

General Terms and Conditions (GTC) Aftersales

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 services to be provided and the agreed completion date shall be recorded in the contract for work and services and approved by the customer by means of their signature or via the "Home Check In". If necessary, the software of the vehicle provided by the customer shall be updated to the current version without any explicit instruction from the customer. Where technically possible, vehicle data shall be temporarily stored in encrypted form. Irrespective of this, the Garage Business assumes and recommends that the customer backs up data and individual settings in the vehicle in accordance with the operating instructions in order to avoid any loss of data. Accordingly, the Garage Business shall not be liable for any such loss of data. If, during the performance of service or repair work, it becomes apparent that additional work or services are required which could not reasonably have been anticipated 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 value, the Garage Business shall obtain the customer's approval in text form (e-mail, etc.) or via Service Cam before carrying out such work. If the Garage Business does not receive any feedback from the customer, it shall only perform such work insofar as it is necessary for the road safety of the vehicle. Where the cost of the additional work does not exceed 10% of the total order value, the Garage Business may assume the customer's consent and is not required to obtain prior approval. The Garage Business is authorised to subcontract work to third-party companies and to carry out test drives and training drives with the vehicle provided by the customer.

3. Delivery and acceptance of the vehicle ▪ If the customer requests the collection or delivery of their vehicle, this shall take place at the customer's expense and risk. The customer is obliged to collect the vehicle within five working days of receipt of the notice of completion or delivery or transmission of the invoice. In the case of repair work completed within one working day, the collection period shall be reduced to two working days. Unless otherwise agreed, the customer shall accept the vehicle at the Garage. If the customer does not collect the vehicle by the agreed time, but no later than the close of business on the agreed collection date, the Garage shall be entitled to park the vehicle outside the respective Garage at the customer's expense, risk and responsibility. In the event of a delay in acceptance, the Garage may charge a locally customary storage fee for each day the vehicle remains on the Garage's premises without first having to issue a reminder to the customer.

4. Payment ▪ The invoice amount is generally due immediately. Cash payments exceeding CHF 500.00 and payments in foreign currencies are generally excluded and should be made using debit or credit cards. Information on the accepted means of payment may be obtained from the Garage. The Garage may unilaterally specify a different payment period on the invoice. The customer may only offset claims of the Garage against their own claims if the customer's counterclaim is undisputed or has been established by a final and binding decision. The customer may only assert a right of retention in respect of the amount payable if it is based on claims arising from the contract for work and services itself. The Garage is entitled to require a reasonable advance payment, namely an advance on costs, when the contract for work and services is signed. If the customer is in default of payment, the Garage may charge default interest of 5% following expiry of the payment period without any further reminder. Following a payment reminder, the Garage is entitled to charge a processing fee of CHF 20.00 for the first written reminder sent to the customer. An additional processing fee of CHF 40.00 shall be charged for the second written reminder. Any objections to invoices must be submitted in writing and substantiated within 30 days. Otherwise, the invoices shall be deemed accepted. The Garage reserves the right to send information, such as invoices or credit notes, to the customer by electronic means.

The Garage further reserves the right to charge the customer for any additional expenses incurred at the customer's request, such as the provision of paper documents, based on the actual effort involved. The Garage reserves the right to assign any rights, in particular claims, to third parties

5. Warranty/guarantee ▪ A Following acceptance of the vehicle, the customer must immediately inspect it for any defects. The customer must notify the Garage that performed the work of any defects in writing no later than seven working days after acceptance of the vehicle and thereby assert the relevant claims. Hidden defects must be notified in writing within seven working days after the defect first becomes apparent. In all cases, claims relating to defects in the work performed shall become time-barred after two years. If the customer fails to notify the Garage of a defect within the applicable period, the work performed by the Garage shall be deemed approved and all rights relating to defects shall be forfeited. The statutory warranty is excluded in full to the extent permitted by law. The manufacturer's guarantee shall apply exclusively in respect of defects in materials. If a defect has been notified within the applicable period and is attributable to the work or services performed by the Garage, the Garage shall have the right to rectify the defect. If the customer has any rectification work performed by a third-party company, all warranty claims shall lapse in full. Accordingly, the Garage shall not be obliged to reimburse the costs of any rectification work performed by a third-party company.

6. Liability ▪ The Garage assumes no liability, whether contractual or non-contractual, except in cases of wilful misconduct or gross negligence. Liability for slight and ordinary negligence, indirect damage, consequential damage, loss of profit, unrealised savings, damage resulting from delays in delivery, such as the cost of a replacement vehicle for end customers, as well as for any acts or omissions of auxiliary persons of the Garage, whether contractual or non-contractual, is excluded to the extent permitted by law. The burden of proving wilful misconduct or gross negligence on the part of the Garage or its legal representatives, agents, auxiliary persons or employees shall rest with the customer. Irrespective of any fault on the part of the Garage, any liability arising from fraudulent concealment of a defect, the assumption of a guarantee, the Product Liability Act or personal injury shall remain unaffected. Liability in cases of force majeure, in particular damage caused by natural events, moisture, falls or impacts for which the Garage is not responsible, as well as liability arising from official orders, is excluded. Liability for the loss of money, valuables of any kind or documents, such as business records, located in the vehicle and not expressly accepted for safekeeping by the Garage is excluded. The customer must therefore ensure that no such valuables or documents are left in the vehicle provided to the Garage.

7. Retention of title / retention right ▪ Installed accessories, spare parts and assemblies shall only become the property of the customer once the corresponding purchase price, including any interest and costs, has been paid in full. The Garage shall therefore be entitled to make the corresponding entries in the register of retention of title agreements. Pursuant to Art. 891 et seq. of the Swiss Civil Code, the Garage shall be entitled to retain the vehicle provided by the customer until all previous or current claims arising from work performed, deliveries of spare parts or other services have been paid in full. If the customer fails to pay the outstanding amounts following one reminder and after having been informed that the vehicle may be sold in order to settle the outstanding claims, the Garage shall be entitled to sell the vehicle by private sale without involving the debt enforcement office. The proceeds from the sale shall be paid to the customer after deduction of all outstanding claims and costs of the Garage.

8. Data protection ▪ To the extent necessary, personal data as well as vehicle and repair information, such as the vehicle identification number and technical vehicle and workshop data, are processed for the performance of the contract for work and services, compliance with legal obligations and the safeguarding of our legitimate interests or those of third parties, such as AMAG Group AG and its affiliated companies, the manufacturer and/or partners or service providers authorised by us or by the aforementioned third parties. The data are processed for the purposes of contract performance, the handling of warranty and goodwill cases, recalls and technical measures, customer support, improving product quality and operating a central prospect and customer management platform. The customer's contact details may also be used to send the customer information and advertising relating to our own products and services, insofar as permitted by law.

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Advertising messages may be unsubscribed from at any time and free of charge via the unsubscribe link contained in the relevant message or by e-mail to privacy@amag.ch. If the customer gives the marketing consent provided for in the contract for work and services, the data may also be used for additional marketing activities, the personalisation of offers and information and offers from AMAG Group companies. Such consent may be withdrawn at any time with effect for the future by e-mail to privacy@amag.ch. Failure to give the aforementioned consent shall not constitute withdrawal of any consent that may have been given previously. Contact details for withdrawing consent and further provisions relating to data protection applicable to the contract for work and services are available from the Garage, on its website and at www.amag.ch/datenschutz.

9. Service Cam ▪ As part of the contract for work and services, video recordings of the customer's vehicle may be made using the manufacturer's "Service Cam" application in order to provide the customer with a more transparent process for service and repair work. The customer's contact details, such as their e-mail address or mobile phone number, are processed for the purpose of transmitting the recording. The video recordings are processed directly by the manufacturer and made available to the Garage for the duration of the service.

11. Place of jurisdiction, applicable law ▪ The place of jurisdiction for all disputes and therefore for all present and future claims shall be the registered office of the Garage, unless a mandatory place of jurisdiction is prescribed by law. The same place of jurisdiction shall apply if the customer's registered office or domicile is located abroad. The Garage shall also be entitled to bring proceedings against the customer at the customer's registered office or domicile. Swiss substantive law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and any other international agreements.