

## GENERAL SUBSCRIPTION TERMS AND CONDITIONS | CAR SUBSCRIPTION

(Edition 01/26)

### 1. Scope

These General Subscription Terms and Conditions (hereinafter referred to as 'GSTC') govern the contractual relationship between AMAG Leasing AG, Alte Steinhäuserstrasse 12, 6330 Cham, (hereinafter referred to as 'AMAG Leasing') and the subscribers (hereinafter referred to as the 'Customer'). AMAG reserves the right to change the GSTC at any time. The version of these GSTC in force at the time a subscription contract is concluded applies. Vehicles are exclusively handed over in Switzerland.

### 2. Contractual components

The contractual services are specified in the subscription contract concluded between AMAG Leasing and the Customer (hereinafter referred to as the 'Contract'). If there are any contradictions between these GSTC and the Contract, the Contract shall take precedence over the GSTC. The GSTC and/or the Contract also refer to separate terms and conditions of insurance. These form an integral part of the Contract. In the event of contradictions between the Contract, the GSTC and the terms and conditions of insurance, the latter shall take precedence.

### 3. Illustration of the product and product description

The vehicles offered in the online shop shall be vehicles that actually exist. However, there is always the possibility that there will be differences between the product photo and the original. The product photo is therefore non-binding and serves illustrative purposes only. Due to differences in country configurations, the actual equipment may differ from the equipment listed in the product description. The vehicle offered shall not be a damaged vehicle (a vehicle that has suffered significant damage in an accident, e.g. damage to the chassis structure/chassis frame, etc.). The seller reserves the right to make minor, reasonable changes to the vehicle described in the Contract with regard to shape, colour or scope of delivery.

### 4. Conclusion of contract

The products and prices in the seller's online shop, which are identified accordingly, are deemed an offer to conclude a Contract with AMAG Leasing. However, this offer is always subject to availability. The offer is exclusively intended for natural or legal persons with the capacity to act and a permanent residence, registered office or branch in Switzerland. At AMAG Leasing's discretion, the Customer must be of sufficient creditworthiness or of sound financial position to meet the financial obligations arising from this Contract. The existence of the prerequisites for the conclusion of a Contract is verified by AMAG Leasing. To this end, the Customer is asked to provide various details about themselves and their financial circumstances and to submit corresponding documents. The Contract is concluded as soon as the seller acting on behalf of AMAG Leasing has confirmed the handover date for the vehicle. The Customer will be provided with a copy of the Contract.

### 5. Use

The Customer may only use the vehicle for non-commercial purposes. They may not use the vehicle for racing competitions involving speed, endurance, skill or other factors, for the transport of hazardous goods, for participation in driver safety training or for similar purposes.

Use of the vehicle for commercial passenger transport (as a taxi, Uber, etc.) is prohibited.

#### 5.1 Main driver and other authorised users

If the Customer is a legal entity, they shall specify a main driver. If the Customer is a natural person, they shall be considered the main driver. In any case, the main driver must reside in Switzerland and have a valid driving licence for the relevant vehicle category. The main driver is the person who uses the vehicle for the main purpose, i.e. alongside any other authorised users in accordance with the following provisions.

The Customer may also allow third parties (hereinafter referred to as 'Authorised Users') to use the vehicle alongside any main driver, provided that they meet the requirements applicable to the Customer and are willing to comply with the obligations defined in the Contract. The Customer must ensure that the Authorised Users fulfil these requirements at all times. As a contractual partner of AMAG Leasing, the Customer is responsible for the Authorised Users' compliance with the contractual obligations. The Customer shall provide AMAG Leasing with the personal details of the Authorised Users on request, ensuring beforehand that the Authorised Users are informed of this and of the associated data processing.

#### 5.2 Travel abroad

The insurance covers loss events that occur in Switzerland, the Principality of Liechtenstein, European countries, countries bordering the Mediterranean and Mediterranean island states. When it comes transport by sea, your insurance coverage is not interrupted as long as the point of departure and the destination are within the valid geographical area.

Insurance cover does not extend to the following countries: Belarus, Russian Federation, Georgia, Armenia, Azerbaijan, Kazakhstan, Egypt, Algeria, Lebanon, Libya and Syria.

In the territory of Kosovo, the insurance does not cover third-party liability.

Breakdown assistance for Switzerland/Liechtenstein and the replacement vehicle provision for Switzerland/Liechtenstein only apply to claims occurring in Switzerland and the Principality of Liechtenstein.

The relevant General Terms and Conditions of Insurance (GTCI) of Zürich Versicherungs-Gesellschaft AG ('Zürich') in their currently valid version shall apply, the provisions of which shall take precedence over these GSTC in the event of a conflict. The current version of the GTCI can be viewed on the website of Zürich Versicherungs-Gesellschaft AG ([zurich.ch](http://zurich.ch)). Before each trip abroad, the customer shall ascertain whether insurance is excluded for the respective country.

If the policyholder moves their domicile from Switzerland or the Principality of Liechtenstein abroad, the insurance shall expire at the time at which the Swiss number plates are removed or as soon as the insured vehicle is registered abroad, at the latest at the end of the insurance year in which the move occurs. The vehicle may not be driven abroad by anyone who does not live in Switzerland. If this is not complied with, the AMAG Leasing Customer shall be liable for all tax and customs consequences that this may entail.

### 6. Contractual term and notice periods

#### 6.1 Subscription periods

The Customer and AMAG Leasing agree on a contractual term and a maximum term. The contractual term starts on the agreed date of vehicle handover ('Key Date'), confirmed to the Customer by the delivery partner and communicated to AMAG Leasing. This Key Date also applies as the start date of the contractual term if the Customer fails to notify the delivery partner in a timely manner, i.e. at least three (3) working days before the Key Date, of a delay in vehicle handover. The maximum rental period is 24 months. Subscription fees arising from the Contract are collected each month. The initial collection date is the Key Date, which is always the same day of the month (e.g. 15 January, 15 February, etc.). A subscription month begins on the collection date for a subscription fee and ends on the day before the collection date for the subsequent subscription fee. If the Customer does not terminate the Contract with 30 days' notice to the end of the contractual term, the Contract will automatically be extended by another subscription month after the end of the contractual term until it is properly terminated or until the maximum term is reached.

## 6.2 Ordinary termination of the Contract

At the end of the contractual term, either Party may terminate the contractual relationship as of the end of the subscription month (depending on the date of vehicle handover) by giving 30 days' notice. The Customer can terminate the Contract via their account on amag.ch. The right is reserved to terminate the Contract prematurely in accordance with section 15. Returning the vehicle before the last day of a subscription month does not lead to an early termination of the contract and therefore also not to a pro rata calculation of the cost of the last subscription month. If the Customer does not make use of their right of termination, the Contract ends automatically on expiry of the maximum rental period. If the vehicle is not returned before the end of the subscription month after the cancellation has been noted, the Contract will automatically be extended by one month and another subscription fee will be due.

## 6.3 Replacement of vehicle

The Customer may not request a different vehicle during the contractual term. If the Customer is provided with a different vehicle after the end of the contractual term, a new contractual term begins for the new vehicle. It is not possible to offset the contractual term of the previous vehicle against the new contractual term for the new vehicle.

## 7. Subscription fee and other payment obligations

### 7.1 Subscription fee

The subscription fee for the first subscription month will be charged to the Customer's credit card on the Key Date. For all subsequent months of use, the Customer's credit card will be charged in the amount of the agreed subscription fee on the same day of the month that the handover was planned ('Key Date'). The credit card will be charged by a payment service provider authorised by AMAG Leasing on a monthly basis. If the contractual parameters are subsequently adjusted (e.g. kilometre package), the conditions valid at the time of the adjustment shall apply. Any discount from the original offer will not be transferred to the adjusted conditions.

### 7.2 Late payment or an expired credit card

#### 7.2.1 Expired credit card

The Customer shall be notified of their credit card expiring. The Customer is responsible for keeping all of their payment information up to date. If the validity period of the Customer's credit card is close to the expiry date, the Customer will receive an email request to update their credit card information in their account within the communicated deadline.

#### 7.3 Late payment and late payment interest

If the subscription fee cannot be collected via the credit card by the deadline, this will be considered a late payment for the Customer. If the invoice has not been paid by the fifth (5) following working day, this will trigger the first reminder. If this first reminder with a payment deadline of five (5) working days is not complied with, the Customer will receive a second reminder informing them that termination will be triggered if payment is not made. If the Customer does not respond to this reminder within a period of five (5) working days, the Customer will receive notice of termination of the Contract and a request to return the vehicle. The Customer will also be asked to settle outstanding invoices on return of the vehicle. In the event of late payment, private Customers may also be charged late payment interest of 5.0% from the date the second reminder is sent. Business Customers will be charged late payment interest in accordance with the Swiss Code of Obligations.

#### 7.4 Kilometre packages and kilometres driven

If the kilometres included in the selected kilometre package are exceeded at the end of the term, the delivery partner is authorised to bill the Customer in their own name for the additional kilometres at the end of the term. The delivery partner will charge the Customer CHF 0.75 (including VAT) per additional kilometre. Kilometres not driven within a given month of the term will be carried over to the following months of the term. There are no refunds for any unused kilometres. It is not possible to transfer the unused kilometres to a new subscription or vehicle.

## 7.5 Additional fees

As part of contractual processing, additional fees may arise that are not included in the contractual services of the car subscription and thus the monthly subscription fee. AMAG Leasing will charge these to the Customer's credit card immediately or they will be invoiced by the authorised delivery partner. Additional fees owed to AMAG Leasing for operational costs incurred include (amounts plus VAT):

- First reminder of late payment CHF 25.00
- Second reminder of late payment CHF 50.00
- Third reminder of late payment CHF 250.00
- Return of the vehicle in the event of breach of Contract: effective return costs, min. CHF 1,000.00
- Early termination of the contract CHF 800.00
- Debt enforcement: effective external costs of debt enforcement
- Criminal charge/embezzlement CHF 500.00
- Consultation with authorities CHF 200.00
- Initiation of debt enforcement CHF 100.00
- Total loss processing fee CHF 100.00
- Failure to show up at the agreed handover or return date – CHF 500.00
- Insurance excess (depending on age/terms and conditions of insurance)
- Cancellation before the first monthly instalment CHF 500.00
- Written account statement against advance payment CHF 25.00 (free Customer account)
- Unreported change of address and resulting enquiry CHF 75.00

Additional fees owed to the delivery partner for operating costs, which they charge in their own name as authorised by AMAG Leasing, include (amounts including VAT):

- Removal of general heavy soiling CHF 250.00
- Removal of heavy soiling of the vehicle by smoking CHF 450.00
- Independent expert in the event of a difference of opinion CHF 800.00

Both lists of compensation items are a non-exhaustive list of possible activities carried out by the Customer that may trigger additional costs in addition to the subscription fee.

## 7.6 Other/VAT changes

All payments owed in connection with the Contract are in CHF and include statutory VAT applicable at the time the Contract is concluded. If the applicable rate of VAT changes during the contractual term, the monthly subscription fee and the other fees set out in these GSTC shall be adapted accordingly. The same rule applies to all other newly introduced public fees or public fees charged that are relevant to the contractual relationship.

## 8. Ownership and right of disposal

### 8.1 Details of ownership

The vehicle shall remain the exclusive property of AMAG Leasing for the entire duration of the Contract and even after termination or cancellation thereof. Rights in rem or a right of retention of the vehicle on the part of the Customer for the purpose of asserting claims against AMAG Leasing are excluded.

Disposals of the vehicle and its accessories are prohibited (such as sale, pledging or gifting/donation). The Customer must keep the vehicle free from third-party rights. They may not sell, rent or pledge it, or transfer it by way of gift or security.

### 8.2 Registration and number plates

The vehicle is registered under AMAG Leasing at the responsible road traffic office. Code 178 'Change in ownership prohibited' is entered on the vehicle registration card, and the name and address of the Customer is entered as the location address. The number plates are issued on the basis of the Customer or main driver's canton of residence. In accordance with federal law, the location of the vehicle is used to determine this. It is not possible for AMAG Leasing to take over the Customer's existing number plates. If the

Customer changes their place of residence, they are obliged to report the change of address to AMAG Leasing. If the Customer changes their place of residence to another canton, they are obliged to ensure that the vehicle is correctly registered in the new canton of residence and to request the necessary forms from AMAG Leasing.

### 8.3 Entitlement to disposition

As the owner of the vehicle, AMAG Leasing is entitled at any time to inspect the vehicle or have the vehicle inspected. The Customer is obliged to cooperate in this regard and hereby irrevocably grants AMAG Leasing access to the location where the vehicle is located. If the inspection reveals conduct on the part of the Customer that is in breach of the Contract, the Customer shall bear the associated expenses.

### 9. Availability

AMAG Leasing and the delivery partner strive to provide up-to-date and accurate information regarding availability in the online shop. Particularly if there is a great deal of interest in a product, it may be the case that the product appears in the Online Shop but is no longer available. All information regarding availability is therefore without guarantee and may change before a Contract is concluded.

### 10. Vehicle handover

The booked vehicle shall be taken over by the Customer from the responsible delivery partner or, in the case of home delivery, at the Customer's place of residence or registered office or a separately agreed location. The handover date is agreed between the delivery partner and the Customer. The vehicle shall be handed over with a full tank of petrol/fully charged and with a currently valid motorway vignette. In the case of a home delivery, the fuel or electricity used to get there is to be paid for by the Customer.

#### 10.1 Identification

Upon handover of the vehicle, the Customer must be able to identify themselves using an identification document recognised in Switzerland (Swiss ID or passport and, for foreign passports, together with a foreign ID card) and present a valid driver's licence. Handover is always exclusively to the Customer and not to a main driver or another Authorised User. The Customer must be there in person to receive the vehicle. If the Customer is a legal entity, the vehicle will only be handed over to persons who have a legally valid and signed power of attorney from the Customer. The main driver must also be present and must show identification and a valid driver's licence.

#### 10.2 Handover protocol

A handover protocol to be signed by the Customer and the delivery partner is issued on handover of the vehicle. The Customer accepts the vehicle from the delivery partner for themselves and for AMAG Leasing. The Customer must inspect the vehicle at the handover appointment and note any defects in the handover report. In the case of serious defects or discrepancies between the vehicle ordered and that delivered, the handover must be refused by the Customer. The Customer bears the burden of proof for damage or defects that are not noted on the handover protocol but, in the Customer's opinion, already existed when the vehicle was handed over.

### 11. Overview of services included

The monthly subscription fee includes:

- a) Use of the vehicle during the subscription period within the scope of the kilometres included in the agreed kilometre package
- b) Tyres suitable for the season and any necessary changes and storage
- c) Swiss motorway vignette for the duration of the contractual relationship
- d) All registration fees, vehicle taxes and charges
- e) Insurance cover according to section 11.6
- f) All servicing, maintenance and repairs, as long as these have not been caused by use of the vehicle by the Customer in violation of the Contract
- g) Statutory VAT at the current tax rate

All other costs associated with operating and maintaining the vehicle shall be paid by the Customer. This applies in particular to costs for fuel consumption, costs for electricity, charging infrastructure, charging card, wiper fluid, AdBlue, cleaning costs during the contractual term or with respect to the return of the vehicle, toll fees for roads in other countries, etc.

#### 11.1 Inspection/maintenance/wear and tear

The Customer must take care when using the vehicle and regularly check oil and water levels and the tyre pressure. The vehicle may only be driven in a safe condition that is in accordance with legal requirements.

##### 11.1.1 Servicing and repair work

The Customer shall bring the vehicle in for servicing as soon as the vehicle indicates that servicing is required or such work is required as per the vehicle's service booklet. The vehicle may only be maintained and repaired at the locations defined by the delivery partner (on behalf of AMAG Leasing) as the authorised servicing companies. The resulting costs for inspection and maintenance are included in the subscription fees. This excludes cases that can be traced back to a breach of the Customer's obligations in accordance with section 13. Carrying out servicing or other work at an unauthorised servicing company is prohibited, and the resulting costs and any dismantling and/or inspection work by the authorised servicing company shall be borne by the Customer. This excludes repair work required due to a breakdown abroad or deviating regulations in agreement with the authorised servicing company.

##### 11.1.2 Replacement vehicle for extensive workshop stays

In the event of the following workshop work on the vehicle lasting more than two (2) hours, AMAG Leasing will offer the Customer a replacement vehicle for the duration of the workshop work through the authorised servicing company so that the Customer does not experience any loss of vehicle due to the workshop work. This regulation applies to workshop work within the scope of warranty work, servicing and inspections, and the need for repairs that aren't the fault of the Customer. There is no entitlement to replacement mobility for workshop work lasting less than two (2) hours or in case of tyre changes. The type of replacement vehicle depends on availability. To the extent possible, the needs of the Customer are taken into account. There is no entitlement to a specific model as a replacement vehicle. The delivery partner can also offer the Customer alternative forms of mobility (e.g. bus or train ticket), which fulfil the function of replacement mobility if these are accepted by the Customer.

#### 11.2 Roadworthiness approval and vehicle taxes

AMAG Leasing bears all costs for roadworthiness approval and the applicable vehicle taxes.

#### 11.3 Motorway vignette

The vehicle is handed over to the Customer with a valid vignette. If the contractual term extends beyond a turn of the year, AMAG Leasing or the delivery partner shall be responsible for changing/replacing the vignette. There is no right to compensation if the Customer does not use the free vignette and has purchased a vignette elsewhere.

#### 11.4 Tyres

The vehicle shall be handed over to the Customer with tyres suitable for the season. AMAG Leasing shall decide on the size, make, brand and material of the respective tyres at its own discretion.

##### 11.4.1 Change of season

The Customer is responsible for organising a seasonal change of winter or summer tyres in a timely manner. The Customer is to arrange the precise date and time of the tyre change with the authorised servicing company directly. Any tyres removed will be stored with the authorised servicing company. Tyre changes and storage are free of charge for the Customer.

### 11.5 Fluids

If the Customer finds that the level of the following fluids is too low, they need to have them topped up at the servicing company and, if necessary, checked for any leaks:

- Motor oil
- Gear oil
- Service oil
- Brake fluid
- Coolant

The costs are included in the subscription fee.

If the Customer finds that the level of the following fluids is too low, they need to top them up on their own:

- Wiper fluid
- Fuels of all kinds, including AdBlue

These costs shall be borne by the Customer.

### 11.6 Insurance

During the term of the contractual relationship, the vehicle has:

- a) Legally required third-party liability insurance
- b) Comprehensive collision insurance
- c) Partial comprehensive insurance
- d) Glass cover *Plus*
- e) Parking damage insurance *Plus*
- f) Gross negligence cover: waiver of the statutory right of recourse or reduction
- g) A free replacement vehicle (CHF 300/max. 3 days)

The costs of the insurance are included in the subscription fee. The policyholder is AMAG Leasing. Intentional damage or damage caused by gross negligence is excluded from the insurance cover.

#### Excesses:

- Third-party liability insurance with gross negligence cover: CHF 0/CHF 2,000\*
- Fully comprehensive insurance (collision) with gross negligence cover: CHF 1,000/CHF 3,000\*
- Partial comprehensive cover including glass PLUS and parking damage PLUS: CHF 0/CHF 0\*
- Parking damage: CHF 0/CHF 0\*

\*Only applies to drivers under the age of 25.

#### 11.6.1 General Terms and Conditions of Insurance (GTCl)

In addition to the Contract, the relevant General Terms and Conditions of Insurance (GTCl) of Zürich Versicherungs-Gesellschaft AG ('Zürich') in their currently valid version shall apply, the provisions of which shall take precedence over these GSTC in the event of a conflict. The current version of the GTCl can be viewed on the website of Zürich Versicherungs-Gesellschaft AG (zurich.ch). The Customer is obliged to read through the GTCl and to comply with the provisions applicable therein, as if they were the policyholder. The international insurance card (green card) can be ordered through Zurich [\[international insurance card – Zurich Switzerland\]](#). If insurance benefits are excluded from the insurance or are reduced due to the culpable behaviour of the Customer or an Authorised User, AMAG Leasing is entitled to invoice the Customer for any damage that is not covered.

## 12. Breakdown and damage events

### 12.1 What to do in the event of a breakdown

In the event of a breakdown, you need to notify the Totalmobil! breakdown service: Phone: +41 848 024 365

### 12.2 What to do in the event of accidents, theft, damage caused by wild animals

In the case of an event such as a car accident, theft, fire, damage caused by collision with a wild animal or any other damage, and in the case that a claim is asserted by a third party, the Customer must inform the police immediately and ensure that a police report

is issued. This also applies in the case of at-fault accidents not involving third parties.

### 12.3 Reporting damage

The Customer or the injured party must report any type of damage within five (5) working days via the link in the Customer account. The Customer must complete the claims form truthfully and in full. If claims reports are received late, or if the Customer is responsible for delays in the claims process, AMAG Leasing reserves the right to charge an appropriate processing fee. AMAG Leasing also reserves the right to reclaim from the Customer any financial losses caused either directly or indirectly by a delay for which the Customer is responsible or by a breach of the Customer's obligation to cooperate. It is not permitted to accept any third-party claims as valid. The Customer must follow the instructions of AMAG Leasing and/or the insurer with regard to repairing damage.

### 12.4 Damage that is not covered

Vehicle damage (including minor damage, such as minor damage to paintwork that can be polished up or the replacement of small components screwed or stuck to the vehicle), where not covered by comprehensive insurance or falling within the excess of the fully comprehensive cover, and the full excess in the case of damage caused by collision, shall be borne by the Customer.

### 12.5 Total loss

In the case of total loss (write-off) or theft of the vehicle, AMAG Leasing has the right to terminate the Contract without notice. Monthly subscription fees already paid by the Customer will not be refunded.

## 13. Obligations of the Customer

### 13.1 Compliance with laws and regulations

The Customer must fulfil all legal obligations arising out of the operation and maintenance of the vehicle. They must observe all road rules in Switzerland and abroad. When driving abroad, the Customer must carry all necessary documents and additional safety equipment, e.g. high-visibility vests, in the vehicle. The international insurance card (green card) can be ordered through Zurich [\[international insurance card – Zurich Switzerland\]](#).

### 13.2 Compliance with operational and servicing instructions

The Customer must ensure that the vehicle is maintained and serviced in accordance with the manufacturer's instructions for operation and servicing. The vehicle must always be kept in an operational and roadworthy condition. The transportation of flammable, explosive, poisonous or otherwise dangerous substances is prohibited.

### 13.3 Number plates

The Customer may not drive the vehicle on public roads without the number plates installed by the delivery partner. Changing the number plates or installing them on other vehicles is not permitted. The one exception to this is a change of residence to another canton in accordance with section 8.2.

### 13.4 Energy source/fuel

The Customer must observe the provisions applicable to the vehicle regarding the type of fuel (petrol and diesel) to be used. This also applies to electrical energy (electricity) and any other options used to power a vehicle. Any damage caused by the incorrect use of an energy source (e.g. when refuelling or charging) is to be borne by the Customer.

Unless otherwise agreed, the costs for energy sources and fuel resulting from the use of the vehicle shall be borne by the Customer.

### 13.5 Cleanliness and ban on smoking

The Customer is responsible for ensuring that there is no smoking within the vehicle and that the vehicle is kept clean. The smoking ban also applies to e-cigarettes, heated tobacco products and similar devices.

### 13.6 Animal transport

Animals may only be transported in designated transport boxes in the boot.

### 13.7 Fittings, installations, labels

Fittings, installations and labelling of the vehicle are at the Customer's discretion, provided that the value of the vehicle is not compromised and AMAG Leasing's prior consent has been obtained. At the discretion of AMAG Leasing, installations and labels may pass into AMAG's ownership without entitlement to reimbursement or compensation, or the Customer will be required to have them removed at their own cost prior to returning the vehicle in order to restore the vehicle to its original condition.

### 13.8 Anti-theft protection

The vehicle must be appropriately protected against theft. Windows and doors must be closed and locked properly on leaving the vehicle.

### 13.9 Penalties and fines

Fines and penalties owed by the Customer or an Authorised User for violations of traffic regulations shall be borne by the Customer, along with any corresponding legal costs. The Customer must immediately report to AMAG Leasing the driver responsible for these penalties and release AMAG Leasing from such claims.

### 13.10 Change of address

The Customer must inform AMAG Leasing in good time of any planned change of residence or registered office. If the Customer intends to move their residence or registered office abroad, AMAG Leasing has the right to terminate this Contract as of the date of relocation. A change of address can be made in the Customer account; in the event of a change of canton, AMAG Leasing must also be notified in writing or by telephone.

### 13.11 Obligation of the Customer to cooperate and provide information

To the extent required for processing the Contract or complying with legal regulations, the Customer shall provide AMAG Leasing with all required information, e.g. regarding other vehicle users, especially if they have violated a traffic regulation, about the threat of seizure of the vehicle by an authority, etc. AMAG Leasing has the right to pass on this information, including personal details, to the relevant authorities. The loss of keys or other vehicle accessories must be reported to the delivery partner without delay.

## 14. Vehicle return

### 14.1 Condition and place of return

At the end of the subscription period or in the event of premature termination of the Contract, the vehicle must be returned by the Customer with a full tank or fully charged and in an undamaged, cleaned, roadworthy condition corresponding to its age and the number of kilometres driven, along with all keys and corresponding components and documents. The delivery partner (representing AMAG Leasing) and the Customer shall agree on a time and date to return the vehicle. The Customer must return the vehicle to an agreed delivery partner. Collection of the vehicle from the Customer's home is not an option unless this has been otherwise agreed with the consent of the responsible delivery partner.

### 14.2 Additional kilometres

If the Customer has driven more kilometres than contractually agreed for the subscription period, the authorised delivery partner will invoice the Customer the cost for the additional kilometres in the final invoice. The cost for additional kilometres is CHF 0.75 (including VAT) per additional kilometre.

### 14.3 Return protocol

On return, a return protocol on the condition of the vehicle shall be issued in the presence of the Customer or, for a legal person, an authorised representative, recording the return of the vehicle including corresponding components and documents, and any identifiable damage. Should the Customer not be present in person at the return, the return report shall be deemed accepted without the Customer's signature.

### 14.4 Liability for damage and missing items

The Customer is liable for all missing vehicle items, such as keys, etc., and for any required repair and servicing work that has been caused by use of the vehicle contrary to the Contract by the Customer or persons for whom they are responsible according to the subscription contract. Signs of normal wear and tear such as small stone chips, or scratches around the tank cap/charging cover, door handles and boot lid handles, do not count as damage caused by the Customer. Damage considered to be normal signs of wear and tear can be found in the damage catalogue provided to the Customer on vehicle handover.

### 14.5 Failure to return

If the Customer fails to return the vehicle to the agreed location in a timely manner on the agreed date, the delivery partner is authorised to invoice the Customer for the resulting costs. If the Customer does not comply with the subsequent request to return the vehicle to the agreed location on the agreed date, the delivery partner is authorised to have the vehicle collected from the Customer at the Customer's expense, without requiring a judicial order to this effect or a deposit. The costs associated with this are due as per the applicable fees listed in section 7.5. Employees of AMAG Leasing and authorised third parties, such as the delivery partner and authorised collection companies, are entitled to enter the plot of land or building belonging to the Customer where the vehicle is located for the purpose of retrieving the vehicle.

### 14.6 Keeping the vehicle after the subscription period

As an alternative to returning the vehicle, an agreement can be made before the end of the subscription period for the Customer to purchase the vehicle or take out a lease. The Customer has no right to such a transaction. If the Customer is interested in this option, the delivery partner will notify the Customer of the purchase price and the terms and conditions of the lease before the subscription period ends. Further details and conditions are regulated in a separate purchase agreement between AMAG Leasing and the Customer.

### 14.7 Final invoice

After returning the vehicle, the authorised delivery partner will issue a final invoice in their own name which will include the following elements:

- a) If applicable, costs for exceeding the contractually agreed subscription kilometres in accordance with the agreed rate for additional kilometres
- b) If applicable, costs for repairing damage that does not correspond to normal wear and tear
- c) If applicable, costs for replacing or re-procuring documents, keys and other accessories

The final invoice must be paid by the Customer within 30 days of the invoice date.

## 15. Early termination of the Contract

### 15.1 By AMAG Leasing

AMAG Leasing is entitled to terminate the Contract for good cause without notice at any time. Good cause in this context includes in particular:

- a) Failure to pay any fees due under the subscription contract despite having received a reminder to do so
- b) Filing for private bankruptcy or insolvency
- c) Serious violations of traffic regulations and driving in an unfit state
- d) Withdrawal of the driving licence (from the Customer or the main driver)
- e) Use of the vehicle not in accordance with the Contract
- f) If installed in the vehicle, removal of the adapter used for recording telemetry data
- g) Breach of obligations by the Customer (or Authorised User)
- h) Failure to cooperate in case of damage
- i) Violation of statutory regulations that could entail a risk to the reputation of AMAG Leasing, or if it can no longer reasonably be expected to fulfil the Contract due to national embargo legislation, UN resolutions or other international sanctions.
- j) Death of the Customer.

### **15.2 By the Customer**

The Customer and/or their heirs are entitled to terminate the Contract without notice for good cause at any time in the event of:

- a) a prolonged impossibility of vehicle use for technical reasons, which cannot be remedied by AMAG Leasing or the delivery partner within a reasonable period of time. This also includes a total loss of the vehicle stemming from an accident. AMAG Leasing is entitled to provide the Customer with a replacement vehicle of a value that is at least equivalent to the original vehicle through the delivery partner.
- b) Death of the Customer

### **15.3 Costs in the event of early termination of the Contract**

The mutually agreed date of return of the vehicle to the delivery partner is deemed to be the date of early termination of the Contract. The agreed monthly subscription fee is also owed in full if the effective return date for the vehicle falls before the last day of the subscription month in question. AMAG Leasing will invoice the Customer or their heirs for costs incurred as a result of early termination of the Contract. The delivery partner is authorised to invoice the Customer or their heirs in its own name for additional kilometres driven at CHF 0.75 (including VAT) per additional kilometre. Any additional kilometres will be charged pro rata as of the date of early termination of the Contract. There are no refunds for any unused kilometres.

### **16. Liability**

Liability shall be governed by the applicable statutory provisions. However, AMAG Leasing shall in no event be liable for (i) slight negligence, (ii) indirect and consequential damages and lost profits, (iii) unrealised savings, (iv) damages arising from delay in delivery or (v) any acts and omissions of AMAG Leasing's auxiliary persons, and those of the delivery partner or the servicing company, whether contractual or non-contractual. In all other respects, AMAG Leasing shall decline liability in the following cases:

- Improper, non-contractual or unlawful storage, adjustment or use of the products
- Use of incompatible spare parts or accessories (such as the incorrect supply of power)
- Failure to properly maintain and/or improper modification or repair of products by the Customer or a third party
- Force majeure, in particular damage caused by the elements, moisture, crashes and impact, etc., for which AMAG Leasing is not responsible, and orders from the authorities

### **17. Data protection**

The [AMAG Group's Privacy Policy](#) applies to the processing of personal information by AMAG Leasing.

### **18. Partial invalidity**

Should individual provisions of these GSTC become invalid or ineffective, this will not affect the validity of the remaining provisions or these GSTC and the Contract as a whole.

### **19. Jurisdiction and applicable law**

All legal relationships between AMAG Leasing and the Customer are subject to Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The place of jurisdiction for all disputes arising from this Contract is the registered office of AMAG Leasing AG in Cham, Zug. However, AMAG Leasing AG reserves the right to take legal action in the place where the registered office of the defending contracting party is located. Cases in which civil procedure law prescribes a different place of jurisdiction are excluded from the clause assigning jurisdiction.