



General Contractual Provisions/Choice of Court Agreement

1. Start and End of the Agreement

The rental or hire agreement for a vehicle (hereinafter referred to as the "Agreement") lasts from the time the vehicle is picked up until the contractually agreed return of the vehicle.

2. Picking up the Vehicle

- a. The driver must be over 25 years of age, have a valid Swiss driver's license, and be a resident of Switzerland.
- b. The lessor or the lender (hereinafter referred to as the "Garage") shall hand over the vehicle clean, inspected, without defects, with the necessary documents, and with a full tank of fuel. The agreed deposit is due immediately from the renter or borrower (hereinafter referred to as the "Client") when the vehicle is handed over by the Garage or its representative. The Client must inform the Garage immediately upon pick-up of any complaints regarding the vehicle or its accessories.

3. Return of the Vehicle

The vehicle and all its accessories must be returned in good order to the relevant collection point specified in the Agreement on the date and at the time specified in the Agreement. The vehicle must have been refueled and cleaned. In case of delay, the Client must compensate for any damage caused by the delay. In addition to the general liability rules, they are also liable for unforeseen incidents. If the Client does not return the vehicle with a full tank of fuel, they must pay the costs of the fuel and refueling service. If the vehicle is returned without being cleaned, the Client will be charged for the activities required to make up for this. Any defects or damage must be reported to the Garage at the time of return. The vehicle may only be returned during the normal opening hours of the Garage. The vehicle must be returned directly to the Garage or its representative. Simply parking the vehicle in the Garage or parking the vehicle on-site outside of normal business hours and leaving the key with the Garage does not constitute a return and does not release the Client.

4. Extension of Rental Period

An extension of the rental period is only possible with the written approval of the Garage before the end of the current rental period. The Garage may refuse the extension without giving reasons. In case of approval of the extension of the rental period, all terms and conditions of the original agreement shall continue to apply in the absence of any written agreement to the contrary.

5. Early Return of the Leased Property

Early return under the rental agreement does not entitle the lessee to any discount or refund.

6. Late Return of the Leased Property

The rental fee is calculated per day of rental, and a day's rental is equivalent to 24 hours unless otherwise agreed in the Agreement. If the leased property is returned more than 30 minutes late, an additional day of rental will be charged for each 24 hours started.

7. Repairs

The Client must immediately inform the Garage of any defects that they are not required to repair themselves and follow the Garage's instructions for the repair of the defects. A guarantee for the costs of the Garage is required in advance for the costs of the defects. Expenses incurred as part of the guarantee will be reimbursed to the Client upon return of the vehicle upon presentation of the relevant receipts.

8. Behavior in Case of Accidents and Special Events

In the event of accidents, thefts (burglary/theft, etc.), losses, fires, damage caused by wildlife, etc., the Client must immediately notify the police and have a police report drawn up. This also applies to accidents for which the Client is responsible and for which no third party is involved. The claims of the other party must not be recognized. The Garage must always be informed immediately in all cases.

For all events mentioned, including minor damage, the Client must immediately draw up a detailed written report with a diagram. In the event of an accident, the report must include the names and addresses of the persons involved and any witnesses, as well as all registration numbers of the vehicles involved. In the event of theft, the remaining keys of the vehicle, a report on the course of the theft, and the police report must be submitted to the Garage within 24 hours.

9. Prohibited Uses/Restrictions on Entry and Exit

The Client is not allowed to use the vehicle:

- a. To participate in timed motorsport events, vehicle testing, or driver training.
- b. For the paid transportation of goods or persons.
- c. For towing, hauling, or otherwise moving another vehicle, unless the rented vehicle is intended for that purpose.
- d. Overloaded, i.e., with a number of passengers or a payload exceeding the values indicated in the traffic permit.
- e. To transport inflammable, explosive, toxic, or otherwise dangerous substances.
- f. To commit customs offenses or other offenses, even if they are only criminalized by the law of the place where they were committed.

10. Client's Liability

- a. The Client shall be liable for all damages that the Garage may suffer as a result of negligent, contractual, or illegal actions by the Client or any of their assistants, regardless of whether they are at fault.
- b. In addition, the Client is responsible for all defects or damage to the vehicle for which they are responsible. This includes, but is not limited to, damage caused by using the wrong fuel, failure to observe maximum heights in driveways, underpasses, etc., incorrect use of snow chains and ski racks, careless loading of ski racks, careless use of the vehicle interior (including cigarette holes, cracks, and stains on upholstery and carpets), driving off-road, and general reckless use (including damage to the undercarriage, such as damage to the steering, gearbox, suspension, as well as damage to axle parts, underbody, oil sump, pipes, exhaust system, cover plates, and covers), improper handling of the vehicle (mechanical damage to the clutch, gearbox, suspension, etc., not covered by the warranty), and improper handling of the convertible top (e.g., not closing the top in case of rain, wind, etc.).
- c. The liability includes repair costs and the value of the vehicle in case of total damage and other damages such as towing costs, expert opinion costs, depreciation of the rented vehicle, loss of rental income, legal expenses, and administrative fees.
- d. If the use of the vehicle results in fines or penalties being levied against the Garage, the Client shall compensate the Garage for the amount of the fine or penalty plus any administrative charges. Fines and penalties resulting from the Garage's fault are excluded from this provision. In the event of a traffic violation in Switzerland and abroad, the Client authorizes the Garage to provide the contractual data to all administrative authorities (police, bar associations, automobile authorities, etc.) in Switzerland and abroad.



- e. If coverage is agreed upon according to the principles of comprehensive insurance, the Client's liability is reduced to the contractually agreed deductible. Exemption from liability does not apply to damage caused by the use of the vehicle by an unauthorized driver or for prohibited purposes, by the Client's flight from the scene of an accident, or by unintentional or grossly negligent provocation of damage in accordance with the Swiss Road Traffic Act, in particular in the case of excessive fatigue, inability to drive under the influence of alcohol or drugs, or damage caused by the load.

- f. Any waiver of liability on the part of the Client by the Garage is only valid if it is made in writing.

11. Liability of the Garage

The Garage is not liable to the Client or third parties for any damage caused by an accident during the contractual period. The Garage is also not liable for any damage that the Client may suffer as a result of a possible defect in the vehicle that may prevent the vehicle from moving or cause loss of time or other consequential damage.

12. Changes to the Agreement/Cancellation

Modifications and changes to this rental agreement must be made in writing to be valid. In case of cancellation less than 48 hours before the scheduled departure date, the Client will be billed an administrative fee of CHF 500.00.

13. Validity of the Ticket

By signing this Agreement, the renter confirms the accuracy and validity of their driver's license.

14. Additional Provisions

In addition to these provisions, the Swiss Code of Obligations shall apply.

15. Place of Jurisdiction

In the absence of any other mandatory legal provisions, the parties agree that the ordinary courts of law shall have jurisdiction at the registered office or place of residence of the Garage. The Garage shall have the option to bring the matter before the ordinary courts at the registered office or place of residence of the Renter instead.

Place..... Date.....

Klausen Cars SA

Driver Signature