

# General Terms and Conditions (GTC) Aftersales

Version 01 valid from 1 September 2021

**General Terms and Conditions (GTC)** of AMAG Automobil und Motoren AG and AMAG Vaduz AG (hereinafter referred to as the "Garage Business") with regard to repairs and services and thus for the work carried out by the Garage Business or its employees on motor vehicles, trailers, aggregates, their parts and with regard to the preparation of cost estimates

## 1. Validity -

The validity and thus the inclusion of deviating and/or supplementary GTC of the customer are excluded, even if the Garage Business has not expressly objected to them. Deviations only apply if they have been agreed in writing and signed by both parties.

## 2. Order placement -

The customer must specify the defects to be repaired or the services to be performed on the vehicle as precisely as possible for the attention of the responsible employee of the Garage Business and agree on the desired completion date. The services to be provided, such as the agreed deadline, are recorded in the repair shop order and acknowledged by the customer. If necessary, the vehicle provided by the customer will be additionally updated to the current software status without an explicit order from the customer. As far as technically possible, vehicle data is temporarily encrypted in this context. Irrespective of this, the Garage Business assumes and accordingly recommends that the customer back up data and individual settings in the vehicle in accordance with the operating instructions in order to avoid any loss of data. Consequently, the Garage Business is not responsible for such a loss of data. Insofar as it becomes apparent during the performance of service or repair work that additional work or services on the part of the Garage Business are required which were not to be expected when the vehicle was accepted by the Garage Business or which were not declared by the customer and which exceed 10% of the total order in terms of cost, the Garage Business shall obtain the customer's prior consent for this work by telephone or in writing. The customer shall subsequently ensure that the Garage Business has a telephone number on which the customer can be reached during normal business hours. Insofar as the Garage Business cannot reach the customer even after three attempts (with time intervals of at least 15 minutes), the Garage Business will only perform this work insofar as it is necessary with regard to the road safety of the vehicle. Insofar as the additional work does not exceed 10% of the total order in terms of cost, the Garage Business may assume the customer's consent and does not have to obtain the customer's prior consent. The Garage Business is authorised to subcontract to third-party companies and to carry out test drives and practice drives with the vehicle provided by the customer. After wheel assembly, the wheel bolts must be retightened after 50 to 100 km and the Garage Business recommends this to the customer.

## 3. Delivery and acceptance of the vehicle -

If the customer wishes to have their vehicle collected or delivered, this will be at their own expense and risk. The customer is obliged to collect the vehicle within five working days of receipt of the notice of completion or handover or transmission of the invoice. In the case of repair work carried out within one working day, this collection period will be reduced to two working days. The acceptance of the vehicle by the customer takes place in the Garage Business, unless otherwise agreed. Benefit and risk concerning the vehicle will shift to the customer when the vehicle is made available for collection (in particular with regard to theft and damage by third parties). If the customer fails to collect the vehicle by the agreed time, but no later than the close of business on the agreed collection day, the Garage Business will be entitled to park the vehicle outside the respective Garage Business at the customer's risk and responsibility. In the event of a delay in acceptance, the Garage Business may charge a storage fee customary in the locality per parking day without a corresponding prior reminder to the customer, insofar as the vehicle remains on the Garage Business' premises.

## 4. Payment -

The invoice amount is generally due immediately. A different payment deadline can be set by the Garage Business. The customer may only offset claims of the Garage Business against their own claims if the customer's counterclaim is undisputed or a legally binding title exists in this respect; the customer may only assert a right of retention regarding the amount to be paid insofar as this is based on claims from the order as such. The Garage Business is entitled to demand a reasonable advance payment, i.e. an advance on costs, when placing the order. If the customer is in arrears with their payment, the Garage Business may demand interest on arrears of 5% from the customer after expiry of the payment deadline without an additional reminder. The Garage Business is also entitled to charge a processing fee of CHF 20.– per letter for reminders sent to the customer. Any correction of the invoice must be requested by the customer no later than two weeks after receipt of the invoice, otherwise the Garage Business may assume that the invoice is correct.

## 5. Warranty/guarantee -

After taking over the vehicle, the customer must immediately inspect it for any defects. The customer must give written notice of defects to the Garage Business carrying out the work within seven working days of taking delivery of the vehicle at the latest and thus assert a claim, in the case of hidden defects within seven working days of the

first occurrence of the defect in question. In any case, the notice of defects on executed works will be time-barred after two years. If the customer fails to give notice of defects in due time, the work of the Garage Business will be deemed to have been approved and any rights to claim for defects will be forfeited. The statutory warranty is completely excluded to the extent permitted by law. The manufacturer's warranty applies exclusively to material defects. Insofar as a defect is present which has been notified in due time and which is attributable to the work or services of the Garage Business, the Garage Business is entitled to rectify the defect. Insofar as the customer has any rectification work carried out by a third-party company, the warranty claim will lapse in full, and the Garage Business is accordingly not obliged to remunerate any rectification work carried out by a third-party company.

## **6. Liability -**

The Garage Business does not assume any liability (neither contractual nor non-contractual) except in the case of intent or gross negligence; liability for slight negligence is therefore – as far as legally permissible – excluded. The burden of proof for intent or gross negligence on the part of the Garage Business or its legal representatives, vicarious agents and employees, etc. lies with the customer. Irrespective of any fault on the part of the Garage Business, any liability on the part of the Garage Business in the event of fraudulent concealment of the defect, from the assumption of a guarantee or in accordance with the Product Liability Act and in the event of personal injury remains unaffected. Liability for the loss of money, valuables of any kind or documents (e.g. business documents) in the vehicle that have not been expressly taken into custody by the Garage Business is excluded. Accordingly, the customer must ensure that no such valuables are present in the vehicle provided.

## **7. Retention of title / retention right -**

Installed accessories, spare parts and aggregates will only become the property of the customer upon full payment of the relevant purchase price plus any interest and costs. The Garage Business subsequently has the right to make corresponding entries in the title register. The Garage Business has the right to retain the vehicle provided by the customer within the meaning of Article 891 ff. of the Swiss Civil Code until full payment of (previous or current) claims from work carried out, spare parts deliveries, etc. has been made. If the customer does not pay the outstanding amounts even after three reminders and the corresponding prospect of the sale of the vehicle in question to settle the outstanding claims, the Garage Business has the right to sell the vehicle by private contract without involving the debt collection office. The relevant sales proceeds – after deduction of all outstanding claims and costs of the Garage Business – will be handed over to the customer.

## **8. Amendment of the GTC -**

These GTC apply in the version valid at the time of the order. The Garage Business reserves the right to modify the GTC unilaterally and at any time.

## **9. Data protection -**

To the extent necessary, your personal data and vehicle and repair information (e.g. vehicle identification number, technical vehicle and repair shop data) will be processed in order to fulfil this order or legal obligations, and to protect our legitimate interests or those of third parties such as AMAG Group Ltd and its subsidiaries, the manufacturer and/or by us or by partners/service providers authorised by the aforementioned third parties. Your data is processed for the purpose of contract processing, handling warranty and goodwill cases, for recalls and technical measures, customer care, improving product quality and maintaining a central prospect and customer care platform. If you have given us your consent, we will also use your data for marketing purposes. Please note that failure to give consent does not constitute a withdrawal of any other consent you may have given us previously. The contact information for withdrawal and further provisions on data protection applicable to this contract are available from the Garage Business, on its website and at <https://www.amag-group.ch/de/footer/privacy-policy.html>.

## **10. Service Cam -**

Within the scope of your service order and with the “[Service Cam](#)” application of the manufacturer, video recordings of your vehicle are created in order to provide you with an even more transparent processing of service and repair services. To send the video recording, we process your contact details such as e-mail or SMS. The video recordings are processed directly at the manufacturer and made available to us for the duration of the service.

## **11. Place of jurisdiction, applicable law -**

The place of jurisdiction for all disputes arising and thus for all present and future claims is the registered office of the Garage Business, insofar as no compulsory place of jurisdiction is provided for by law. The same place of jurisdiction also applies if the customer's registered office / place of residence is abroad. The Garage Business is also free to take legal action against the customer at their registered office / place of residence. The substantive law of Switzerland applies exclusively, to the exclusion of the Vienna Convention or other international agreements.