

General

Terms and Conditions

Clyde Deal

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Clyde.

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1. Scope

These Terms and Conditions apply to the contractual relationship between Clyde Mobility AG (hereinafter 'Clyde'), Alte Steinhäuserstrasse 12, 6330 Cham, Switzerland, and the customers of the Clyde Deal (hereinafter 'the Customer').

The Terms and Conditions shall apply in their currently valid version. Clyde reserves the right to amend these Terms and Conditions at any time and without stating a reason. Amendments and the currently valid Terms and Conditions can be viewed by all customers on the Clyde website. Clyde shall notify the Customer of upcoming changes in good time. Amendments to these Terms and Conditions become part of the contract if the Customer does not expressly object to the amended Terms and Conditions within fourteen (14) days of notification of the amendment. If the Customer rejects the amended Terms and Conditions, Clyde reserves the right to terminate the contractual relationship without notice.

These Terms and Conditions contain references to the catalogue of fees. This forms an integral part of the contract between Clyde and the Customer. The current version of the catalogue of fees applies; this can be viewed at <https://clyde.ch/en/catalogue-of-fees>. Clyde is entitled, at any time and at its own discretion, to adjust, expand or add new fees to the catalogue of fees. Adjustments, amendments or additions to the catalogue of fees shall take effect immediately upon their publication on the Clyde website, even if no notice is provided to the Customer. Adjustments, amendments or additions to the catalogue of fees shall not entitle the Customer to terminate the contract.

2. Eligibility for the conclusion of the rental contract, use of the vehicle

- 2.1. Anyone who has reached the age of 20, has a valid driving licence in Switzerland or Liechtenstein and has a fixed residential address (domicile) in Switzerland or Liechtenstein or their company's registered office in Switzerland or Liechtenstein is entitled to conclude a contract. Clyde does not conclude a contract with a company that has its registered office outside Switzerland or Liechtenstein. Furthermore, the most frequent driver of the vehicle must have a fixed residential address (domicile) in Switzerland or Liechtenstein. Pool vehicles may also be driven by persons who reside outside Switzerland and Liechtenstein. A pool vehicle is always given if no most frequent driver is listed on the vehicle registration document but the vehicle is registered with a location address of a company with its registered office in Switzerland or Liechtenstein.
- 2.2. Clyde reserves the right to contact the legal entity before entering into a contract with it in order to confirm the right of representation of the company employee.
- 2.3. The Customer shall be responsible for ensuring that the vehicle is only driven by persons who, at the time of use of the vehicle, hold a driving licence that is recognised and valid in Switzerland. If the Customer is a natural person, he or she must have a driving licence that is recognised and valid in Switzerland throughout the entire term of the contract.
- 2.4. In the case of pool vehicles, the Customer must sign a transfer of liability form for the driving licence check prior to delivery of the vehicle. In this form, the Customer confirms that he or she is liable for drivers for all car subscription contracts with Clyde from the time of vehicle handover and, in particular, that he or she accepts responsibility for ensuring that the drivers have a valid driving licence for the relevant vehicle category, which is recognised in Switzerland, when they are using the vehicle. The Customer shall also ensure that the drivers are of the minimum age required by Clyde and that they comply with Clyde's Terms and Conditions. To ensure that there

is no delay in the delivery of the vehicle to the Customer, it is important that the Customer promptly returns the transfer of liability declaration to Clyde.

- 2.5. The Customer may provide the vehicle to a third party either free of charge or via car sharing, and corporate customers may provide it to their employees, provided that they also meet the requirements and obligations set out in these Terms and Conditions. A single journey may be carried out by a third party as long as this person is 18 years old and has a driving licence that is valid in Switzerland or Liechtenstein. It is not necessary to be resident in Switzerland or Liechtenstein. In all cases, the Customer is liable as for his or her own conduct. At Clyde's request, the Customer must provide the personal details (name, date of birth, address, phone number, email address, driving licence) of the additional drivers.
- 2.6. The use of the vehicle for driving lessons, as a taxi, at motor sport events, on skid pan training courses (with the exception of the WAB course), for towing or moving other vehicles, or for journeys that require an official permit is not permitted.
- 2.7. The right to drive covers trips in Switzerland and the Principality of Liechtenstein as well as in Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Lithuania, Luxembourg, Malta, Macedonia, Montenegro, the Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Turkey, the United Kingdom of Great Britain and Northern Ireland.
- 2.8. Persons residing outside Switzerland may only drive the vehicle in Switzerland.
- 2.9. In the case of a Clyde Deal, Clyde cannot guarantee that the configuration of the vehicle as delivered will correspond exactly to that of the booked vehicle. Clyde therefore reserves the right to deliver to the Customer a vehicle whose actual configuration differs slightly from the booked vehicle in terms of colour and features, and the Customer acknowledges and agrees that the actual configuration of the delivered vehicle may deviate slightly from the booked vehicle in terms of colour and features. Deviations of this nature do not entitle the Customer to terminate the contract.

3. Contract term, replacement of vehicle

3.1. Contract term

The Customer and Clyde agree on a fixed term. The term begins on the day the vehicle is handed over to the Customer. Depending on vehicle availability, the Customer has several options to choose from for the term at the time of booking as specified on the website.

The subscription ends automatically at the end of the fixed term. The subscription cannot be extended or terminated prematurely with notice. The right to terminate the contract prematurely as specified in Section 14 or another contractual provision between the Customer and Clyde remains unaffected. Returning the vehicle before the last day of a subscription period does not result in premature termination of the contract.

4. Subscription fee and other payment obligations, conclusion of the contract

4.1. Subscription fee and payment deadlines

The contract between Clyde and the Customer shall be concluded upon the timely payment of the first subscription instalment.

The subscription fee for the first subscription month must be paid within five (5) working days of the order confirmation. Unless agreed otherwise, payment is due within ten (10) working days of the invoice date for all subsequent invoices.

Depending on the result of the credit check, Clyde reserves the right to agree different payment deadlines in consultation with the Customer.

The vehicle shall be reserved for the Customer for a period of five (5) days for the payment of the first subscription fee. If Clyde does not receive payment within this period, the vehicle may be released and the order cancelled.

Clyde has the right to withdraw from the contract within five (5) working days of the conclusion of the contract (i.e. upon receipt of the first subscription instalment by Clyde) if the vehicle ordered by the Customer is no longer available. In the event of such withdrawal, the Customer shall be refunded the subscription instalment(s) already paid; the Customer shall not be entitled to assert any other claims whatsoever against Clyde.

If the Customer withdraws from the contract before payment of the first monthly instalment, or if the Customer fails to pay the instalment within the specified period, the Customer will incur a reservation and administrative fee as specified in the catalogue of fees.

If the Customer withdraws from the contract following payment of the first monthly instalment and before the vehicle handover, the Customer will incur a cancellation fee as specified in the catalogue of fees.

The monthly subscription fee includes:

1. Use of the vehicle during the contract term within the scope of the free monthly kilometres selected in the agreed service package (see Section 4.2)
2. Summer and winter tyres, including their changing and storage
3. Motorway vignette(s) in Switzerland for the contract term
4. All registration fees, vehicle taxes and charges
5. Insurance cover as specified in Section 11
6. All servicing, maintenance and repairs, provided that these have not been caused by use of the vehicle by the Customer in violation of the contract

All other costs associated with operating and maintaining the vehicle shall be paid by the Customer. This applies in particular to costs for fuel consumption, cleaning costs during the contract period or with regard to the return of the vehicle, toll fees for roads in other countries, etc.

4.2. **Mileage packages**

If the free kilometres included in the chosen package are exceeded by the Customer, the additional kilometres shall be charged to the Customer at the end of the subscription period. For each additional kilometre driven, Clyde shall charge the amount shown in the catalogue of fees, which is available on the Clyde website. The odometer reading when the vehicle is returned is decisive for this calculation.

Any unused kilometres are carried over to the following month during the subscription period, but there shall be no reimbursement. It is not possible to transfer the unused kilometres to a new subscription or vehicle.

4.3. **Late payment**

The following applies to all invoices during the contract term: If no payment has been received five (5) working days after the due date, the Customer shall receive a free payment reminder with an additional payment deadline of ten (10) working days.

If the above payment period also expires, the Customer receives a first notice of late payment, which incurs a cost. If there is no response to this notice of late payment within the payment period of five (5) working days, the Customer receives a second notice of late payment with the threat of termination of the contract and a further payment period of five (5) working days. If this demand is also not met, the Customer shall receive notice of termination of the contract and a request to return the vehicle and pay any outstanding invoices. In this case, Clyde is entitled to assert claims for damages and expressly reserves the right to do so.

4.4. **Additional fees**

The additional payments owed for Clyde's operational costs and additional costs include the additional fees mentioned in the catalogue of fees, which is available on the Clyde website.

4.5. **Miscellaneous**

All liable payments in connection with the rental contract are in CHF and include statutory VAT. If the rate of VAT changes, the monthly subscription fee and the other fees set out in these GTC shall be adapted accordingly. The same rule applies to all other newly introduced or raised public fees that are relevant to the contractual relationship.

By concluding the contract or accepting these GTC, the Customer authorises Clyde to charge the credit card specified by the Customer for all subscription fees and all other liabilities of the Customer in connection with the subscription contract (such as repair costs, administrative fees, unpaid fines, additional fees/remunerations in accordance with these GTC)

5. **Ownership, vehicle owner**

- 5.1. The vehicle remains the property of the owner throughout the contract term, whether that be Clyde or a lessor from whom Clyde has leased the vehicle. Rights in rem or a right of retention of the vehicle on the part of the Customer for the purpose of asserting claims against Clyde are excluded.

- 5.2. The vehicle owner is Clyde or another company specified by and associated with Clyde. The Customer is listed as the driver. If the Customer is a legal entity, a company employee is entered as the most frequent driver or, in the case of pool vehicles, a location address is entered.
- 5.3. Clyde is entitled to
- View the vehicle and check its condition in consultation with the Customer
- Enter a ban against a change of owner in the vehicle's documentation
- 5.4. The Customer must keep the vehicle free of the rights of third parties. They may not sell, rent or pledge it, or transfer it by way of gift or security.

6. Vehicle handover

- 6.1. Clyde shall fill up the vehicle with fuel before handover. In the case of home delivery, the fuel costs for transport from the Clyde vehicle warehouse to the Customer shall be borne by the Customer. The vehicle is cleaned before delivery to the Customer. During transport to the Customer or afterwards, no new cleaning shall take place, meaning that dirt caused by the delivery journey cannot be ruled out.
- 6.2. The vehicle is handed over to the driver who is registered at the time of booking. The driver must be present in person at the handover and present their driving licence.
- 6.3. If the Customer does not appear on the agreed handover date without prior notice, Clyde reserves the right to charge an administrative fee of CHF 180.
- 6.4. In the case of serious defects or discrepancies between the vehicle ordered and that delivered, the Customer should refuse to accept the vehicle. A handover protocol to be signed by both parties is issued at the handover. The Customer must inspect the vehicle at the handover and note any defects on the handover protocol.
- 6.5. If the Customer claims that a defect or damage already existed at the point of handover of the vehicle, they carry the burden of proof for this.

7. General obligations of the Customer

- 7.1. **Compliance with laws and regulations**
The Customer must fulfil all legal obligations arising out of the operation and maintenance of the vehicle. They must observe all road rules in Switzerland and abroad.
- When driving abroad, the Customer must carry all necessary documents and additional safety equipment, such as high-visibility vests, in the vehicle.
- 7.2. **Compliance with operational and servicing instructions**
The Customer must ensure that the vehicle is maintained and serviced in accordance with the manufacturer's instructions for operation and servicing. The vehicle must always be kept in an operational and roadworthy condition. The transportation of flammable, explosive, poisonous or otherwise dangerous substances is prohibited.

7.3. Licence plates

The Customer may only drive the vehicle on public roads with the number plates affixed by Clyde. Changing the number plates or attaching them to other vehicles is not permitted.

7.4. Fuel

The Customer must observe the provisions applicable to the vehicle regarding a) the fuels to be used (e.g. petrol, diesel, gas, electricity or other substances), b) lubricants such as motor oil, or c) consumables such as AdBlue. Any damage caused by incorrect refuelling or incorrect addition of lubricants and/or operating materials shall be borne by the Customer.

7.5. Cleanliness of the vehicle, smoking ban

The Customer is responsible for ensuring that nobody smokes in the vehicle and that the vehicle is kept clean.

7.6. Fittings, installations, labelling

Fittings, installations and labelling of the vehicle are at the Customer's discretion, provided that the value of the vehicle is not compromised and these are justifiable for ethical reasons (particularly in the case of labelling). At Clyde's discretion, installations and labels may pass into Clyde's ownership without entitlement to reimbursement or compensation, or the Customer shall be required to have them removed at their own expense to restore the vehicle to its original condition.

7.7. Anti-theft protection

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

7.8. Monetary penalties, fines and third-party claims

Fines, monetary penalties, compensation for expenses and other claims by third parties for violations of traffic regulations and legal infringements committed or for which the Customer (or another driver to whom the Customer has entrusted the vehicle) is responsible, as well as associated costs, must be borne by the Customer. The Customer shall indemnify Clyde as the vehicle owner for any such claims without delay.

7.9. Change of domicile

The Customer must inform Clyde in good time of any planned change of domicile. This obligation also applies in the event of a change of domicile within a canton or within a municipality. The Customer shall take all steps required by Clyde to have the change of address entered in the vehicle registration document and, if necessary, to change the license plates. If the Customer intends to relocate their domicile abroad, both Clyde and the Customer shall be entitled to terminate this contract as of the date of the relocation. In this case, Clyde is entitled to assert claims for damages and expressly reserves the right to do so.

7.10. Customer's cooperation and information obligations

Insofar as this is necessary or, in Clyde's opinion, useful for the execution of the contract or compliance with statutory provisions, the Customer shall provide Clyde with all necessary information, e.g. information about other users of the vehicle, in particular if they have committed a traffic regulation violation or another legal violation, information about the threat of seizure of the vehicle by an authority, etc. The Customer shall promptly notify Clyde of any change in his/her driving entitlement (e.g. revocation of driving licence or discontinuation of a vehicle category) and of any loss of driving licence or licence plates. Insofar as this is necessary for the execution of the contract or compliance with statutory provisions, or if a violation of traffic rules or

legal provisions is alleged, Clyde shall also be entitled to forward information and personal data received and made available by the Customer (including of other users of the vehicle) to authorities and private claimants.

The loss of keys or other vehicle accessories must be reported to Clyde without delay.

8. Service / Wear

- 8.1. The Customer must take care when using the vehicle and regularly check the levels of oil and water as well as the tyre pressure. The vehicle may only be driven in a safe condition that is in accordance with legal requirements.
- 8.2. The Customer shall take the vehicle to be serviced as soon as a service indicator is activated in the vehicle.
- 8.3. Servicing and maintenance work on the vehicle must be carried out exclusively by the authorised service partners of the manufacturer's brand. The associated costs are borne by Clyde. Invoices from other providers shall not be paid by Clyde except in the case of breakdowns occurring abroad. Customers are prohibited from carrying out or arranging for repairs or technical modifications on their own initiative.
- 8.4. In the event of the work listed below on the vehicle lasting more than two hours, Clyde shall offer the Customer a replacement vehicle for the duration of the work so that the Customer does not experience any loss of vehicle due to work in the workshop: warranty work, service and inspection, as well as repair work necessary due to no fault of the Customer. There is no entitlement to replacement mobility for work lasting less than 2 hours or in case of tyre change.

9. Tyres

- 9.1. At handover of the vehicle, Clyde shall ensure that the vehicle has the correct tyres. Clyde decides on the size, make, brand and material of the respective tyres at its own discretion.
- 9.2. Clyde shall inform the Customer in good time about a required change of winter or summer tyres as a result of seasonal conditions. The Customer shall agree the exact time of the tyre change directly with the tyre partners authorised by Clyde. The removed tyres must be stored at the tyre partner. The tyre partners authorised by Clyde can be viewed at any time at www.amag-import.ch/de/partner/partnersuche.html.
- 9.3. The seasonal change and storage of winter and summer tyres is free of charge for the Customer. There is no entitlement to replacement mobility during the period of the change.

10. Breakdowns and damage claims

- 10.1. In the event of a breakdown, the Customer shall inform the roadside assistance service responsible for the vehicle (make of vehicle). The current contact information for the relevant roadside assistance service can be found on the Clyde website (<https://clyde.ch/en/breakdown>).

- 10.2. In the case of an event such as accident, theft, fire, damage caused by collision with a wild animal or any other damage, and in the case that a claim is asserted by a third party, the Customer must inform the police immediately and ensure that a police report is issued. This also applies in the case of at-fault accidents not involving third parties.
- 10.3. In the event of damage of any kind, the Customer must notify Clyde immediately, but at the latest within two (2) working days, using Clyde's damage and accident notification form (schaden@clyde.ch). The Customer must complete the Clyde claim and accident notification form – available on the Clyde website – fully and truthfully. If claims reports are received late, or if the Customer is responsible for delays in the claims process, Clyde reserves the right to charge an appropriate processing fee. In addition, Clyde reserves the right to assert claims against the Customer for financial losses or damages caused directly or indirectly by a delay for which the Customer is responsible or a lack of duty to cooperate.
- 10.4. Recognition of third-party claims is not permitted. The Customer must follow the instructions of Clyde and/or the insurer with regard to repairing the damage.
- 10.5. Vehicle damage (including minor damage such as slight damage to paintwork that can be polished up or the replacement of small components screwed or stuck on to the vehicle), where not covered by comprehensive insurance or falling within the deductible of the comprehensive coverage, as well as the full deductible in the case of damage caused by collision shall be borne by the Customer.
- 10.6. In the case of total loss (write-off) or theft of the vehicle, Clyde has the right to terminate the contract without notice.
- 10.7. In the event of tyre puncture/damage and rim damage, the Customer must bear all costs incurred in connection with the damage event (in the case of rim damage only up to the amount of the deductible selected for the comprehensive insurance). Costs incurred may, for example, include: replacement of the damaged tyre, additional tyre replacement if necessary (in case of different tyre brands/tyre profiles on one axle), rim repair/replacement, general repair costs, possible axle geometry measurement, etc.

11. Insurances

- 11.1. For the term of the contract, the vehicle has:

1. Third-party motor liability insurance
2. Comprehensive insurance in the event of a collision
3. Partial comprehensive insurance
4. Gross negligence protection (waiver of the statutory right of recourse or reduction)

The costs of the insurance are included in the price. With the exception of comprehensive insurance (collision), the deductible for the Customer is CHF 0. The Customer may limit his or her liability under comprehensive insurance to a deductible. The amount of the deductible must be selected during the online booking process and is calculated according to the rates displayed during the booking process. It is not possible to adjust the deductible during the term of the contract, or it may only be possible to do so when switching to another vehicle.

The following deductibles apply to pool vehicles:

1. Motor vehicle liability insurance: CHF 1,000
2. Comprehensive insurance in the event of a collision: CHF 1,500
3. Partial comprehensive cover: CHF 0

No insurance cover is provided if

1. The driver caused the insured event while intoxicated or unfit to drive, under the influence of drugs or under medication abuse;
2. The theft is attributable to a grossly negligent act or omission (specifically, failure to lock the vehicle, leaving the ignition key inserted, failure to activate an existing theft alarm system or immobiliser, etc.);
3. The insured event is attributable to speeding.

Protection against parking damage and extended glass cover are only available and only covered by the subscription fee if the Customer selects the corresponding insurance package ("Insurance Plus") when making the booking. In this case, the insurance cover includes the following benefits:

The insurance cover is extended to include damage caused by unknown persons to the parked vehicle. Two (2) claims per calendar year are covered. The excess for related damage is CHF 0 and the insured amount is unlimited.

Extended glass cover:

Glass breakage on the front and rear windscreens, side windows and sunroof are all covered as standard with partially comprehensive cover. The extended cover also covers any parts of the vehicle that are made of glass, Plexiglas or similar hard materials (e.g. headlights, auxiliary headlights, fog lights, indicators, reflectors, reversing lights, rear-view mirrors and number plate lights). The excess for these types of claims is CHF 0.

The extended protection options must be specified when the subscription is booked and cannot be changed during the subscription period.

- 11.2. In addition to the contract, the relevant General Terms and Conditions as listed below by Allianz Suisse Insurance Company Ltd in their currently valid version shall apply, the provisions of which shall take precedence over these regulations in the event of a conflict. The Customer undertakes to comply with the provisions of the General Terms and Conditions listed below as well as the Supplementary Conditions as if they themselves were the policyholder.

General Terms and Conditions for Vehicle Insurance (Edition 01.2015)
 General Terms and Conditions B1 Assistance (Edition 01.2017)
 General Terms and Conditions E Gross Negligence (Edition 01.2014)
 General Terms and Conditions C Liability Insurance (Edition 01.2012)
 General Terms and Conditions G Comprehensive Insurance (Edition 01.2012)
 Supplementary Terms and Conditions – Extended Glass Cover (Edition 01.2016)
 Supplementary Terms and Conditions – Damage to Own Vehicles (Edition 01.2012)

12. Data Protection & Vehicle Telemetry

The responsible and legally compliant handling of data is important to Clyde. Clyde collects, stores and processes data required for the fulfilment of legal requirements, the provision, management and further development of the service, the security of operations and infrastructure, the execution of the contract, the handling and maintenance of the relationship with the Customer and invoicing.

In addition to the data protection provisions, which are also a component of the contract, the Customer expressly agrees to Clyde being informed electronically on an ongoing basis about the telemetric data of the vehicle and driving behaviour. This applies in particular to the following data/categories of data:

1. General vehicle data (mileage, fuel level, battery status, vehicle model, mass and weight, etc.)
2. Vehicle error messages (engine faults, DTC codes, etc.)
3. Vehicle data (GPS position of the vehicle, driving behaviour of the Customer or the person driving the vehicle such as speed deviations, sharp curves, abrupt acceleration and braking)
4. Trip data (information on trips made such as start and end points, trip length, time travelled, etc.)
5. Information on telemetry hardware from autoSense Ltd (IMEI, serial number, hardware version, signal strength, etc.) or other third-party providers of vehicle telemetry solutions

For this purpose, Clyde attaches a hardware adaptor to the vehicle that allows the corresponding data to be read. This adaptor must not be removed, nor must any changes be made to the telemetry measurement that would interfere with the reading of data.

The Customer acknowledges and agrees that Clyde may at any time take precautions and measures (e.g. to ensure grid stability) that may influence the charging behaviour of electrically and partial electrically powered vehicles (BEV, HEV, PHEV, FCEV, etc.).

The Customer acknowledges and expressly agrees to the collection, storage and processing of personal data and other data about the Customer and the vehicle connected to the service by Clyde and any third parties involved for the aforementioned purposes or in connection with them.

13. Limitation of Clyde's liability

- 13.1. Clyde shall only incur liability for any losses arising for the Customer out of or in relation to the contract in the event of wilful misconduct or gross negligence.
- 13.2. Restriction of the use of the vehicle as a result of servicing or repairs shall not entitle the Customer to a reduction of the subscription fee or other compensation.

14. Early termination for cause without notice

- 14.1. Both parties are entitled to terminate the contract for cause without notice at any time.
- 14.2. Cause in this context refers to any breach of an essential contractual provision.
- 14.3. Examples of breaches of essential contractual provisions by the Customer include in particular:
 1. Payment default of more than 30 days
 2. Filing for private bankruptcy or insolvency
 3. Serious breach of traffic regulations and driving in an unfit state
 4. Revocation of their driving licence
 5. Use of the vehicle not in accordance with the contract
 6. Removal of the adapter recording telemetric data
 7. Breach of special obligations of the Customer

8. Failure to cooperate in case of damage
9. Breach of money laundering regulations or other statutory regulations that could entail a risk to Clyde's reputation

15. Return of the vehicle

- 15.1. At the end of the contract term or in the event of premature termination of the contract, the vehicle must be returned by the Customer with a full tank and in an undamaged, clean, roadworthy condition corresponding to its age and mileage, along with all keys and corresponding components and documents. Clyde and the Customer shall agree on a date and time for the return of the vehicle. Clyde collects the vehicle directly from the Customer on a date agreed with the Customer.
- 15.2. If the Customer does not appear at the agreed return time and place without prior notice, Clyde reserves the right to charge an administrative fee in accordance with the catalogue of fees.
- 15.3. On return, a return protocol on the condition of the vehicle shall be issued in the presence of the Customer or their representative, recording the return of the vehicle including associated components and documents as well as any obviously identifiable damage. When checking the damage upon return, only obvious damage is documented. A detailed damage check shall be carried out by an expert after the vehicle is returned and an official damage report will be prepared, which can also include damage not discovered at the time of return and/or not recorded on the return report. Clyde shall charge for damages in accordance with the official damage report. Should the Customer not be present in person at the return, the return protocol shall be deemed accepted without the Customer's signature.
- 15.4. The Customer is liable for all missing vehicle items, such as keys, etc., as well as for any required repair and servicing work and any additional costs that have been caused by use of the vehicle contrary to the contract by the Customer or persons for whom they are responsible according to this contract.
- 15.5. Signs of normal wear such as small stone chips, or scratches around the tank cap, door handles and boot lid handles, do not count as damage caused by the Customer. The details of what counts as usual signs of use are to be found in the catalogue of damages.
- 15.6. If the Customer does not return the vehicle to the agreed location on the agreed date, Clyde is entitled, after one unsuccessful reminder, to have the vehicle collected from the Customer at the Customer's expense, without requiring a judicial order to this effect or a deposit. Clyde and authorised third parties are entitled to enter the plot of land or building belonging to the Customer where the rental vehicle is located for the purpose of retrieving the vehicle.

16. Final provisions

- 16.1. Subject to changes to these General Terms and Conditions in accordance with Section 1, amendments or additions to the contract as well as legal declarations of intent, such as terminations or notifications of defects, must be made in writing, i.e. sent by letter or email, in order to be effective.

- 16.2. In the case of contradictions between the contract and the enclosures, the provisions of the contract take precedence.
- 16.3. Any General Terms and Conditions on the part of the Customer have no validity, even if they are not expressly refuted in individual cases.
- 16.4. The Customer may only transfer rights and obligations under this contract to third parties with the written consent of Clyde. Clyde may transfer the contract to third parties without the consent of the Customer.
- 16.5. Should any provisions of these GTC be or become invalid in part or whole, or should they contain a loophole, the validity of the remaining provisions is not affected. In place of the invalid provision, a valid provision shall be deemed agreed that comes closest to the intention of the invalid provision.
- 16.6. If the male form is used in this document or in any other documents belonging to the contract in order to simplify the language, this is always considered to include the female form.

17. Applicable law, place of jurisdiction

- 17.1. This contract, including its appendices, is subject to Swiss substantive law.
- 17.2. The place of jurisdiction for all disputes arising from this contract is Cham (canton of Zug). However, Clyde reserves the right to take legal action at the registered office of the Customer. Cases in which the law of civil procedure prescribes a different place of jurisdiction are excluded from the clause assigning jurisdiction.

18. No verbal ancillary agreements

No verbal collateral agreements exist.