

General Terms and Conditions for the Leasing of Motor Vehicles and Services

April 2025

General provisions for all contracts

1. Conclusion of the contract and lease period of Individual agreement

1.1. Upon the client's request, Ayvens Switzerland AG (hereinafter referred to as "Ayvens") will send the client the unsigned Individual Lease Agreement as an invitation to submit an offer. This lists the total monthly aggregate rate, to be paid for the lease and the optional services. The services can also be agreed independently of the lease. Ayvens is under no obligation to conclude the Individual agreement.

1.2. Ayvens only enters into contracts with the client under its general terms and conditions (GTCs). The version of the GTCs agreed in the individual agreement applies. By signing the offer, the client offers to enter into a contract with Ayvens and thereby fully accepts the GTCs, the price list, the guidelines for vehicle evaluation of returned vehicles (Fair Wear & Tear), the compliance provisions and the Ayvens driver's handbook as integral parts of the Individual agreement. The documents are available on the Ayvens website in their current version.

1.3. The client is bound by its offer for 12 weeks from the date of signature of the offer by the client and receipt of the offer by Ayvens. The individual agreement comes into effect upon countersignature, implied acceptance or confirmation transmitted by Ayvens to the client in writing or by email.

1.4. By signing the offer, the client waives its right to its own terms and conditions of purchase or other terms and conditions in the context of the contractual relationship with Ayvens. Any additional or deviating terms and conditions of the client are only valid if they have been accepted in writing by Ayvens in individual cases and before the conclusion of the contract.

1.5. Unless otherwise specified in the Individual agreement, said agreement is concluded for a fixed lease period, which begins with the acceptance of the vehicle or activation of the service.

1.6. If the Individual agreement is concluded with several persons, they are jointly and severally liable vis-à-vis Ayvens.

1.7. In the case of a service-only Individual agreement, the agreement begins and ends on the contractually agreed date.

2. Data Protection and Privacy

2.1. In the course of contractual obligations, various data (including personal data within the meaning of applicable data protection laws) is collected, stored, used and processed. The client and Ayvens agree on the following with regard to personal data:

2.1.1. Ayvens acts as the controller when processing personal data in connection with the execution and further development of the agreed service and

2.1.2. the client acts as the controller when processing personal data provided to Ayvens through the client's systems and applications.

2.2. Ayvens and the client, as the respective controllers, shall apply the relevant data protection provisions in accordance with the applicable data protection laws, as amended.

2.3. If personal data is transferred to a country outside the European Economic Area (EEA) or Switzerland in the course of fulfilling the contractual obligations, the legal regulations apply to this transfer.

2.4. The client acknowledges that Ayvens uses automatic processing for the client's data from this business relationship. The client agrees that these data be forwarded (transmitted) according to usual banking procedures for the purposes of creditor protection, credit checks, risk evaluation, to check compliance with the provisions of financial market law, money laundering provisions or sanction legislation, as well as to fulfil information obligations to the parent companies of Ayvens and to the national banks or supervisory authorities. The client agrees that its data from this business relationship may be transferred from the parent company to the group companies and vice versa, and may be used to create and evaluate client profiles and for group-wide marketing purposes. Furthermore, the client acknowledges that its data from this business relationship may also be provided to Ayvens's auxiliary persons in electronic form. These third parties may only process the personal data in the same way that Ayvens itself is allowed to do so.

2.5. Insofar as the data of third parties, such as drivers, is affected in connection with the execution of the agreement, the client must obtain their consent in accordance with the provisions of the applicable data protection law and the agreements made. By disclosing the data, the client confirms that it has obtained consent in advance and is authorised to disclose the data. Ayvens is not obliged to check the permissibility of data use. The client shall indemnify and hold Ayvens harmless from any third-party claims arising therefrom. Ayvens will treat all personal data provided for the purpose of fulfilling the contract confidentially and in accordance with the statutory data protection provisions in their currently valid version.

2.6. Ayvens and the client agree to support each other so that they can respond and react appropriately to requests or complaints from data subjects or relevant authorities. Ayvens and the client mutually assure each other that they have introduced and/or implemented guidelines within the framework of legal and data protection requirements that must be followed in the event of a breach of the protection or security of personal data.

3. Offsetting and the right of retention

3.1. Ayvens is entitled to offset its claims arising from an Individual agreement against any counterclaims of the client arising from all Individual agreements concluded with Ayvens. The client may only offset recognised or legally established counterclaims arising from this

Individual agreement against the monthly aggregate rate. The client's right of retention is excluded.

4. Assignment

4.1. Ayvens is entitled to transfer the Individual agreement in its entirety, with all rights and obligations, to third parties or to assign individual rights and claims arising from it to third parties, in particular to transfer ownership of the vehicles. Assignment of the rights and claims to which the client is entitled under the Individual agreement or a transfer of the agreement is excluded without the prior written consent of Ayvens.

5. Aggregate rate, payment obligations, due date, default in payment; dunning and bank fees

5.1. The client pays a monthly aggregate rate for the leasing services to be provided by Ayvens and the services to be provided by Ayvens or third parties commissioned by Ayvens.

5.2. The monthly aggregate rate according to the Individual agreement consists of the financing costs (lease payment), the costs for the agreed services (costs for selected products and services) and the agreed insurance. In addition, a management fee agreed in the Individual agreement will be charged separately for individual products.

5.3. Unless otherwise agreed in the Individual agreement, the aggregate rate shall be due and payable in advance, without any deductions, on the first day of each calendar month. The first payment shall be made on the first day of the month following the month in which the vehicle is accepted and the contractual period begins.

5.4. In addition to the aggregate rate, additional charges may be invoiced in accordance with the price list, as well as non-recurring payments for ancillary services, and other payments invoiced by third parties in connection with the Individual agreement and the services may be charged.

5.5. Further claims, in particular interim and final settlements, non-recurring payments for ancillary services and the charging of other payments invoiced by third parties in connection with the Individual agreement and the services, fall due for payment immediately.

5.6. For months started at the beginning or end of the contract, the actual days of use will be charged or refunded on a daily basis.

5.7. After the return of the leased vehicle, Ayvens will draw up an invoice based on the actual period of use of the leased vehicle and the services.

5.8. The preferred method of payment is a direct debit authorisation (direct debit) to be issued in favour of Ayvens. However, the client may also make payments by bank transfer. The client must ensure timely transfer to the bank account of Ayvens, so that Ayvens can dispose of the amount due on the due date. If Ayvens is unable to debit the amount due in a timely manner, the bank charges plus a processing fee will be charged for each collection attempt, in accordance with the current price list.

5.9. A granted direct debit authorisation must be maintained for the entire term of the Individual agreement.

5.10. Payments are deemed to have been made on the date they are credited to Ayvens' account.

5.11. In the event of a client's default in payment, Ayvens shall be entitled to interest on all payments due under this Individual agreement at the default interest rate stated in the price list, unless Ayvens can prove higher default damages.

5.12. For each dunning notice the client must also pay a processing fee as stated in the price list. The client is also obliged to reimburse

Ayvens for all legal costs necessary to pursue its claims, including, in particular, the costs of debt collection agencies.

6. Change in the aggregate rate (lease payment, costs for selected products and services, management fee insurance premiums)

6.1. Special payments are included in the aggregate rate (including payment for leasing and agreed services and/or insurance among others) for the calculated contractual period. If the calculated period has expired and the Individual agreement has not yet ended, Ayvens is entitled to recalculate the aggregate rate, independently of other contractual parameters (e.g. mileage status), and charge it to the client.

6.2. If the purchase price of the leased vehicle or Ayvens' financing costs and/or the costs of the agreed services change in the period between the date of the price calculation (date of the last valid signed offer) and the acceptance of the leased vehicle, or as a result of additional vehicle specifications or services requested by the client, the aggregate rate will be adjusted.

6.3. If the actual mileage exceeds or falls short of the mileage on which the Individual agreement is based by more than 10%, or if the calculated lease period is exceeded, the client is obliged to notify Ayvens of this in writing and Ayvens is entitled to adjust the aggregate rate. Irrespective of this, Ayvens is entitled to adjust the lease period and/or the mileage to the actual mileage from the next invoice, instead of or in addition to adjusting the monthly fee.

6.4. Ayvens is entitled to balance the account at any time if the actual costs incurred for the services used exceed the non-guaranteed costs under the contract.

7. Value guarantee

7.1. Ayvens is entitled to adjust the lease payment based on the refinancing costs on which the calculation is based in line with the change in the interest rate based on the respective money market, credit market and capital market conditions.

7.2. The costs for selected products and services, the management fee (if applicable) and the items on the price list are indexed to the January value of the national consumer price index of the year in which the Individual agreement begins.

7.3. Ayvens is entitled to make annual adjustments, with the first adjustment taking place on 01/01 of the calendar year following the vehicle delivery.

7.4. Annual index fluctuations up and down to 3% are not taken into account in the costs for selected services. If the 3% threshold is exceeded, the entire change is taken into account for the adjustment.

7.5. The client will be informed in writing of the adjustment made and the resulting increase or reduction.

8. Charges and contributions

8.1. The client shall bear all fees, contributions, taxes and other charges levied on the client or Ayvens in connection with the leased vehicle, its acquisition, use and disposal or the Individual agreement itself, as well as the services, in particular circulation/vehicle tax and value-added tax.

8.2. All amounts are net amounts. Any statutory levies and taxes (e.g. VAT) shall be added to these and paid by the client.

8.3. If the VAT rate changes during the lease period or if new taxes or levies are introduced in connection with the existence or operation of the leased vehicle, the services and/or the Individual agreement, Ayvens is entitled to pass these on to the client and to adjust all claims and amounts arising from the Individual agreement accordingly from

the time of the change or to charge the client for any levies incurred by it.

8.4. Ayvens is entitled to charge an appropriate fee for additional services that are required and the causes of which lie within the sphere of responsibility of the client.

9. Security for the Individual agreement

9.1. Any security must be provided to Ayvens before the start of the Individual agreement. Ayvens is entitled to use a security provided by the client (e.g. deposit) to cover outstanding monetary claims. No interest is paid on the security provided and it can be used to cover outstanding monetary claims during the term of the contract. Security deposits must be replenished by the client immediately if the security provided so permits. After the Individual agreement has ended and all services have been settled, Ayvens can offset the security provided against the outstanding monetary claims. If the total balance is positive, the difference is transferred to the client.

9.2. Ayvens is entitled to demand further security for outstanding payments in the event of a significant deterioration in the client's financial circumstances or a change of control at the client.

9.3. A special payment is credited proportionately to the monthly aggregate rate for the lease period in accordance with the Individual agreement and is due upon receipt of the relevant invoice.

9.4. In the event of premature cancellation of the contract, the special payment will not be refunded (not even pro rata).

10. Termination of the contract

10.1. Ayvens may terminate individual or all Individual agreements with immediate effect for cause,

10.1.1. if the client is in default of payment for more than 30 days;

10.1.2. if the client revokes a direct debit authorisation granted in accordance with Point 5.9;

10.1.3. if circumstances arise or become known on the part of the client, one of its personally liable partners, a guarantor, surety provider or joint debtor that jeopardise or impede the enforcement of Ayvens' rights, or if a significant deterioration in the economic circumstances of these persons occurs or threatens to occur. This applies in particular to insolvency, attachment, retention, seizure, debt-restructuring moratorium, bill protest or the opening of bankruptcy proceedings;

10.1.4. if the client dies, loses its capacity to act or has it restricted, sells at least a substantial part of its business, significantly restricts or discontinues business operations, changes the object of the business or initiates liquidation;

10.1.5. if the financial circumstances of the client or a third-party guarantor deteriorate or are jeopardised and this in turn jeopardises the regular payment of the monthly aggregate rate;

10.1.6. if the client gives up its registered office in Switzerland;

10.1.7. if a criminal offence, in particular a serious road traffic offence (in particular speeding offences), is committed with the vehicle;

10.1.8. if the client endangers or violates the ownership rights or contractual rights of Ayvens in the vehicle, or if the claims to which Ayvens is entitled and which have been assigned to the client due to delay in delivery and material warranty are not pursued diligently or in violation of instructions. This also applies to claims that the client has been authorised to assert;

10.1.9. if the client does not provide the information necessary to fulfil Ayvens' legal and regulatory obligations, in particular in

connection with the identification obligations in connection with the fight against money laundering;

10.1.10. if the client continues to commit significant breaches of contract despite a written warning or fails to immediately remedy the consequences of such breaches of contract;

10.1.11. if the client has provided significantly incorrect information or concealed facts when concluding the contract that could endanger the economic interests of Ayvens to a significant extent;

10.1.12. if a business relationship with the client is no longer permissible due to legal provisions;

10.1.13. if the client violates the compliance regulations (see Article 15) of Ayvens;

10.1.14. in the event of theft of the vehicle;

10.1.15. if the client fails to fulfil its obligations under the insurance contract, in particular the obligation to pay the insurance premiums;

10.1.16. if the vehicle is permanently taken abroad;

10.1.17. in the event of destruction of the vehicle, total loss, major damage or partial loss;

10.1.18. in the event of misuse or non-contractual use of the Ayvens service card;

10.1.19. if the brokered insurance contract is terminated by the insurance company.

10.2. Where the settlement modalities in the event of a failure to terminate the contract in a timely manner are concerned, reference is made to the product-specific provisions in these GTCs;

10.3. The Individual agreement shall lapse if the supply contract for the leased vehicle with the supplier does not come into effect, is subsequently terminated or cancelled, if the leased vehicle definitely cannot be delivered, or if a third party succeeds in enforcing its claims for defence. If Ayvens is not reimbursed by the supplier for the payments it has made, including interest at the usual commercial rate, the client is obliged to indemnify Ayvens, provided that the lapse of the Individual agreement is not the fault of Ayvens. In return, Ayvens will assign the client any rights of claim against the supplier for independent enforcement. If the client is at fault, he is liable to Ayvens for the resulting damages (in particular, reimbursement of refinancing costs, costs of concluding the contract and lost profits).

10.4. Ayvens may ordinarily terminate all or individual agreements with two weeks' notice, effective at the end of the month. In this case, the settlement modalities for late termination of the contract apply in accordance with the product-specific provisions in these GTCs.

11. Liability

11.1. Ayvens is only liable vis-à-vis the client if Ayvens or its auxiliary persons is at least guilty of gross negligence; such guilt must be proven by the client.

11.2. All liability on the part of Ayvens for consequential damages, pure financial losses and lost profits, as well as for damages arising from third-party claims against the client, is excluded.

12. Warranty

12.1. The client has selected the leased vehicle itself and accepted the guarantee, warranty, operating and maintenance conditions applicable to the leased vehicle.

12.2. The client's right of warranty for the leased vehicle and the agreed services vis-à-vis Ayvens are excluded.

12.3. Ayvens assigns to the client its contractual and legal claims and rights against the supplier or auxiliary persons, except for the claim

for cancellation. Ayvens is not liable for the correctness or recoverability of the assigned claims. Payments from guarantee or warranty claims must be made to Ayvens immediately.

12.4. For a 2nd Life Lease leased vehicle, the vehicle selected by the client is a used vehicle. The guarantee and warranty conditions may therefore already have expired or be significantly limited.

13. Engagement of third parties

13.1. Ayvens is entitled to engage third parties to provide services and is solely liable for their careful selection.

14. Written form and electronic signature

14.1. Amendments, supplements, termination or expiration of the Individual agreement must be made in writing and signed.

14.2. Insofar as Ayvens and/or the client signs contractual documents electronically, Ayvens and the client agree, in deviation from Article 14 of the Federal Act Amending the Swiss Civil Code (Code of Obligations), that the contractual documents and that all electronic signatures that appear on agreements or other such documents and attachments are equivalent to handwritten signatures for the purposes of validity, enforceability and admissibility.

15. Compliance

15.1. Ayvens' compliance provisions (sanctions, embargo, money laundering, anti-corruption, environment, social responsibility, sustainability) are an integral part of these GTCs and are deemed to be agreed. These compliance provisions are available on the Ayvens website.

16. Ancillary agreements and severability clause

16.1. There are no verbal ancillary agreements and should there be any, these will lose their validity upon signing of the offer if they are not agreed in writing.

16.2. Suppliers or service providers are not authorised to make or accept any declarations that deviate from the Individual agreement or other contractual documents, as well as from the vehicle purchase agreement.

16.3. Should individual provisions of the GTCs or the associated contractual documents be or become invalid or void, the validity of the remaining provisions shall remain unaffected. Invalid or void provisions shall be replaced by provisions that correspond to or come closest to the economic objective intended by the contracting parties and the invalid provision.

17. Place of jurisdiction

17.1. The competent court for any and all disputes arising from this contract is Zurich Commercial Court.

17.2. However, Ayvens is also entitled to assert its rights at the competent court at the client's place of business.

18. Applicable law

18.1. All legal relationships between Ayvens and the client are subject exclusively to Swiss law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules of international private law.

Specific provisions for leasing

19. Ordering of the vehicle

19.1. After receiving the offer signed by the client, Ayvens concludes a delivery contract for the lease vehicle selected by the client with a supplier selected by Ayvens from the Ayvens dealer partner network. If the client requests the order to be placed outside the Ayvens dealer partner network, a fee will be charged in accordance with the price list.

19.2. The client selects the leased vehicle and the agreed equipment. Only passenger vehicles and commercial vehicles (CVs) up to 3.5 tonnes are financed. Ayvens is not liable for any particular feature of the leased vehicle nor its suitability for the client's intended use. The supplier reserves the right to make changes and deviations with regard to technology, features and equipment in accordance with the supplier's terms and conditions.

20. Delivery, delay in delivery, non-delivery and acceptance

20.1. Ayvens and the supplier agree on the place and time of delivery of the leased vehicle, which is made directly to the client. The client takes possession of the leased vehicle in the name and on behalf of Ayvens as its representative, with ownership of the leased vehicle thereby passing to Ayvens. The client shall bear the costs associated with the delivery (e.g. registration fees, costs for licence plates).

20.2. The client shall ensure that the leased vehicle is accepted by an authorised person of the client and shall impose its duties and obligations on that person. The client shall be liable for the actions and omissions of that person as if they were their own.

20.3. As Ayvens' representative, the client must immediately and carefully inspect the leased vehicle upon delivery to ensure that it is free of defects, complete, in working order and in accordance with the assurances provided in the offer, and to duly complete the delivery report.

20.4. The client must take delivery of the leased vehicle without delay when the supplier is ready to deliver. If the client refuses or fails to take delivery of the provided leased vehicle at the time announced by Ayvens, Ayvens may, after a grace period of 4 weeks, waive the client's performance and demand the contractually agreed compensation. There is no need to set a grace period if the client definitively refuses to take delivery or is obviously unable to fulfil its payment obligations under this Individual agreement.

20.5. If the client discovers defects after taking delivery, it is obliged to notify the supplier of such defects in writing without delay and to take the necessary guarantee measures to safeguard Ayvens' rights resulting from the defective delivery.

20.6. If the supplier has announced a binding delivery date and the supplier is late in delivering the leased vehicle and this cannot be delivered within a grace period of 6 weeks set by the client in writing, the client is entitled to withdraw from the Individual agreement. Unless the delay in delivery is due to gross negligence or intent on the part of Ayvens, the client is not entitled to claim damages from Ayvens. All claims by the client for non-delivery or late delivery of the vehicle are, to the extent permitted by law, excluded.

20.7. In the case of a leased vehicle owned by Ayvens that is leased again (referred to as a '2nd Life Lease'), the leased vehicle is handed over to the client in accordance with the vehicle condition report. Ayvens must be notified immediately in writing of any discrepancies between the vehicle condition report and the condition of the vehicle at the time of delivery, and evidence provided.

20.8. Ayvens is entitled to delay delivery of the vehicle at the client's expense or to cancel the order if

20.8.1. the client or a company within the group of the client is more than 90 calendar days in default of payment of a due invoice calculated from the due date of the invoice, or

20.8.2. the client or a company within the group of the client is on a probationary period of 3 months after paying all due invoices that were outstanding for more than 90 calendar days.

20.9. Ayvens is entitled to delay delivery until full payment of due invoices (point 20.8.1) or during the probationary period (Point 20.8.2) without any compensation to the client.

20.10. If the delay lasts longer than three months from the initial readiness to perform, Ayvens is entitled to terminate the Individual agreement with immediate effect without any claim for damages by the client.

21. Calculation of the lease payment

21.1. The basis for calculating the lease payment is the purchase price of the leased vehicle and an underlying calculation interest rate. This calculation interest rate is based on the current financing costs of Ayvens and an interest premium. The calculation interest rate is fixed on the day the vehicle is handed over and remains unchanged for the agreed lease period.

22. Use of the vehicle/client's duties of care

22.1. Ayvens provides the leased vehicle to the client for use for the agreed lease period. As the owner, Ayvens alone is authorised to dispose of the vehicle and, after prior timely notice (14 calendar days), is entitled to inspect the vehicle during the client's normal business and operating hours. The client must ensure that the leased vehicle is available for inspection at the company's registered office on the announced date and that the inspection can be carried out.

22.2. If the leased vehicle is registered in the client's name at their domestic registered office for the entire duration of the contract, Ayvens is entitled to enter a restriction on the change of ownership (code 178 "Change of ownership prohibited" in the vehicle registration document and in the central vehicle and vehicle owner register of the Swiss Confederation at the client's expense.

22.3. If the leased vehicle is registered in Ayvens' name, a monthly fee is charged for the administration of the road taxes paid by Ayvens and billed to the client. If Ayvens receives a fine sent by the police or other fines from the client in these exceptional cases, this fine will be paid by Ayvens without objection as part of its fine management and passed on to the client, or the fine will be forwarded to the client for payment. The client will be charged a processing fee for each fine, in accordance with the price list.

22.4. Without the written consent of Ayvens, the client may not transfer the use of the leased vehicle to third parties, either for a fee or free of charge, with the exception of company employees, life partners, spouses or registered partners, or children of vehicle users known to Ayvens. In any case, the prerequisite for transfer is the right and ability to drive vehicles of the type transferred (= driving licence) and compliance with the insurance conditions and road traffic laws. The client is responsible for the conduct of the vehicle user and must oblige the user to comply with the provisions of the Individual agreement, the GTCs and all documents declared an integral part of the contract.

22.5. The leased vehicle may only be driven in countries for which insurance cover exists according to the international insurance card. Permanent transfer of the vehicle abroad is not permitted.

22.6. Use of the leased vehicle for participation in sports events, as a taxi or for commercial driving instruction is not permitted.

22.7. The client is obliged to use the leased vehicle and its tyres carefully and as intended, and to follow and comply with all maintenance instructions and recommendations (e.g. running-in control, regular oil and fluid level checks, servicing, warranty conditions, etc.) associated with the use or maintenance of the leased vehicle, punctually and regularly.

22.8. Furthermore, the client warrants that any wear and tear of the leased vehicle in excess of the customary extent will be avoided and that all repairs and maintenance will be carried out promptly and professionally. In doing so, the client must use only the garages authorised by Ayvens. The client must check whether service and repair/maintenance work has been carried out properly. If this is not the case, the client must immediately notify the garage in question and file a complaint.

22.9. The use of the leased vehicle for the transport of hazardous materials is only permitted if covered by insurance.

22.10. Adjustments and special fittings, modifications to the leased vehicle, over-the-air accessories, updates or upgrades require the prior written consent of Ayvens.

22.11. The client is obliged to protect the leased vehicle from all third-party access (e.g. attachment, seizure, retention or (customs) confiscation) and to immediately notify the authorities and third parties of Ayvens' ownership.

22.12. The client is obliged to inform Ayvens in writing, providing the relevant documents, of any access by the authorities or third parties, as well as the initiation of judicial or extrajudicial bankruptcy proceedings against them. The client shall reimburse Ayvens for all damages and costs incurred by Ayvens as a result of claims by the authorities (e.g. confiscation by the customs authorities) or third parties and the defence against such claims.

22.13. Ayvens would like to point out that the use of leased vehicles registered in Switzerland by company employees, life partners, spouses or registered partners, or children of the vehicle user disclosed to Ayvens with a domicile or habitual residence in the territory of the European Union (cross-border commuters) could, under the national legislation of the respective member state, constitute a customs or VAT import into the territory of the European Union. This applies in particular to the private use in the community territory of the European Union of leased vehicles registered in Switzerland. The client is liable to Ayvens for any economic, administrative, tax, customs or financial consequences that may arise from the use of such leased vehicles in the community territory of the European Union.

22.14. In the case of Individual agreements in which no services (in particular technical service or fuel and charging card services) have been agreed with Ayvens, the client is obliged to inform Ayvens of the current mileage status in writing every six months. Otherwise, Ayvens is entitled to estimate the mileage status and adjust the lease payment during the lease period of the Individual agreement.

22.15. The client is forbidden to manipulate the odometer in any way. Ayvens must be notified immediately of any damage to the odometer, stating the last mileage status.

23. Transfer of Risk and maintenance

23.1. The risk associated with the leased vehicle passes to the client at the time the risk passes from the supplier to Ayvens in accordance with the delivery contract, but no later than when the leased vehicle is delivered to the client.

23.2. From the transfer of risk in accordance with Point 23.1 until the actual return of the leased vehicle, the client shall bear the risk of accidental destruction, loss, theft, partial or total damage, premature wear and tear, a reduction in value beyond the usual and contractual wear and tear or the lack of usability, as well as any other deterioration in the functionality of the leased vehicle, and is liable to Ayvens for this.

23.3. If the leased vehicle is destroyed, Ayvens will not provide any compensation and the Individual agreement will automatically end. Settlement shall be made in accordance with the product-specific settlement modalities of these GTCs.

23.4. The client is obliged to maintain the leased vehicle in a functional and roadworthy condition and to have the legally required and manufacturer-recommended inspections, service & (routine) maintenance work carried out in a timely manner at an Ayvens-authorized preferred partner garage.

23.5. If technical service has been agreed and the work is covered by the technical service (see Point 30) of the GTCs, Ayvens pays for the garage services. The client pays for the garage work directly if it is not included in the technical service or the entitlement to the technical service has expired. The client is obliged to carefully store the documents relating to the service & (routine) maintenance work carried out, as well as all technical documents and declarations of conformity, and to hand them over to Ayvens upon request.

23.6. For the procedure to be followed in the event of an inspection, repair work or damage loss & theft, please refer to the Point "Damage to and loss of the vehicle" (Point 25) of the GTCs.

23.7. If the vehicle cannot be used, e.g. due to breakdown, maintenance, repairs, official orders of authorities or the assertion of claims for non-delivery, delayed delivery or arising from material or legal warranties, and/or if a service cannot be claimed, the lease period of the Individual agreement shall not be extended and the client shall not be entitled to reduce or cease payment of the aggregate rate.

24. Insurance

24.1. During the entire lease period of the Individual agreement, the client must take out appropriate insurance cover for the leased vehicle, including third party liability insurance as well as fully comprehensive insurance with book value cover, and send the complete policy to Ayvens within 7 calendar days upon request.

24.2. If an excess is agreed, it may not exceed a maximum of CHF 2,000 per event of damage lost and theft.

24.3. If the client fails to comply with the insurance or proof of insurance obligation and/or the obligation to sign the fully comprehensive insurance assignment within a written grace period, Ayvens is entitled to take out an insurance policy at the client's expense. Ayvens is entitled to maintain insurance coverage by transferring the outstanding premiums to the insurer, with recourse to the client.

24.4. The client assigns to Ayvens all current and future rights and claims arising from the fully comprehensive insurance, as well as its claims for compensation and any claims it may have as a result of damage to the vehicle against liable third parties and/or from insurance contracts taken out by third parties. Ayvens accepts the assignment. To this end the client signs the separate fully comprehensive insurance assignment form.

24.5. Ayvens is entitled to notify the insurer of this assignment at any time and to request the insurer to provide information on delays in

payment and the suspension of benefits. Notwithstanding the foregoing, the client is hereby authorised and obliged to assert the assigned rights and claims against the insurer or third parties at its own expense and, if necessary, to enforce them in court. The compensation payments are to be paid to Ayvens and the client is liable to Ayvens for any damages incurred in connection with the assertion.

24.6. Ayvens is to be reimbursed in full for any losses not covered by the insurance.

24.7. The client must notify Ayvens immediately of any changes to the insurance relationship and submit the change documents at the first request.

24.8. In the event of an accident or other occurrence of damage, the client shall immediately notify its motor vehicle third party liability insurance and its fully comprehensive insurance of the damage in accordance with the terms and conditions of the insurance policies or the General Terms and Conditions of Insurance ("GTCl").

24.9. The insurance benefits can be used by Ayvens at its discretion for the repair or replacement of the vehicle, or to compensate for the damage incurred. If the insurance benefit is insufficient for the repair, replacement purchase or compensation, the client is obliged to pay the difference. If the Individual agreement is terminated based on Ayvens' written declaration, the insurance benefits will be credited up to a maximum of the amount owed by the client for the untimely termination of the Individual agreement.

24.10. The client is liable for all damages caused by the vehicle to Ayvens and third parties. If Ayvens is legally liable, it can take recourse against the client.

24.11. The client shall indemnify and hold Ayvens harmless for all third-party claims regarding the vehicle and shall compensate Ayvens for any reduction in value.

25. Damage to and loss of the vehicle

25.1. Upon the occurrence of an event of damage lost & theft (accident, vandalism, other damage, etc.), the client shall immediately inform the Ayvens service centre in writing about the nature and extent of the damage and submit the original damage report or the European accident report.

25.2. If the damage handling service (Point 35) has not been concluded, the garage and the client shall settle the invoice directly.

25.3. The client is responsible for independently organising and paying for the costs of recovery, towing, fire brigade operations, storage, and transport to the garage or place of disposal of the leased vehicle or assessment of the leased vehicle, if this is not covered by the separately concluded 'Road Assistance' service (Point 31).

25.4. If, in the opinion of the Ayvens-authorized garage, the insurance company or Ayvens itself, the leased vehicle is a total loss or has been accidentally destroyed, the Individual agreement is deemed to have been terminated on the date of the event that caused the total loss or accidental destruction. The settlement is handled exclusively by Ayvens. The client will be charged a fee for this service in accordance with the price list.

25.5. Ayvens may terminate the Individual agreement prematurely if the estimated repair costs exceed 60 percent of the replacement value (= "major damage") of the leased vehicle. If Ayvens does not exercise this right, the client is obliged to have the leased vehicle repaired in its own name and at its own expense by an Ayvens-authorized Preferred Partner for damage repair.

25.6. If the insurance company or a third party refuses to pay for damage to the leased vehicle, or for the loss or destruction of the vehicle, the client is liable to Ayvens regardless of fault.

25.7. For premature termination of an Individual agreement due to major damage or total loss, please refer to the product-specific conditions of these GTCs.

25.8. In the event of the vehicle being missing (loss or theft), the client is obliged to take the steps specified in the insurance policy or the GTCI without delay. The Individual agreement shall be suspended for the duration of the waiting period for the payment of compensation as specified in the insurance policy. If the vehicle is recovered within the waiting period, the Individual agreement shall be resumed and the lease period of the Individual agreement shall be extended by the period during which the Individual agreement was suspended. If the leased vehicle is not recovered within the waiting period, the Individual agreement shall be deemed to have been terminated as of the date of loss of the vehicle.

26. Return of the vehicle, termination of the contract and payment of damages

26.1. The Individual agreement terminates with the actual handover to the logistics partner, but no later than 5 working days after the date on which the leased vehicle is available to Ayvens in accordance with the client's written notification.

26.2. As soon as the Individual agreement is terminated, the client must immediately provide Ayvens with all the documents and license plates of the leased vehicle that are required to deregister the leased vehicle (or, in the case of self-deregistration, the confirmation of deregistration from the registration office), otherwise the client will be charged for the additional administrative work involved in accordance with the current price list.

26.3. The de-registration of the leased vehicle is carried out by Ayvens, but the client must provide all the necessary documents. An additional administrative fee will be charged in accordance with the price list.

26.4. In the event of total loss or major damage or theft of the vehicle, the Individual agreement (or the client's payment obligation) ends when the damage occurs or is reported to the police.

26.5. Upon termination of the contract, regardless of the legal grounds, the client is obliged to return the vehicle, including accessories, with all papers, keys, standard equipment (e.g. alloy wheels, radio incl. code card, second tyre racks, charging cable, etc.), operating instructions, passwords for software settings, etc., in full and in the condition specified in the contract, at his expense and risk. Otherwise, the client will be charged for the additional administrative costs of urgent matters and replacements in accordance with the current price list.

26.6. If the client proposes a handover location, this must be confirmed in writing by Ayvens. The handover location must be publicly accessible, suitable for traffic and large enough for loading the leased vehicle onto a heavy transporter without obstructing traffic.

26.7. The presence of a person authorised by the client is required for each handover because a handover record must be signed. Transport to the storage location is organised and carried out by a logistics partner contracted by Ayvens. The client's risk only ends when the leased vehicle is actually confirmed to have been handed over to

the logistics partner. Please refer to the price list for the fees incurred upon return. The client has no right of retention to the leased vehicle.

26.8. If the client does not return the vehicle at the agreed time or at the end of the Individual agreement, Ayvens is entitled to demand the return of the vehicle. Until the vehicle is returned in accordance with the contract, the contractual provisions shall continue to apply unchanged.

26.9. When the vehicle is returned, it must be in a condition that is appropriate for its age, in accordance with the contractual use and as expected on the market, and it must be roadworthy and operationally safe. The client is liable to Ayvens for all necessary repairs and maintenance and servicing work that may be required to restore operational safety and/or to repair damage. The client is also liable for any reduction in the vehicle's value. The vehicle must meet the expectations of an average purchaser of used vehicles, taking into account its age and mileage, as well as careful and prudent use.

26.10. Adjustments and special fittings, modifications or renewals to the leased vehicle become the property of Ayvens without entitlement to a refund or compensation, provided that they are still present in/on the leased vehicle when it is returned. The client waives any compensation for the necessary and useful modifications and will indemnify and hold Ayvens harmless if a user attributable to the client asserts a claim for compensation for necessary and useful modifications against Ayvens. Ayvens may demand that the client restore the original condition and/or compensate the reduction in value.

26.11. If an accessory or update is purchased by the client or user and can no longer be separated from the vehicle, ownership of it is transferred to Ayvens free of charge upon termination of the respective Individual agreement. The client shall indemnify and hold Ayvens harmless should the user make any claims against Ayvens for this reason.

26.12. The client and user waive any replacement claims against Ayvens for the purchased updates or accessories. Compensation for the updates or accessories by Ayvens to the client or user is excluded.

26.13. The client has no claim against Ayvens if the subscription or package is not (able to be) cancelled in time. The user and client are responsible for informing themselves about the cancellation policy of subscriptions or packages from the manufacturer/dealer.

26.14. The client is responsible for ensuring that subscriptions and software packages (e.g. connectivity package) are cancelled/terminated and any personal account access data is deleted before termination or in the event of total loss of the leased vehicle, change of user, etc. Subscriptions and packages that can be cancelled/terminated do not become the property of Ayvens.

26.15. A report is drawn up upon return of the leased vehicle regarding its condition and any signs of wear and tear or damage on it and which must be signed by a third party commissioned by Ayvens and the client or its representative. The leased vehicle is then inspected by an independent motor vehicle appraiser commissioned by Ayvens. This expert checks whether the leased vehicle is in a condition that is in accordance with the contract, its age and mileage, as well as the careful and prudent use of the leased vehicle, and to what extent the leased vehicle corresponds to the condition that can reasonably be expected on the market. The "Fair Wear & Tear" evaluation guide for vehicle evaluation when returning vehicles is used for the evaluation and this is deemed to have been agreed between Ayvens and the client. The

“Fair Wear & Tear” evaluation guide contains a written and visual description of the signs of wear and tear accepted by Ayvens as a result of use and in accordance with the contract, and the conditions not accepted.

26.16. The motor vehicle appraiser distinguishes between signs of wear and tear resulting from use and in accordance with the contract, which are tolerated by Ayvens and do not have to be compensated for by the client, and damage, which must be compensated for by the client.

26.17. A copy of the motor vehicle appraiser’s expert appraisal is sent to the client, informing it of the findings. The client may object to this expert appraisal in writing within two business days. If the client exercises its right of objection and no agreement can be reached on the amount of the damage costs, a new expert appraisal will be prepared by a second motor vehicle appraiser approved by both parties in accordance with the Fair Wear and Tear Guide. The final basis is the expert appraisal that shows the lower damage costs. If the additional expert appraisal does not show lower damage costs, the client shall bear the costs for the additional expert appraisal.

26.18. No expert appraisal is prepared for a 2nd Life Lease Individual agreement and no damage costs are charged.

26.19. The costs of the independent motor vehicle appraiser are borne by the client. Depending on the product, the administrative costs for vehicle return are charged to the client in accordance with the current price list.

26.20. In the case of purely Finance Lease Agreements with a residual value guarantee, an appropriately completed service / maintenance booklet (or excerpt from a corresponding electronic register/ digital version) must also be handed over to Ayvens. The client shall indemnify and hold Ayvens harmless for any claims by the purchaser of the vehicle arising from defects due to improper, delayed or omitted service work within 6 months after the return.

27. Settlement per product and Individual agreement

27.1. The product selected by the client is specified in the Individual agreement

27.2. There are different regulations for the settlement at the end of the contract depending on the product.

27.3. A distinction is made between products with or without a cost or residual value guarantee.

27.3.1. In the case of a residual value guarantee, the sales proceeds of the leased vehicle are not relevant for the settlement.

27.3.2. If a cost guarantee has been agreed for the services (technical service or tyre service), no settlement will be made at the termination of the Individual agreement.

27.4. The residual value guarantee applies to all products, unless otherwise specified in the respective product-specific section below. Furthermore, the residual value guarantee does not apply in the event of major damage or total loss.

27.5. A cost guarantee applies to the technical and tyre services, regardless of the time of termination, unless otherwise specified in the respective product-specific section.

27.6. No cost guarantee applies to the services (fuel and charging card service, rent service, road assistance or insurance) and therefore a settlement of the actual costs and the costs previously charged to the client is made.

27.7. When settling the account, a distinction is made as to whether the termination of the Individual agreement was not timely or timely. An Individual agreement is considered timely terminated if the Individual agreement is terminated at the earliest at the calculated end of the contract, unless otherwise specified in the respective product-specific section. An Individual agreement is considered untimely terminated if it is terminated before the calculated end of the contract, unless otherwise specified in the respective product-specific section.

27.8. A vehicle return fee will be charged in accordance with the current price list.

27.9. Settlement of the individual components at the termination of the individual agreement will be carried out according to the principles set out below.

27.10. The following shall also apply in the event of timely termination of the Individual agreement for the products **Full Service Lease** and **Operating Lease**:

27.10.1. Any compensation shall be invoiced in accordance with Point 26 (Return of the Vehicle);

27.10.2. Any insurance damage settlements shall be taken into account after payment by the insurance company or credited at a later date;

27.10.3. Over- and under-mileage will be settled in accordance with Point 28;

27.10.4. The residual value guarantee applies, provided Point 27.4 is not applicable;

27.11. The following shall also apply in the event of untimely termination of the Individual agreement for the products **Full Service Lease** and **Operating Lease**:

27.11.1. Any compensation shall be invoiced in accordance with Point 26 (Return of the Vehicle);

27.11.2. Over- and under-mileage will be settled in accordance with Point 28;

27.11.3. There is no residual value guarantee applied.

27.11.4. Ayvens is entitled to all outstanding lease payments up to the calculated end of contract, discounted at the base rate (SNB key interest rate) of the Swiss National Bank plus the imputed residual value (= settlement amount) minus the sales proceeds and any insurance damages settlements.

27.11.5. A fee for early termination will be charged in accordance with the current price list.

27.12. The following shall in addition apply to the products **Full Service Financial Lease** and **Financial Lease**:

27.12.1. For the agreed services (including, but not limited to, technical service and tyre service), the actual costs and the costs previously charged to the client will be netted and invoiced.

27.12.2. In deviation from the definition in Point 27.6, for this product, timely termination shall mean that the Individual agreement is terminated at the calculated end of the ILA.

27.12.3. In deviation from the definition in Point 27.6, for this product, termination that is not in a timely manner shall be if the Individual agreement is terminated before or after the calculated end of the ILA.

27.12.4. If the Individual agreement is terminated in a timely manner, the following shall apply:

27.12.4.1. If the sales proceeds of the leased vehicle exceed the stated residual value upon timely termination of the Individual agreement, the client shall receive the excess proceeds. If the sales proceeds of the leased vehicle do not reach the stated residual value,

the client shall reimburse Ayvens the difference. Any insurance damages settlements are deducted.

27.12.4.2. The monthly lease payment is calculated based on the total mileage specified in the Individual agreement. If the leased vehicle has been used over the agreed total mileage at the calculated end of the ILA, the client shall pay Ayvens for the extra kilometres. Ayvens is entitled to charge the client 5% of the net purchase price plus VAT for each 10,000 kilometres by which the agreed total mileage is exceeded. The extra kilometres will be charged regardless of whether the vehicle is sold or not.

27.12.5. The following shall apply if the Individual agreement is not terminated in a timely manner:

27.12.5.1. Ayvens is entitled to all outstanding lease payments up to the calculated end of contract, discounted at the base rate (SNB key interest rate) of the Swiss National Bank plus the imputed residual value (= settlement amount);

27.12.5.2. If the actual end of the individual agreement is after the calculated end of the Individual agreement, the settlement amount is determined by charging interest on the difference between the calculated and the actually charged lease payments at the end of the contract at a percentage defined in the price list, which is then added to the calculation interest rate.

27.12.5.3. If the sales proceeds of the leased vehicle exceed the stated residual value, the client shall receive the excess proceeds. If the sales proceeds of the leased vehicle do not reach the stated residual value, the client shall reimburse Ayvens the difference. Any insurance damages settlements are deducted.

27.12.5.4. An early termination fee will be charged in accordance with the current price list;

27.13. In deviation from Point 27.5, the following also applies to the **“Fleet Management” product**: no cost guarantee applies to the agreed services (including technical service and tyre service) and the actual costs incurred and the costs previously charged to the client will be netted and invoiced. A negative balance will be charged to the client, a positive balance will be refunded by Ayvens.

28. Over- and under mileage

28.1. For the products Full Service Lease and Operating Lease over- and under mileage is settled according to the following principles:

28.1.1. Termination of the Individual agreement at the planned end of the contract

Settlement for over- and under mileage shall be based on the rates agreed in the Individual agreement. Exceeding or falling short of the agreed mileage shall be disregarded up to the exemption limit stated in the Individual agreement. For the sake of clarity, it is noted that if the contractually specified exemption limit is exceeded, only the kilometres that exceed the exemption limit will be charged for. Furthermore, up to a maximum of 10,000 kilometres, any kilometres under the agreed figure will be reimbursed, minus the exemption limit agreed in the Individual agreement.

28.1.2. Early or late termination of the Individual agreement

Ayvens first determines the imputed monthly mileage in kilometres by dividing the mileage specified in the Individual agreement by the number of agreed months of use.

The “imputed monthly mileage” calculated in this way is multiplied by the number of actual months of use to obtain the relevant kilometre

classification (imputed kilometre classification). The settlement rates agreed in the Individual agreement shall apply to the over- and under-mileage resulting from the difference between the imputed kilometre classification and the actual mileage.

Exemption limits:

The exemption limits for the reimbursed mileage shortfall remain fixed regardless of the actual lease period and are not adjusted.

The exemption limits for the invoiced extra kilometres are divided by the number of agreed months of use and multiplied by the number of actual months of use. However, the exemption limit for extra kilometres calculated in this way cannot exceed the agreed exemption limit.

Maximum number of reimbursable mileage shortfall:

In this case, the maximum number of reimbursable mileage shortfall is calculated in proportion to the actual contract duration. To determine this maximum number, the difference between the specified maximum kilometre limit (10,000 km) minus the exemption limit is divided by the contractually agreed lease period. The maximum limit for mileage shortfall calculated in this way is multiplied by the actual contract duration. The result is the maximum number of kilometres reimbursed to the client, which must be below the maximum number (10,000) minus the exemption limit specified in the Individual agreement.

Terms and Conditions for Services

29. General and entitlement to use the services

29.1. The scope and duration of the individual services is specified in the Individual agreement.

29.2. All invoices are to be issued in the name of Ayvens (unless explicitly agreed otherwise).

29.3. If the entitlement to use the services expires, the client is obliged to return the Ayvens service card and will no longer be charged for the services. If the client still obtains services, the corresponding costs will be charged to it.

29.4. Ayvens reserves the right to charge for additional administrative costs in accordance with the current price list for services that have not been contractually agreed but are provided separately or invoiced to Ayvens.

29.5. Only in justified exceptional cases, such as a technical malfunction (non-functioning of the entitlement to receive benefits), can payments made by the user be submitted to Ayvens via a cash expenditure form and reimbursed. However, receipts must be submitted within 6 months of issue at the latest; the vehicle user's travel expenses cannot be processed via cash expenditures.

29.6. Ayvens' obligation to cover costs also expires upon termination of the Individual agreement, unless the order was placed before the Individual agreement expired.

29.7. The client is obliged to ensure that unauthorised third parties cannot use the Ayvens service card. The client is liable for damages caused by unauthorised use of the service by the client, the vehicle user or third parties. The Ayvens service centre must be contacted immediately if the client or vehicle user loses the Ayvens service card. The client must return the Ayvens service card to Ayvens upon termination of the leasing contract.

30. Technical service

30.1. The following services are included in the scope of services:

- 30.1.1. maintenance work prescribed by the manufacturer, including the necessary materials;
- 30.1.2. the repair of damage caused by wear and tear as well as
- 30.1.3. the fees for the vehicle inspection, including exhaust emission testing and brake inspection.
- 30.2. These services are to be provided exclusively by the Preferred Partner Service & Maintenance in the home country and must be approved in advance by Ayvens.
- 30.3. The client has the option of booking an appointment through either “Smart Care” or “Individual Care”.
- 30.3.1. To make an appointment, the client contacts Ayvens. Ayvens selects the garage and books the appointment for the client (= “Smart Care”).
- 30.3.2. The client contacts Ayvens to book a garage appointment or selects the garage from the Ayvens partner directory on the Ayvens website (Preferred Partner Service & Maintenance) and books the appointment directly with the Preferred Partner Service (“Individual Care”).
- 30.4. Service provision by garages outside the Ayvens-authorized Preferred Partner Service & Maintenance network is excluded and, in exceptional cases, requires a separate, written and one-time approval from Ayvens before an appointment can be made. The additional administrative costs incurred will be netted and invoiced in accordance with the current price list.
- 30.5. The following services, among others, are excluded from cost coverage.
- 30.5.1. Costs for fuel and charge, as well as for consumables to be refilled between the services prescribed by the manufacturer (such as engine oils, DPF additives, etc.) and windscreen washer fluid/antifreeze;
- 30.5.2. Costs for washing, cleaning and polishing the vehicle and other vehicle care;
- 30.5.3. Costs for maintenance and repairs to adjustments and special fitting as well as non-factory accessories;
- 30.5.4. Glass breakage;
- 30.5.5. Accidental damage;
- 30.5.6. Damage categorised as an economic or technical total/major loss;
- 30.5.7. Repairs to trim and upholstery repairs
- 30.5.8. Paintwork repairs
- 30.5.9. Damage resulting from not following the operating and maintenance instructions issued by the manufacturer, failure to carry out maintenance and repairs or improper use
- 30.5.10. Consequential damage resulting from the delayed or improper repair of defects
- 30.5.11. In addition, defects that may be covered by a guarantee or warranty are not covered
- 30.5.12. In the case of electric/hybrid vehicles, defects due to reduced charging capacity of the battery or costs for battery disposal are not covered
- 30.5.13. Invoices from garages that have not been authorised by Ayvens or whose amount has not been approved by Ayvens
- 30.6. Ayvens also reserves the right, three months before the calculated end of the Individual agreement, to cover the costs only of those repairs that are absolutely necessary due to legal regulations (e.g. road traffic regulations) or to ensure road safety.

31. Road Assistance

31.1. The Road Assistance helps the client regain mobility in the event of breakdowns and accidents occurring in Switzerland or other European countries, provided the place of the breakdown or accident

is on a road open to motor car traffic or in a car park. The cover extends to those European countries that are named in the driver's manual.

31.2. A breakdown is considered to be any sudden and unforeseeable failure of the vehicle as the consequence of an electronic or mechanical defect, rendering it impossible or illegal to continue to drive vehicle. An accident is considered to be a damage to the vehicle caused by an event impacting on it from the outside.

31.3. If the occurrence is covered from a material or geographic scope by the vehicle manufacturer's mobility guarantee, that mobility guarantee has precedence over the Road Assistance service and the client is not entitled to claim under the Road Assistance service. Ayvens will refer the client to the corresponding service provider in accordance with the manufacturer's mobility guarantee.

31.4. If the client is affected by an accident or breakdown, it must immediately call the Ayvens Service Centre. Services will only be provided if Ayvens Service Centre is informed without delay of the damage. The Ayvens Service Centre will try to restore the vehicle's roadworthiness by providing assistance over the telephone.

31.5. If a breakdown is concerned and if it is impossible to remedy this with assistance over the telephone, a mechanic will then be sent to the breakdown location and endeavour to restore the client's mobility on the spot, however the mechanic does not take carry spare parts with him. The client or its authorised representative is obliged to be present until the breakdown is repaired.

31.6. If the mechanic does not manage to repair the breakdown and if it has occurred in Switzerland or the Principality of Liechtenstein, the vehicle will be transported to a garage authorised by Ayvens or, if the nearest one is more than 100 km away from the breakdown location, to the nearest brand-name garage.

31.7. If the vehicle has suffered an accident or damage through vandalism in Switzerland, it will be transported to the nearest garage authorised by Ayvens or, if that is more than 100 km away from the accident location, to the nearest brand-name garage. No road assistance is provided for vehicles that have suffered accidents; they are just towed or transported away.

31.8. If the breakdown or accident occurs outside of Switzerland (with the exception of the Principality of Liechtenstein), the vehicle will be transported to the nearest brand garage. If the breakdown or accident location is less than 100 km away from the Swiss border, the vehicle will be transported to the nearest garage authorised by Ayvens or to a closer brand-name garage in Switzerland or the Principality of Liechtenstein.

31.9. If spare parts are not obtainable locally outside of Switzerland, the Road Assistance will, as far as possible, organise their immediate delivery. The client, however, has no right to claim compensation on account of the non-delivery of the spare parts. If the spare parts are not included in the scope of the service claimed by the client, then the client will be required to pay these costs plus any client charges that may be levied. The client is, moreover, responsible for a correct import.

31.10. If the vehicle is unable to move on account of damage to a technical system or an accident or if it has left the road and if it is not possible to tow it away without the assistance of special vehicles, the Ayvens Service Centre will organise recovery and assume the costs up to a maximum of CHF 2000.-.

31.11. If the vehicle cannot be repaired the same day following a breakdown or accident and if it remains unroadworthy, the client or user and the other occupants of the vehicle together may claim reimbursement of their travel costs of up to CHF 60.- (in total for the user and occupants) from the breakdown or accident location to the nearest form of public transport or, at the client's choice, to the nearest car-rental company or hotel. The costs will only be assumed if a receipt

is submitted, and provided they cannot be charged to an insurance held by the client or a liable third party or directly to a third party. In addition, the client is entitled to one of the services described below, unless and to the extent these are provided or assumed by an insurance or a liable third party. The service to be provided in each specific case will be determined by the Ayvens Service Centre together with the client taking into consideration the specific circumstances and the objectively most appropriate and most favourable procedure. The services cannot be cumulated.

31.12. The Ayvens Service Centre organises a replacement vehicle and pays the costs for it for the duration of the repair up to a maximum of seven days in order to ensure mobility. As far as possible, a replacement vehicle of the same category as the client's vehicle will be provided. All vehicles organised by Ayvens have third party liability and fully comprehensive insurance with current value supplement. If the client desires any additional forms of insurance cover (for example passenger insurance), it must organise this itself. Not included in the costs assumed are those for fuel, the use of motorways, the risks of accidents and theft and other insurance costs. The client undertakes to comply with the contractual provisions of the company providing the vehicle ("rental terms and conditions") and to hold Ayvens or the service providers contracted by Ayvens harmless against any claims arising from the breach of these provisions. The impossibility of organising a replacement vehicle does not give the client the right to claim any form of damages and it must take one of the services described below.

31.13. Ayvens refunds the client and other vehicle occupants the costs of a first-class ticket for public transport. If the breakdown or accident location is abroad and if travel by rail using the fastest timetabled connection takes more than eight hours, the cost of a ticket for flying economy class will be assumed.

31.14. If the distance between the breakdown or accident location and the client's registered office is less than 50 km and if the return journey with a means of public transport is impossible on account of the timetable or the lack of availability of the replacement vehicle on the day on which the breakdown or accident occurred, the costs of travel by taxi for the client and the other vehicle occupants to the client's registered office will be refunded. This sum will only be refunded on submission of a receipt up to a maximum of CHF 300.- (being the total for the driver and the occupants).

31.15. If the distance between the breakdown or accident location and the client's registered office is more than 50 km and if further travel is not possible on the same day or if the client waits for a repair to be completed in agreement with the Ayvens Service Centre, Ayvens will organise and, on submission of a receipt, pay for up to a maximum of four overnight stays in a three-star hotel to be determined by the Ayvens Service Centre.

31.16. In addition the client has the right to claim the refund of the travel expenses to the garage in which the vehicle has been repaired and can be collected again in a roadworthy condition. Ayvens will assume the costs for a ticket for travelling first class by public transport or for flying economy class if the garage is situated abroad and the travel time using the fastest timetabled train connection is longer than eight hours.

31.17. The services are limited to a cap of CHF 800.- for events of damage lost & theft in Switzerland or the Principality of Liechtenstein. For events of damage lost & theft abroad, the costs assumed or refunded are limited to a cap of CHF 1200.-. These costs are only assumed for as long as the vehicle is unroadworthy. Costs in excess of this amount are to be borne by the client.

31.18. If the repair work abroad takes longer than three days, Ayvens will arrange, once per event of damage lost & theft, to have the defective or damaged vehicle brought back from abroad to the garage authorised by Ayvens. The return transportation is only carried out with Ayvens' prior consent and provided the costs thereof do not exceed the current value of the vehicle after the event giving rise to the damage. If, in the opinion of Ayvens, the vehicle has suffered a total loss, it will be scrapped abroad and Article 25 of the GTCs shall apply.

31.19. Whether in Switzerland or abroad, the vehicle will be kept in a secure place until repaired or collected, for which the costs will be assumed up to a maximum of CHF 100.- per event of damage. Costs exceeding this amount are to be borne by the client.

32. Tyre Service

32.1. Ayvens assumes the costs of the initial purchase of winter tyres and the replacement of summer and winter tyres due to wear and tear as soon as the legal minimum tread depth is reached. Ayvens also assumes the costs of mounting and valves, as well as tyre pressure monitoring systems (TPMS).

32.2. Ayvens covers the seasonal storage of summer and winter tyres, as well as the costs of tyre disposal.

32.3. The number and dimensions of the tyres and wheel rims provided and the specification of premium or value tyres are set out in the Individual agreement. Ayvens selects the tyre brand. Other tyres, of other brands or sizes, that are also officially approved, may only be fitted with the prior consent of Ayvens and if the client covers the additional costs.

32.4. Ayvens provides the client with a list of Preferred Partner Tyres. The assumption of costs applies exclusively to the Preferred Partner Tyre outlets.

32.5. In the case of tyre or wheel rim purchases outside the Preferred Partner Tyre network and tyres or wheel rims that differ from the dimensions or type specified in the quotation, the resulting cost difference will be passed on to the client or the monthly costs for selected products and services will be adjusted accordingly.

32.6. In addition, Ayvens will charge the client for any additional administrative expenses in accordance with the current price list, unless such a purchase was initiated by Ayvens itself.

32.7. The tyre service does not cover the replacement of tyres due to damage caused by accidents, breakdowns or vandalism, nails driven into them, carcass damage or if the tyres are excessively stressed as a result of use not in accordance with the contract (e.g. as a result of participating in motor sports events).

32.8. Ayvens reserves the right, three months before the planned end of an Individual agreement, to cover only those purchases that are absolutely necessary due to legal regulations (e.g. road traffic regulations) or to ensure road safety. Ayvens reserves the right to release only tyres from the value segment from this point on.

32.9. When an Individual agreement ends, the set of tyres (with wheel rims) not mounted on the vehicle and still owned by Ayvens must be returned to Ayvens.

33. Replacement Vehicle Service

33.1. The Replacement Vehicle Service may only be taken out with the Road Assistance Service.

33.2. The Replacement Vehicle Service includes the provision of a rental vehicle free of charge.

33.3. Unless otherwise specified in the Individual agreement and provided that the rental vehicle can be used in the event of a defined incident, it shall be provided to the client for the following maximum periods per incident:

- 33.3.1. in the event of maintenance work in accordance with the Technical Service at an authorised preferred partner network garage, up to three calendar days;
- 33.3.2. in the event of an accident or technical defect at an authorised preferred partner network garage, up to seven calendar days per incident;
- 33.3.3. in the event of theft, up to 30 calendar days;
- 33.3.4. in the event of a total loss, up to 14 calendar days.
- 33.4. The days are calculated from the time the rental vehicle is made available.
- 33.5. The terms and conditions of the respective car rental company apply to the provision of the rental vehicle. Ayvens does not warrant that the rental vehicle will be of the same make, model or category as the leased vehicle.
- 33.6. The client is obliged to comply with the rental conditions and shall indemnify and hold Ayvens harmless against all claims arising from the violation of these provisions.
- 33.7. The client is responsible for taking out fully comprehensive insurance or passenger insurance for the rental vehicle for the entire period of use of the rental vehicle.

34. Fuel and Charging Card Service

- 34.1. The client can purchase fuel / electrical charging and vehicle-specific ancillary services from Ayvens' cooperation partners (oil companies, charging infrastructure operators, etc.).
- 34.2. Ayvens is commissioned by the client to take over the necessary administrative activities for this, such as orders, blocking, payment of invoices, termination of subscription authorisations (e.g. fuel cards, charging cards, various application software). Ayvens is entitled to charge for the additional administrative work involved (PIN changes, replacement cards, etc.) in accordance with the current price list.
- 34.3. The GTCs and terms of use of the respective cooperation partner are deemed to have been agreed between Ayvens and the client. Ayvens does not accept any liability for the availability and quality of the services or products obtained in this way.
- 34.4. Ayvens is entitled to block the fuel/charging card in the event of default in payment by the client.
- 34.5. The client must also ensure that the fuel/charging card is only used during the contractually agreed period and only in accordance with its contractual purpose, and that any loss is reported immediately. The client shall indemnify and hold Ayvens harmless for any amounts not received by the client.
- 34.6. Ayvens is entitled to prescribe a payment on account for each individual entitlement and to adjust this according to actual consumption. The expenses incurred in the past billing period are compared with the client's monthly payments on account (less the fuel/charging card fee) and settled by credit or debit. No interest is paid.
- 34.7. The client shall ensure that the current mileage status is recorded by the vehicle user after each refuelling/charging process. Correct data entry is a prerequisite for Ayvens to be able to create proper statistics.
- 34.8. Ayvens shall charge the client the amounts settled directly between the cooperation partner and Ayvens for the use of the fuel/charging card, plus any other costs incurred.
- 34.9. In the event of termination of the Individual agreement, Ayvens shall receive all fuel/loading cards back.

35. Damage handling

- 35.1. As part of this service, Ayvens coordinates the damage claim settlement with the preferred partner for damage repair in Switzerland and the claim management with the insurance company.
- 35.2. In order to make an appointment with a damage repair garage, the client either contacts Ayvens, who then books the appointment for them, or they book the appointment with a Preferred Partner for damage repair themselves (see Ayvens website for details). In individual, verifiably approved and one-time exceptional cases, damage repair garage outside the Ayvens Preferred Partner for damage repair network may be used. Such an exceptional approval in individual cases has no binding effect on future cases and entitles Ayvens to charge for the additional administrative work incurred in accordance with the current price list.
- 35.3. If Ayvens approves the repair, the collision damage insurance or the third party liability insurance will be settled directly. In the event of alleged third-party negligence, Ayvens advances all damage-related repair costs for the vehicle, including any expert costs, for a maximum of 60 calendar days. Costs not covered by the insurance or a third party will be passed on to the client. The client must assist Ayvens with all necessary steps and provide the necessary explanations to enable the claims against the insurance companies to be enforced. The client will indemnify and hold Ayvens harmless for all costs and damages resulting from a breach of the obligations of this point. Ayvens is entitled to any compensation for damages, including compensation for the depreciation in value of an opponent in an accident or their insurance company.
- 35.4. Ayvens will not provide damage handling for garages that have not been authorised by Ayvens.
- 35.5. Ayvens is entitled, in consultation with the client, to commission an expert to assess the damage and to pass on the costs incurred to the client.
- 35.6. The damage handling fee for this service can be charged at a flat rate or per event of damage lost & theft, depending on the agreement, in accordance with the current price list. If liability and comprehensive insurance is arranged through Ayvens, claim handling is provided free of charge.

36. Insurance Service

- 36.1. The client has the choice of whether
- 36.1.1. Ayvens takes out motor vehicle insurance for the vehicle used by the client in its own name and for its own account, or
- 36.1.2. Ayvens arranges partner insurance for the client.
- 36.2. Ayvens takes over the collection of the respective insurance company and forwards it to the respective insurer and takes over the damage handling without a damage handling fee.
- 36.3. The respective tariff and insurance conditions of the insurer are provided to the client upon request.
- 36.4. In the case of Point 36.1.1, the provisions of the insurance contract between the insurance company and Ayvens also apply between Ayvens and the client.
- 36.5. In the event of conflicting information on Ayvens' documents, only the general terms and conditions and policies of the respective insurance company apply.
- 36.6. The client is required to pay the respective insurance premiums. The client's payment obligation therefore changes entirely with the amount of the insurance premium, including taxes and duties of the respective insurance.
- 36.7. The beginning and end of the insurance coverage are determined exclusively by the respective insurance contract.

36.8. If the insurance tariff or the taxes for insurance and statutory levies change, the insurance premiums will be adjusted accordingly. This also applies to necessary changes in classification due to negative or positive claims development, insofar as the insurer requests this.

36.9. The insurance contract ends for the vehicle in question in accordance with the cancellation conditions of the respective insurance.

36.10. The insurance settlement shall be made after the termination of the Individual agreement in accordance with the relevant insurance terms and conditions.