

General Rental Terms and Conditions for Camper Vans

1. Start and end of agreement

The rental agreement for camper vans (hereinafter referred to as the Agreement) shall remain in effect from the time of Vehicle handover to the contractually agreed time of Vehicle return.

2. Vehicle handover

The Garage shall inspect the Vehicle prior to the handover and provide it with a full tank of fuel in a clean, checked, damage-free condition and with the necessary documents. Customer complaints about the vehicle or its accessories must be reported to the Garage immediately when the Vehicle is handed over.

3. Vehicle return

The Vehicle, together with its accessories, shall be returned on time to the location where it was received. In the event of a delay, the Customer must compensate the Garage for any associated damage and shall be liable for any accidental damage beyond the general liability regulations. The Vehicle may only be returned during the Garage's agreed time slot and must be returned directly to the Garage or its representatives. The mere parking of the Vehicle at the Garage or the mere parking of the Vehicle outside of opening hours and dropping off of the keys at the Garage alone shall not constitute a return and does not release the Customer from the obligation to return the Vehicle on time and in person.

When the Vehicle is returned, the Vehicle condition, the completeness of the equipment, any damage and full refuelling are checked by means of a return report, which must be signed by the Customer. The Vehicle exterior is cleaned by the Garage. Hidden defects are documented and invoiced to the Customer. The Vehicle must be returned to the Garage with a full tank of fuel, cleaned interior, empty fresh-water and waste-water tanks, and complete equipment.

- If the Vehicle is not returned fully refuelled, the Garage will charge a flat handling fee of CHF 40.00 in addition to the cost of filling up with fuel.

- If the Vehicle interior is heavily soiled, the Garage reserves the right to charge the Customer the additional costs for cleaning.
- The waste-water tank must be returned cleaned, while the fresh-water tank and the waste-water tank must be completely emptied. If the water tanks are not cleaned or emptied, the Garage will charge a flat fee of CHF 150.00.

4. Extension of the Agreement term

The Agreement term may only be extended with the written consent of the Garage prior to the expiry of the current Agreement term. The Garage may choose to deny the extension without specifying any reasons. Where the Garage agrees to the extension of the Agreement term, all the terms and conditions of the original agreement shall continue to apply, unless otherwise agreed in writing.

5. Early return of the Vehicle

Returning the Vehicle early within the scope of the Agreement shall not entitle the Customer to any reductions or refunds.

6. Late return

The rental price is calculated per rental day. A rental day is equivalent to 24 hours, unless otherwise stipulated in the Agreement. In the event of a late return of more than 60 minutes, one additional rental day will be charged for each 24 hours started (start of the 60 minutes is from the latest return time in the agreed return time slot).

7. Repairs

Any defects that the Customer does not have to remedy themselves must be reported immediately via the Totalmobil Helpline. Contact within Switzerland: +41 848 024 365 / contact from abroad: +41 44 846 14 14 The Garage must also be informed immediately. The Customer must obtain a commitment from the Garage to cover the associated repair costs prior to having any repairs performed. The Customer shall be

reimbursed for any expenses incurred based on the aforementioned commitment to cover costs upon presentation of the corresponding receipts at the time the Vehicle is returned.

8. Conduct in case of accident or unforeseen events

In case of events such as an accident, theft (burglary, embezzlement, etc.), loss, fire, damage caused by animals or other damage, the Customer must notify the police and obtain a police report.

This also applies in the case of at-fault accidents not involving third parties. The Customer shall not be entitled to recognise third-party claims. In any case, the Totalmobil Helpline must be informed immediately.

Contact within Switzerland: +41 848 024 365 / contact from abroad:

+41 44 846 14 14 The Garage must also be informed immediately. In all of the aforementioned events, the Customer must immediately compile a comprehensive written report, including sketches, even if the damage is minor. In the case of accidents, the report must include in particular the names and addresses of all persons and potential witnesses, as well as the registration numbers of the vehicles involved. In the event of Vehicle theft, any remaining available vehicle keys, a report on how the theft occurred and the police report must be submitted to the Garage within 24 hours.

9. Prohibited use/restrictions on entering and leaving the country

The Customer shall be prohibited from using the Vehicle:

- a. To participate in motorsport events, vehicle tests or driving lessons.
- b. To transport goods or persons for payment.
- c. While overloaded, i.e. with a number of persons and/or cargo load that exceeds the limits stated on the registration certificate.
- d. To transport flammable, explosive, toxic or other hazardous substances.

e. The use of the Vehicle outside Switzerland is limited to the following countries:

Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Czechia, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Kosovo, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Turkey, United Kingdom and Vatican City State.

For travel outside Switzerland, the Customer is obliged to carry in the Vehicle any additional documents and safety accessories required for this purpose, such as safety vests or first-aid kits. The International Motor Insurance Card for countries that have not signed up to the Multilateral Guarantee Agreement must be carried in the Vehicle.

f. To commit customs offences and other offences, even where these are only subject to penalties under the law of the crime scene.

g. Smoking in the Vehicle is strictly prohibited. In the case of any non-compliance, the person renting the Vehicle will be charged for the cleaning and depreciation costs at actual cost.

h. Pets may be carried in the Vehicle by agreement with the respective AMAG camper van rental location. The cleaning costs after returning a Vehicle in which pets have been carried are CHF 10.00 per rental day.

10. Liability of the Customer

a. The Customer shall be liable for all damage that arises for the Garage as a result of any unlawful or careless conduct or actions in violation of the Agreement on the part of the Customer or their Auxiliaries, regardless of whether they are culpable for such conduct and/or actions.

b. The Customer shall also be liable for all defects and/or damage to the Vehicle for which they are responsible. This includes in particular, but is not limited to, damage that arises as a result of: failure to observe maximum heights for garage entrances, underpasses, etc.; improper use of snow chains or ski racks, or careless loading of ski racks; careless handling of the Vehicle interior (in particular cigarette holes or cracks and stains on upholstery and carpets); driving off-road and

generally careless handling (in particular damage to the underbody, such as damage to the steering, transmission or suspension, or damage to axle parts, sills, oil pans, pipes, exhaust systems, shielding plates or covers); improper handling of the vehicle (mechanical damage to the clutch, transmission, suspension, etc., not covered by the Garage's warranty).

c. Liability shall also include responsibility for repair costs and/or the value of the Vehicle in the event of a total loss, as well as any additional damage, such as towing costs, expert costs, depreciation of the Vehicle value, lost rental revenue, legal costs, administration fees.

d. Where fines or penalties arise in relation to the use of the Vehicle for which the Garage is made responsible, the Customer must provide the Garage with compensation for the corresponding amount plus any administration fees. This excludes any fines and penalties incurred for which the Garage is responsible. In the event of any road traffic violations within or outside of Switzerland, the Customer shall authorise the Garage to provide all relevant authorities (police, legal professionals, road traffic officials, etc.) in Switzerland and abroad with the necessary contract information.

Where coverage in line with the principles of comprehensive cover has been agreed, the extent of liability on the part of the Customer shall be reduced to the contractually agreed excess amount. This limitation of liability shall not apply to damage listed under Section 10b where no coverage has been agreed for the Garage's damage in the specific case at hand. The limitation shall also not apply to damage that arises during the Vehicle's use by an unauthorised driver or for a prohibited purpose, in the event of a hit and run on the part of the Customer and in the case of damage caused by intent or gross negligence in accordance with the Swiss Road Traffic Act (SVG), in particular as a result of driving under the influence of alcohol or drugs, as well as for damage caused by the Vehicle's cargo.

e. In all other cases, any potential limitation extended to the Customer by the Garage shall only be valid where this is confirmed in writing.

11. Liability of the Garage

The Garage shall not be liable to the Customer nor third parties for any accidental damage that occurs during the term of the Agreement. The Garage shall also not be liable for damage incurred by the Customer as a result of any defect on the Vehicle that prevents further travel or otherwise causes a loss of time or other consequential damage.

12. Amendments to the Agreement

Amendments and modifications to this Agreement must be made in writing to be valid.

13. Validity of driving licence

By signing this Agreement, the Customer confirms that they possess a legitimate, valid driving licence. The Customer must present the Garage with their driving licence before the start of the rental so that it can be copied and/or scanned.

14. Supplementary provisions

The Swiss Code of Obligations shall apply in addition to these provisions.

15. Place of jurisdiction

Unless otherwise stipulated by law, the parties hereby agree that the place of jurisdiction shall be the location of the court responsible for the Garage's place of business and domicile. At its discretion, the Garage may also choose to file proceedings at the location of the court responsible for the Customer's place of business and domicile.