

ev 4 all

A decorative graphic element consisting of a thin horizontal line that dips into a V-shape in the center. The V-shape is outlined with a double-line border, the inner one being green and the outer one black.

General Terms and Conditions (GTC)

Rental

ev4all AG

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(hereinafter referred to as, “ev4all” or “lessor”)

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1. Parties

- 1.1. The lessor is ev4all SA with registered seat in Murten (hereinafter referred to as the “lessor” or “ev4all”). The lessee is the respective natural person or legal entity entered in the rental agreement who rents a vehicle of the lessor.

2. Conclusion of contract

- 2.1. The reservation/booking of the requested vehicle group, which the lessee carries out, is a binding offer within the meaning of Art. 3 ff. of the Swiss Code of Obligations to conclude a vehicle rental contract. The contract is binding once it has been confirmed by the lessor to the lessee (conclusion of the contract).
- 2.2. The content of the contract is legally confirmed and legally binding on both parties when the lessor signs the text of the same upon taking possession of the vehicle. By signing, the lessee declares that he/she is aware of the text of said contract as well as these general terms and conditions which shall be available for inspection at the rental station, has understood and expressly consents to the same.
- 2.3. The lessor reserves the right to offer a higher vehicle category if the booked vehicle category is no longer available or to refuse the lessee's reservation/booking. If, as an exception, the lessee has booked a specific vehicle model, ev4all does not warrant its availability even after confirmation of booking. If a guaranteed vehicle model is not available, ev4all is entitled to withdraw from the contract unilaterally without having to provide compensation.

3. Rebooking/cancellation by the lessee

3.1. After conclusion of the contract, the lessee may cancel the contract or change the booking at all times free of charge until the agreed start time (i.e. when possession of the vehicle will be taken; "rental start").

3.2. **Reservation transfer request**

In principle, the lessee is not entitled to change the originally booked vehicle category after the conclusion of the contract. However, he/she can send ev4all a written request to change the reservation, which will be considered if possible.

3.3. **Postponement of the rental term**

Up to 30 days before the start of the rental period, the lessee may postpone the agreed rental period by a maximum of one year without additional costs. The same provisions apply to the new rental period as to the original rental period. Any further postponement of the rental period is excluded.

3.4. **Termination of the rental agreement**

Up to 30 days before the start of the rental period, the hirer may withdraw from the contract at any time and without charge.

1. Without ev4all membership

For lessee who are not members of ev4all, the following charges will be applied in case of cancellation less than 30 days before the start of the rental period:

- CHF 120.- in case of cancellation up to 7 days before the start of the rental period
- 25% of the total rental price in case of cancellation up to 3 days before the start of the rental period

- 50% of the total rental price in case of cancellation up to 24 hours before the start of the rental period
- 100% of the total rental price in case of cancellation less than 24 hours before the start of the rental period

2. *With ev4all Membership*

For lessee who are members of ev4all, cancellation less than 30 days before the start of the rental period is possible under the following conditions:

- *Premium Membership*
Free cancellation up to 24 hours before the rental period, then 100% of the total price.
- *Standard Membership*
Free cancellation up to 3 days before the rental period, 50% of the total price in case of cancellation up to 24 hours before the start of the rental period, then 100% of the total rental price.
- *Basic Membership*
Free cancellation up to 7 days before the rental, 25% of the total price in case of cancellation up to 3 days before, 50% of the total price 24 hours before, then 100% of the total price of the rental.

- 3.5. Changes, postponements, or cancellations of the rental must be communicated to ev4all with written proof (preferably by e-mail). The date on which ev4all receives the e-mail is decisive for the deadline.

4. Failure to collect the vehicle

- 4.1. If, for any reason whatsoever, the lessee fails to take possession of the vehicle within one hour of the time and date agreed, ev4all is no longer bound to the reservation.

- 4.2. The lessee agrees to pay the lessor a no-show fee of CHF 120.- for each vehicle not collected. The no-show fee will be deducted from any rent already paid. The assertion of further damages is expressly reserved.

5. Lessee/driver requirements

- 5.1. The lessee/driver must have been in possession of a valid driving licence.
- 5.2. In the case of a driving licence issued in an EU country, a valid passport for at least three months after the end of the rental period is also required.
- 5.3. In the case of a driving licence issued in a non-EU country, a passport valid for at least three months after the end of the rental period and an international driving licence are required.
- 5.4. Should the lessee not or no longer satisfy one of these prerequisites in this §5 at the time the contract is concluded or the rental starts, the lessor is entitled to cancel the contract and refuse to hand over the vehicle. This applies in particular also in the event that the lessee has provided false information (e.g. with regard to age) when making the reservation/booking. The lessor reserves the right in all cases to deduct damages for expenses already incurred from any rent already paid (§4).
- 5.5. The vehicle may only be driven by the lessee. If one or several additional drivers were agreed when the reservation/booking was made, then they must also satisfy the prerequisites according to §5. Should the additional driver(s) not or no longer satisfy one of these prerequisites in this §5, they will not be permitted to drive the vehicle. The rental relationship shall not otherwise be affected thereby. In this case, the lessee is neither entitled to cancel the contract nor request a refund of any additional driver fees paid to the lessor.

6. Vehicle collection/rental start

- 6.1. Vehicles may be normally collected and rentals started only during the opening times of the relevant rental station. On request, a handover of the vehicle can be arranged outside opening hours.
- 6.2. The lessee shall submit the following documents when collecting the vehicle:
 - a) Copy/scan of a valid driving licence
 - b) Copy/scan of a valid passport (if the driving licence was not issued in Switzerland, refer to fig. 5.2 and 5.3)
 - c) Copy/scan of the international driving licence (if the driving licence was not issued in Switzerland or in the EU area, in accordance with fig. 5.3)
- 6.3. The lessee is obliged to present the following documents in original when picking up the vehicle:
 - a) A valid driving licence or, if applicable, an international driving licence (refer fig. 5);
 - b) A valid means of payment in accordance with fig. 9 (if payment not made)

If any of these documents is not provided at the time the vehicle is to be collected, the lessor is entitled to refuse to have over possession. In this case the lessor reserves the right to indemnify itself for its incurred expenses from the rent already paid (§4)

- 6.4. If the lessee collects the vehicle at a time later than agreed, no refund will be issued for that rental period not used.
- 6.5. The vehicles are handed over to the lessee in a safe and roadworthy condition. At the beginning of the rental period, the lessee must ensure that the mileage and the

state of charge of the vehicle as indicated by the lessor are correct, that accidents and other damage are fully and correctly recorded on the handover report or on the rental agreement and that there are no other defects (in particular the absence of the vehicle registration document, accident reports, green card, breakdown kit, cables) and must inform the lessor immediately on the spot of any discrepancies. In the absence of such notification, the vehicle shall in any case be deemed to have been duly handed over.

7. Deposit

- 7.1. The lessee is obliged to pay a deposit before the start of the rental period to secure all claims of ev4all arising from or in connection with the rental agreement. The amount of the deposit is CHF 2,500.- for lessee over the age of 24 and CHF 3,500.- for younger lessees.
- 7.2. ev4all has the right to withhold some or all of the deposit to cover any claims resulting from or in relation to the Rental Agreement. If there are no costs to be covered, then the deposit is returned in full to the Renter after they have returned the rental vehicle.
- 7.3. ev4all is not obliged to keep the deposit separate from its assets. There is no interest on the deposit. ev4all is entitled to request payment of a deposit even after the rental period has begun.

8. Rent price

- 8.1. The rental price is based on the tariff in force at the time of the conclusion of the contract, including other costs and expenses. The lessee confirms by signing the rental agreement that he/she has taken note of these rates, fees and costs. The lessee expressly agrees with these (including the mileage limit, costs for extras such

as additional accessories, parking costs for the own car, costs for the delivery and collection service, foreign costs, etc.).

- 8.2. All charging costs shall be borne by the lessee. If the vehicle is not returned with the battery at least 50% charged, a flat-rate recharging fee of CHF 50.- will be charged (see fig. 17.5).
- 8.3. If the lessee leaves the Vehicle at a Tesla Supercharger station, a blocking fee will be incurred after completing the charging process. This fee will be charged to the lessee or deducted from the Deposit.
- 8.4. The vehicle must be returned in a clean condition. If the vehicle has to be cleaned on return, a cleaning fee of CHF 100.- will be charged to the lessee or deducted from the security deposit (§17.6).
- 8.5. The place of pick-up and drop-off of the vehicle is ev4all AG in Murten, in the canton of Fribourg, Switzerland. If another location is agreed upon in the rental agreement, this shall be deemed to be the pick-up and drop-off location. If the rental vehicle is picked up or returned at a location other than that agreed upon, the lessee must pay a fee.

9. Payment terms and factures électroniques

9.1. Method of Payment

Payment is processed by e-banking and/or via an online payment platform. Vouchers issued by ev4all for a rental service can be redeemed at the time of booking.

9.2. **Payment term**

The rental price and the deposit are due at the time of booking. ev4all is entitled to refuse to hand over the vehicle if the lessee has not paid the rental price, the deposit and all other fees and costs for the entire rental period in full at the beginning of the rental period. ev4all is furthermore entitled to withdraw from the contract without being obliged to pay damages.

9.3. **Authorisation to charge the payment method**

By forming this agreement the lessee irrevocably authorises ev4all and its authorised collection agents to debit all hire car costs and all other charges for ev4all (especially also of fines, charges, administration fees and other costs resulting from violations of traffic regulations by the lessee that are charged to the lessor or bodies of the same (§13.2 and §13.3) as well as any damage compensation claims in accordance with fig. 15 below) from the means of payment designated by the lessee at the time of formation of the rental agreement, presented subsequently or designated in addition.

The hire and the deposit must be secured at the time of handing over the vehicle and, in the case of long-term hire, monthly in advance, by an authorisation from the bank executing the payment. If the authorisation is not granted, ev4all may refuse to hand over the vehicle. If the vehicle has already been handed over and the authorisation for the following month is not granted, the lessee is in default. In this case, ev4all is entitled to terminate the rental without notice after unsuccessfully setting a single payment deadline.

9.4. **Electronic invoice**

The lessee agrees that he/she will not receive a paper invoice and that the lessee will instead send him/her an electronic invoice that complies with legal requirements to the e-mail address provided.

The lessee is responsible for the fact that electronic invoices can be sent to him or, if agreed, be collected by him in electronic form. The lessee is responsible for any failure of the receiving equipment or any other circumstances preventing access. An invoice shall be deemed to have been received upon receipt by the lessee. If the lessor only sends a notice and the lessee is able to collect the invoice himself or the lessor makes the invoice available for collection, the invoice is deemed to have been received when it has been collected by the lessee. The lessee shall be obliged to consult the invoices made available at reasonable intervals.

9.5. If the lessee fails to pay the invoice sent to him/her within the specified period, a reminder fee of CHF 40.- will be charged for each reminder. The lessee is also responsible for all other costs associated with the collection of ev4all's claims against the lessee.

9.6. The lessee waives the right to set off his obligations from the rental amount against all claims and demands to which he is entitled against ev4all, now or in the future. ev4all, on the other hand, is entitled to set off its own claims against those of the lessee.

10. Usage of the vehicle

10.1. The lessee is obliged to: (i) drive and handle the vehicle with care and comply with the operating instructions given by the manufacturer or the lessor; (ii) lock the vehicle when not in use, in particular the windows, roof openings, and bonnet ; (iii) use the vehicle only in the approved countries and in accordance with the

legal provisions; (iv) use the vehicle only for legally permissible purposes; and (v) interrupt the journey if a defect occurs in the vehicle as soon as possible without causing further hazard and with immediate notification to the lessor.

10.2. The lessee and any additional drivers may use the hire car exclusively for the agreed purpose, among other things, only for private use as a means of transport for himself and any passengers with their luggage.

10.3. **Restrictions on use**

It is forbidden to use the vehicle (i) for races, skidding courses, driving courses, or the like or to give driving lessons; (ii) to tow, push, or pull over vehicles or other objects; (iii) if false personal data such as age, name, address, etc. has been provided; (iv) under the influence of alcohol, drugs, medications, and stimulants; (v) in an overloaded or non-roadworthy state; (vi) to cross waterways of any kind (especially in the case of 4x4 vehicles); (vii) for commercial use, in particular for the transport of persons or goods for remuneration or rental to third parties; or (viii) to transport flammable, explosive, toxic, or hazardous substances.

10.4. Smoking in the vehicle is strictly prohibited. Any damage resulting from smoking in the vehicle must be borne entirely by the lessee.

10.5. Animals in vehicles are only allowed with appropriate protection (box, cover, etc.). Any damage resulting from the presence of animals in the vehicle must be borne entirely by the lessee.

10.6. **Care**

The lessee undertakes to react appropriately to warnings and error messages from

the vehicle, to check the tyre pressure and profile regularly and to take the necessary measures.

10.7. Repairs

Any repairs to the vehicle during the rental period must be reported to ev4all.

10.8. The lessee is thus given appropriate instructions as to who, how and where the respective repairs are to be carried out. The costs resulting from a repair that has not been carried out by contacting ev4all are to be borne by the lessee. All cases in which the lessee is responsible for the costs, e.g. in accordance with fig. 15.6, shall be borne by him.

11. Limitation on lessor liability

The lessor and its agents hereby waive, to the extent permitted by law, any liability to the lessee and any approved additional drivers for any and all personal or property damage, including any indirect damages, missed profits, damages resulting from defects, damages due to delay or the unusability of the vehicle, missed connections, missed opportunities for business deals, etc.

12. Lessee duty of care and notification

12.1. In the event of an accident, theft, fire, or damages due to wild animals or other damages to the vehicle, the lessee must inform the lessor immediately and do everything possible such as may be necessary and useful to clarify the situation and minimise the damages. In particular, the lessee must notify and involve the police in case of each accident immediately. This shall also apply to slight damage and accidents caused by single-vehicle incidents. If the police refuse to file a report for the accident, the lessee must notify the lessor immediately and supply proof of the

same. The lessee is not permitted to recognise or satisfy a claim in full or in part unless such refusal would be obviously grossly unreasonable according to the circumstances.

- 12.2. If the lessee is in breach of the obligations undertaken in §12.1, he/she is fully liable for any damage caused and all limitations on liability or insurance cover is forfeited. The lessee herewith authorises the lessor to view the police report or that of any other authorities in case of a loss.

13. Traffic violations

- 13.1. The lessee is obliged to observe all traffic regulations and to keep informed of any special traffic rules applicable in the country where the vehicle is collected and any countries through which the vehicle will be driven during the rental period.
- 13.2. The lessee is solely responsible for all infringements of the law caused while operating the rental vehicle including while an additional driver was at the wheel until such time as the vehicle has been returned. If claims are asserted against the lessor for such infringements, ev4all is entitled to charge the lessee for any fines, fees, or other costs thus incurred.
- 13.3. As the legal owner of the rental vehicle, the lessor is required by law to pass on the personal data of the driver or lessor to the proper authorities. The lessee agrees to pay the lessor a fee of CHF 40.- for each report for its administrative costs thus incurred.

14. Travel to foreign countries and entry restrictions

The lessee must comply with any given special instructions or conditions given upon collection such as may concern customs, customs declaration duties and/or conduct when crossing the border or with regard to the place of return. If it is not possible for the lessee to follow said instructions for any reason, he/she must inform the lessor immediately. Should the lessee be in breach of these provisions, he/she shall compensate the lessor for the damages thus caused, in particular any customs duties, import duties, and fines.

15. Lessee's liability

15.1. Liability of the lessee towards the lessor

Regardless of fault, the lessee is liable to the lessor for any and all damage, deterioration, or loss/theft incurred with the rental vehicle. The lessee is particularly liable for the conduct of any additional drivers or others called to assist. Their conduct shall be considered the lessee's who shall be fully liable to the landlord for any resulting damages. Multiple lessees for a single rental contract have joint and several liability.

15.2. Scope of liability

The lessee shall be liable for the actual damage (e.g. minimum value of the vehicle, or repair costs, transport, deductible, and loss of bonus), plus the cost of an appraiser's professional opinion, and a flat processing fee of CHF 150.- per incident. If the lessee loses or damages the charging cable for electric vehicles, the lessee must refund ev4all the costs of procuring a replacement cable and also pay an administrative fee in accordance with the above paragraph regarding the replacement of lost or damaged goods. ev4all is free to claim further damages. The lessor is entitled to have the cause, scope, and detailed listing of the damages

determined by an expert it appoints, the costs of which shall be borne by the lessee. The lessee declares that the expert's findings shall be binding as the basis for calculating the amount of damages to be settled as stipulated in Art. 189 of the Swiss Code of Civil Procedure.

15.3. If the vehicle is not usable by the lessor as a result of such damages, it may charge the lessee for the loss of use for the duration of the repairs at the daily rate used for the rental contract with the lessee. In case of total loss, the lessor may charge the lessee 10 days rent for loss of use.

15.4. In the case of loss of or damage to the vehicle charging cable, the lessee must compensate the lessor for the cost of replacing the cable and a flat-rate replacement fee in accordance with the following paragraph. ev4all is free to claim further damages.

15.5. For minor damage to the rims (light and superficial scratches), a flat rate of CHF 500.- will be charged to the lessee. More extensive damage (deeper scratches) will be charged to the lessee at a flat rate of CHF 1,000.-.

16. Substitute vehicle

16.1. In principle, ev4all does not guarantee a substitute vehicle. However, ev4all can submit an offer for a substitute vehicle to the lessee.

17. Return of the vehicle

17.1. The lessee undertakes to return the vehicle in accordance with the details recorded in the rental agreement with respect to location, date and time of return. If the lessee returns the vehicle prematurely i.e. before the end of the rental period then

this shall not result in premature termination of the rental agreement. There shall be no reduction in the agreed rental price in the event of premature vehicle return or delayed collection.

- 17.2. The lessee is obliged to return the vehicle to an agreed rental station for return to a competent employee for return. The rental period ends with the confirmation by the lessor that he has received the vehicle and the key (registration). If the lessee returns the vehicle exceptionally outside the opening hours of the rental station or leaves the rental station before the vehicle has been checked in, the lessee remains responsible for the vehicle until it has been checked in by ev4all.
- 17.3. If the lessee fails to return the vehicle or the vehicle key to the lessor at the end of the agreed rental period, even without fault on the part of the lessee, the lessor shall be entitled to demand compensation for the duration of the failure to return the vehicle or the vehicle key in an amount at least equal to the previously agreed rental price and/or to charge the lessee a lump sum of CHF 500.- for obtaining a new key. In addition, the lessee shall be obliged to pay a lump sum of CHF 40.- as compensation for the associated processing costs, unless the lessee can prove that the lessor has incurred less costs and/or damage. The right to claim further damages is not excluded.
- 17.4. The lessee must return the vehicle as well as any extras in a condition that corresponds to the contractual use. In the case of damage, excessive wear or dirt on the vehicle the customer must provide compensation for such.
- 17.5. The vehicle battery must be at least 50% charged when returned. If the battery is between 20% and 50%, a flat fee will be charged in accordance with fig. 8.2. If the battery is below 20%, there is a risk of deep discharge and ev4all can therefore

charge the lessee a flat fee of CHF 1,000. The claim for further damage, i.e. the purchase of a new battery, is not excluded.

- 17.6. The vehicle must be returned in a perfectly clean condition, both inside and out. If subsequent cleaning is necessary, the charges set out in accordance with fig. 8.4 shall apply.
- 17.7. If the number of kilometres originally booked is exceeded at the time of return of the vehicle, the lessee will be charged for the additional kilometres travelled according to the rates shown on the ev4all website
- 17.8. During the use of the vehicle, data of the lessee may be stored in the vehicle. If the lessee wishes to prevent this data from being retrieved from the vehicle after its return, he/she must ensure that it is deleted before the vehicle is returned. The lessor has the right, but not the obligation, to delete the above-mentioned data.
- 17.9. As a rule, the lessor will draw up a condition report upon return of the vehicle, which must be signed by both parties. If the vehicle is returned outside of office hours or if, for other reasons, no protocol is drawn up in connection with the return of the vehicle, ev4all is entitled to unilaterally ascertain any damage, excessive wear and tear or soiling and to report this to the lessee within 3 working days of the return of the vehicle. In the absence of such notification, the vehicle is deemed to have been returned in good condition, subject to the express reservation of hidden defects.
- 17.10. After termination of the rental agreement or after the agreed rental period has been exceeded, the lessor is entitled to take possession of the vehicle at any time. The lessor may collect the vehicle at the expense of the lessee and charge for any additional use of the leasing agreement. This also applies to long-term leases if the

lessee is more than 10 days in arrears with the agreed payments or if it is foreseeable that he/she will no longer be able to fulfil the obligations of the lease contract.

17.11. The rental agreement shall end at the agreed time, day and place. In agreement with the lessor, the contract may be extended if the lessee so requests at least three days before the expiry of the agreed rental period. Otherwise, the lessee shall not be entitled to an extension of the rental agreement. In the absence of an agreement to the contrary between the two parties, the same conditions shall apply to the extended rental period as to the originally agreed rental period or the conditions adapted to the rental period. The extension may only be made in writing to the lessor's office and only by the lessee himself.

17.12. In the case of a long-term rental (rental period longer than 56 days), the lessee is obliged to return the vehicle when the mileage specified in the rental agreement is reached, at the latest on the last day as specified in the rental agreement. The payment of the hire and/or the deposit shall be made in accordance with fig. 9.3.

18. Data protection

18.1. All data collected by ev4all in relation to the Renter or other people involved in the rental process will be processed in accordance with the Swiss Federal Data Protection Act and the EU General Data Protection Regulation (GDPR), to the extent to which they may be applicable.

18.2. ev4all is expressly authorised by the lessee to process, in addition to his/her general personal data, all other data contained in his/her driving licence, identification document (passport/ID) (including photos), communication data (including e-mail address), financial data (e.g. credit card data) and all other categories of personal

data in accordance with the data protection provisions on the ev4all website. The lessee has the right to revoke the above consent at any time. The lawfulness of the processing based on the consent until revocation remains valid until further notice.

- 18.3. The e-mail address will only be used by ev4all to offer the lessee similar goods or services. The lessee can object to this use of his e-mail address at any time without incurring any costs other than the transmission costs according to the basic rates.
- 18.4. The name, address and rental data as well as all other information known to the lessor about the lessee shall be passed on to the relevant authorities in the event of justified requests from the authorities (e.g. in the event of traffic violations), in the event of an asserted violation of third party rights (e.g. in the event of property problems), to such third parties.
- 18.5. The lessee acknowledges that the vehicle is permanently connected to the Internet and that the location and other data of the vehicle are recorded.

19. Applicable law and place of jurisdiction

- 19.1. Swiss law shall apply exclusively to the rental agreement under the exclusion of international private law.
- 19.2. The place of jurisdiction for all disputes arising from this contract shall be Murten, Switzerland. However, the lessor is entitled to seek redress in any other competent court

20. Severability; language

- 20.1. If any provision in this contract or these terms is null or void, it shall not affect the validity of the other provisions. Possible invalid provisions or provisions which have become invalid are to be replaced when applying the contract by those which shall come closest to satisfying the intended aim of the invalid provisions.
- 20.2. The German text of the contract shall be decisive.
- 20.3. ev4all reserves the right to make changes to these terms and conditions at any time. Any changes or additions to these terms and conditions will become part of the contract if the lessee does not object to the changed terms and conditions within 30 days of becoming aware of them. These will be available on the ev4all.ch website.

Murten, 12 July 2021