be invoiced for accident damages and damages classified as the consequence of accident damages and un-repaired damages when the vehicle is returned.

**48.2.** A list of unacceptable damages can be found in the brochure entitled "Klartext – Die Faire Fahrzeugbewertung". These are typically and in particular those damages that affect the roadworthiness and safe operation as well as damage caused by accidents/parking or hailstones, missing parts and consequential damages such as rust.

**48.3.** The customer must pay the charge agreed in the lease agreement for the reduced value fixed rate, which includes the charge allocated to this if it can be shown that this reduced value fixed rate has been applied.

**48.4.** A prerequisite for the application and utilisation of the reduced value fixed rate is that the customer reports all damages to ALD without delay.

**48.5.** The costs of replacing missing parts are also excluded from the flat rate.

### 49. Special provisions

**49.1.** If the customer does not fulfil their obligation to report damages immediately, ALD is entitled to settle the damage in accordance with Art. 13 at the end of the contract term.

**49.2.** The damage will be assessed by a motor vehicle expert commissioned by ALD in analogy to the provisions of Art. 13.5, whereby the costs of the expert will be borne by the customer.

**49.3.** In case of default of payment or serious violations of the provisions of Chapter II, ALD reserves the right to charge the customer for the damages in accordance with Art. 13.5.

## RETURN FIXED RATE

### 50. General terms and conditions

**50.1.** If a return fixed rate is agreed, the services for transport, logistics and assessment by an expert at the end of the contract term are included in the monthly charge.

**50.2.** Included services are:

- a) Collection of the vehicle from the customer and transport by a logistics company commissioned by ALD within Switzerland
- b) Handling of the return formalities by ALD's logistics partner.
- c) Expertise to assess any damage to the vehicle

**50.3.** The return fixed rate is not applicable in case of an early termination of the contract for those reasons named in Art. 12. In this case, the customer will be charged the costs in accordance with Art. 13.

## PLACE OF JURISDICTION AND APPLICABLE LAW

### 51. Place of jurisdiction

The competent court for all disputes arising from this contract is Zurich Commercial Court. However, ALD is entitled to assert its rights at the customer's place of business or any other competent court.

### 52. Applicable law

All legal relationships between ALD and the Customer are exclusively subject to Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of international private law.

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