

# Terms of contract

## § 1 Driving authorization

The following are authorized to use the rental vehicles:

The renter who has completed and signed the rental agreement, is 21 years old and has held a category B driver's license for at least three years. The driver's license must be permanent. The renter undertakes to use the rented vehicle exclusively for his own use. Any driving by third parties is strictly prohibited. He may not use it to transport persons or goods for a fee and may not sublet the rented vehicle. Dangerous goods may not be transported.

## § 2 Vehicle condition

The renter acknowledges that the rental vehicle is in good external and operational condition and is free from obvious damage. He undertakes to check the rental vehicle for any defects before the journey and to record these in the contract. The Hirer shall be liable for any damage that is discovered after the journey and not recorded in writing before the journey or that is not attributable to normal wear and tear. Damage to the rental vehicle that is discovered subsequently can also be invoiced retrospectively if the condition at the time of handover has not changed.

## § 3 Return

The Hirer undertakes to return the rental vehicle to the rental location at the contractually agreed time in perfect condition, with all documents and accessories, cleaned (cleaning with high-pressure cleaners is prohibited). The vehicle is handed over with a full tank of fuel and must be returned by the renter with a full tank. If the agreed return date is exceeded, a surcharge of CHF 1,000 will be charged. If the Hirer does not return the rental vehicle at the agreed time, it will be collected by the Rental Firm at the Hirer's expense.

## § 4 Use

The rental vehicle must be maintained and serviced in accordance with the instructions of the Rental Firm. The control instruments must be observed at all times while driving. The vehicle must be driven carefully and prudently. Off-road driving and racing are prohibited. The rental vehicles are equipped with a tracking system and may only be driven in Switzerland. Any costs arising from failure to comply with these regulations shall be borne by the renter. No vehicle parts may be attached or removed. In the event of damage to seals or markings on the speedometer drive, the renter irrevocably undertakes to pay CHF 1,000.

## § 5 Repairs

Breakdowns, repairs and maintenance work may only be carried out after consultation with the lessor. If the Hirer has this work carried out by a third party, he shall bear the costs himself. Fuel, cleaning, towing and replacement vehicle costs cannot be claimed by the Hirer. Repairs carried out by third parties at the request of the Rental Firm will be reimbursed on presentation of the receipts and the replaced parts. The Rental Firm is not liable for costs and consequential damage incurred by the Hirer as a result of accidents or breakdowns.

## § 6 Cases of damage

Accidents, injuries, deaths, fire, theft and other cases of damage must be reported to the Rental Firm immediately. In the event of self-inflicted damage, the excess of CHF 1,500 shall be borne by the Hirer. In the event of damage, an official accident report must always be completed and signed by a neutral witness. The tenant is obliged to support the landlord and the insurance company in legal investigations and proceedings. The tenant may not make any admission of guilt.

## § 7 Insurance

The rental vehicle is covered by third party liability and fully comprehensive insurance. Accident insurance for the driver and co-driver must be taken out privately. The Rental Firm accepts no liability whatsoever if the Hirer breaches the applicable road traffic regulations. The same applies to damage caused by carelessness or negligence on the part of the driver. The Rental Firm is in no way liable for goods transported in the rented vehicle. Insurance against damage or loss of the transported goods is the responsibility of the Hirer.

## § 8 Liability

The renter is responsible for all consequences resulting from violations of the Road Traffic Act or other legal regulations in connection with the rented vehicle. In such cases, the lessee is liable to the lessor for all fees, costs and damages resulting from official measures and the defense against these measures. The Rental Firm has the right to disclose the Hirer and the driver to the relevant authorities on request.

In the event of traffic violations committed either by the Hirer himself or by a person authorized by him during the use of the vehicle, the Rental Firm shall be entitled to charge a lump-sum expense allowance of CHF 50.

In the event of accidents and damage caused by the Hirer as a result of breaches of contract, the Hirer shall be liable to the Rental Firm for all costs of repairing the rented vehicle, consequential damage and loss of rental income. The Rental Firm accepts no liability for damage caused by the Hirer. Verbal agreements are invalid. The lessee has no right of ownership to the rental vehicle. Rental requests can be rejected without giving reasons. Swiss law applies. The place of jurisdiction is Zug.

## § 9 General Terms and Conditions

By completing the booking and making payment, you agree to our General Terms and Conditions (GTC).