

General Business Terms and Conditions of Edel & Stark AG, Olten

1. Parties

The Lessor is Edel & Stark AG with its commercial residence in Olten (hereafter, "Lessor"). The Lessee is the natural or juridical person who is respectively specified in the Leasing Agreement who leases one of the Lessor's vehicles.

2. Conclusion of the Contractual Agreement and Rates

2.1 The reservation/booking of the requested group of vehicles which the Lessee makes shall be considered to be a binding offer in accordance with Art. 4 ff. of the Swiss Law of Obligations. The contractual agreement shall be considered to have been concluded when the Lessor makes confirmation to the Lessee (conclusion of the contractual agreement). The right is reserved to make payment in full of the leasing fee for the entire leasing period before the leasing period begins.

2.2 The Lessor reserves the right to offer another vehicle category if the booked vehicle category is no longer available.

2.3 Applicable Rates

The rates shall be communicated to the Lessee in advance or disclosed at the beginning of the leasing period. By concluding the contractual agreement beforehand, the Lessee confirms that he has been made aware of the rates and these General Business Terms and Conditions that are applicable to the contractual agreement that has been concluded between him and the Lessor.

3. Lessee's Obligations

3.1 Usage restrictions:

It is forbidden to use the vehicle:

- 3.1.1. For racing, drag-racing, driving classes or the like as well as for use as driving school vehicles;
- 3.1.2. As a pulling vehicle, towing vehicle or for pushing other vehicles;
- 3.1.3. While providing false personal information such as age, name, address, etc.;
- 3.1.4. While being under the influence of alcohol, drugs, medications or stimulants;
- 3.1.5. If the vehicle is in a condition which is overloaded or unsuitable for transportation purposes;
- 3.1.6. For travelling through river beds or the like (particularly in cases of vehicles with 4x4 drive);
- 3.1.7. For commercial usage, particularly for the fee-based transport of persons or goods and for sub-leasing;
- 3.1.8. For the transport of flammable, explosive, poisonous or dangerous substances.

3.2. Maintenance

The Lessee shall be obliged to drive the vehicle carefully as well as to check the oil and water levels as well as the tyre pressure upon a regular basis.

3.3. Repairs

Whenever possible, repairs shall be done during the leasing period by the Lessor and its licensed partner repair garages. The repair work shall be covered by the insurance policy. Exceptions shall be those cases in which the Lessee, for example in accordance with Clause 15. ff of these General Business Terms and Conditions, must pay the costs.

4. Rebooking/Cancellation

4.1. Vehicle Leasing Fee

When making a reservation, a down payment of at least thirty per cent (30%) of the leasing price must immediately be made. Only when the payment has been received shall the reservation and/or booking be considered to be binding. Forty-eight (48) hours before the leasing period begins, one hundred per cent (100%) of the leasing fee shall become payable. After the contractual agreement is concluded, the Lessee may withdraw from the contractual agreement and/or make a rebooking up to a maximum of five (5) days before the agreed date that the leasing period begins (when the Lessee takes possession of the leased vehicle and then the leasing period subsequently begins). The thirty per cent (30%) down payment shall be retained by the Lessor and the Lessee may not demand its return. After this timeframe, one hundred per cent (100%) of the leasing price shall be owed. The withdrawal from the contractual agreement must be announced to Edel & Stark AG, Hübelistrasse 28, CH-4600 Olten, tel.: +41 (0)62 295 15 15, e-mail: schweiz@edelstark.com in writing or by e-mail five (5) working days before the leasing period begins. The point in time shall be prevailing when the e-mail is received by the Lessor. A rebooking is possible only if the vehicle category requested by the Lessee is available.

4.2. Tour

When making a reservation, a down payment of at least thirty per cent (30%) of the price must be made. Only then when the payment has been made shall the reservation and/or booking be considered to be binding. After the contractual agreement has been concluded, the Lessee may withdraw from the contractual agreement and/or make a rebooking upon a free-of-charge basis up to a maximum of fourteen (14) days – during the off-peak season – and/or up to a maximum of twenty-one (21) days – during the peak season – before the agreed date that the leasing period begins (when the Lessee takes possession of the vehicle and then the leasing period subsequently begins). The thirty per cent (30%) down payment shall be retained by the Lessor and the Lessee may not demand its return. After this timeframe, the following terms and conditions shall be valid;

Days Before the Leasing Period Begins	Per Cent	Peak Season	Off-Peak Season
Three (3) to seven (7)	Fifty (50)		Off-peak season
Seven (7) to ten (10)	Fifty (50)	Peak season	
Beginning of the leasing period to three (3)	Hundred (100)		Off-peak season
Beginning of the leasing period to seven (7)	Hundred (100)	Peak season	

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5. Failure to Take Possession of the Vehicle

If the Lessee, regardless of the reasons for this, fails to take possession of the vehicle on the agreed date from the Lessor or fails to begin his trip, the Lessee shall, without further ado, be obliged to immediately pay the Lessor, for each vehicle of which he fails to take possession, a lump-sum cancellation fee of CHF 500 in addition to the leasing fee.

The lump-sum cancellation fee shall be charged in addition to the leasing fee owed in accordance with Clause 4.

6. Requirement Pertaining to the Character of the Lessee/Additional Drivers

6.1. The Lessor reserves the right, independent of the requirements specified below, to refuse to make or to make a leasing without being required to state reasons for so doing.

6.2. Valid driver's licenses issued in non-EU countries shall equate to a Swiss driver's license if

a.) No visa is entered in the passport which must be presented;

b.) The Lessee has a visa in the passport which must be presented and has not yet been in Europe for longer than 6 months at the point in time that the Lessee takes possession of the vehicle;

6.3. For driver's licenses whose written lettering cannot be read in Switzerland, an international driver's license is also required.

6.4. If the Lessee does not fulfil, or no longer fulfils, all of the requirements specified in Clause 6 when concluding the contractual agreement or when the leasing period begins, the Lessor shall be entitled, without further ado, to withdraw from the contractual agreement and to refuse to surrender the vehicle. This shall also be valid particularly in the event that the Lessee has provided false information (e.g. regarding his age) when making the reservation/booking. In any case, the Lessor reserves the right to avail itself of the leasing fee that has already been paid in order to obtain reimbursement for the expenditures which it has incurred (cf. also Clause 4).

6.5. The vehicle may be driven only by the Lessee. If, when the reservation/booking is made, one or more additional drivers have been agreed, they must also fulfil these requirements that are specified in Clause 6. If the additional driver or the additional drivers no longer fulfil all of these requirements that are specified in Clause 6, none of these additional drivers shall be entitled to drive the leased vehicle. The leasing relationship shall otherwise remain unaffected by this. In this case, the Lessee shall be entitled neither to withdraw from the contractual agreement nor to demand that the Lessor repay the supplemental amount that was paid for the additional driver or the additional drivers.

6.6. Without being required to state reasons for so doing, the Lessor reserves the right to refuse to surrender the vehicle, particularly if doubt exists about the driving ability of the driver and/or the Lessee. A failure to surrender the vehicle shall be handled in accordance with Clause 5.

7. Surrendering the Vehicle/Beginning of the Leasing Period

7.1. When making a reservation, the Lessee shall be obliged to make a down payment of thirty per cent (30%) of the leasing fee.

7.2. When confirming the booking of the vehicle, the Lessee shall be obliged to submit the following documents in copy form to the Lessor and, when taking possession of the vehicle, to present such documents in their original form.

a.) A valid driver's license and, if need be, an international driver's license (cf. Clause 6);

b.) Two valid credit cards which cover the leasing price in accordance with Sub-Clause 10.1;

c.) A passport which is valid for at least three months beyond the end of the leasing relationship or a Swiss ID card or a personal ID card from an EU country.

7.3. In order to lease one of the vehicles being offered, an approval amount shall be requested in advance (the amount shall lie in the Lessor's discretion) and, where applicable, shall be blocked on the credit cards.

If all of these documents are not presented when the Lessee takes possession of the vehicle, the Lessor shall be entitled, without further ado, to refuse to surrender the vehicle. In this case, the Lessor reserves the right to avail itself of the leasing fee that has already been paid in order to obtain reimbursement for the expenditures which it has incurred (Clause 4).

7.4. If the Lessee should only then pick up the leased vehicle after the agreed point in time and the Lessor has approved this action in writing, only the proportional leasing fee for the timeframe it is used shall be owed.

7.5. Vehicles shall be surrendered to the Lessee in an operationally-safe condition and with a full tank of petrol. At the time that the leasing period begins, the Lessee shall verify the correctness of the mileage in kilometres and the amount of petrol in the vehicle's tank that has been reported by the Lessor as well as that the registration is complete and correct with regards to accidents and other damage on the transfer protocol and/or in the Leasing Agreement as well as the absence of other defects (among others, the absence of vehicle documents, insurance ID cards, tools, a spare tyre, a warning triangle, a first-aid kit and other accessories, etc.) and to immediately report any discrepancies to the Lessor on-site.

8. Security Deposit

The Lessor shall be entitled, by no later than when the vehicle is surrendered and in addition to the leasing fee, to demand an appropriate security deposit for any potential damage to the vehicle, its loss or theft. In the event that the vehicle is damaged, lost or stolen, the entire security deposit shall be retained and, after the original condition has been restored, it shall be paid back to the Lessee less the Lessor's damage compensation claims.

9. Leasing Price

9.1. In principle, the leasing price shall be considered to be the price that was agreed when the contractual agreement was concluded (incl. the permit fee, road usage fee – only in Switzerland, kilometre limits and liability insurance, etc.) in addition to the agreed fees for extras such as supplemental accessories, supplemental agreements, fees for the delivery and pick-up service, etc.

9.2. All fuel costs shall be paid by the Lessee. If the vehicle is not returned with a full tank of petrol, the costs for the subsequent filling-up of the tank again shall be billed to the Lessee at the average market price for fuel plus CHF 0.40 per litre.

10. Payment Terms and Conditions

10.1. In principle, the payment must be made only with valid credit cards from internationally-recognised credit card companies, namely American Express, Diners Club, Eurocard/Mastercard and Visa. Among others, all prepaid credit cards as well as debit cards, e.g. Visa Electron, shall not be accepted. When paying with a credit card, a surcharge of 3% incurs.

In principle, cash payments can also be accepted. It lies in the Lessor's discretion whether to accept or reject a cash payment. The same timeframes, conditions and provisions shall be valid as for credit cards.

10.2. Authorisation to Charge the Credit Cards:

Upon the conclusion of the contractual agreement, the Lessee authorises Edel & Stark AG to irrevocably charge all rental car costs and other claims related to the Leasing Agreement to the credit cards which the Lessee has designated. The entire payment processing for the affected Leasing Agreement must be done with the credit cards that were designated when the contractual agreement was concluded.

11. Contractual Use of the Vehicle

The Lessee and any additional drivers may use the leased vehicle exclusively for the agreed usage, particularly only for private usage as a means of transportation for himself and any passengers in addition to travel luggage. The driver or drivers shall be obliged to follow all traffic directives and to obtain information about any special traffic directives that are valid for the country in which the leasing timeframe begins or any other countries which will be driven through during the trip.

11.1. If, in violation of this provision, the vehicle has been used for commercial purposes (particularly for transport activities, advertising photo shoots, etc.), the Lessor reserves the right to belatedly increase the leasing price.

12. Lessor's Limited Liability

12.1. Any liability upon the part of the Lessor that is owed to the Lessee and any additional drivers for any type of contractual and/or non-contractual personal injury and/or property damage is expressly excluded, including the liability for collateral and/or indirect damages, for lost profits, consequential damages as the result of defects, damages owing to delayed performance, missed travel connections and opportunities to make business deals, etc.

12.2. The Lessor shall not be liable for damages for the damages specified in Sub-Clause 12.1 which have been caused by its auxiliary personnel.

12.3. If a leased vehicle is damaged and the Lessee is not responsible for this damage (e.g. motor problems or a technical defect, etc.), but it is nonetheless no longer possible to continue to use the vehicle, the Lessor shall not be obliged to provide a replacement vehicle. The leasing fee shall be owed upon a pro rata basis up to the point in time that the damage event occurred.

13. Lessee's Obligation to Exercise Due Care and Make Notification

In the event that the vehicle is in an accident, stolen, damaged by fire, a wild animal or as the result of any other type of event, the Lessee must promptly notify the Lessor of this and do everything which is necessary and beneficial for clarification purposes and in order to limit damage. In particular, for any accident which occurs, he must promptly notify and call in the police. This shall also apply if minimal damage occurs as well as if accidents occur which are the driver's own fault and which were not caused by third parties. If the police refuse to make a report about the accident, the Lessee must promptly notify the Lessor of this and document this to the Lessor. The Lessee is forbidden from recognising or satisfying a claim, in whole or in part, unless the refusal to recognise or satisfy the claim by the Lessee would obviously be grossly unreasonable based upon the respective circumstances.

13.1. Violations of Traffic Directives

The Lessee himself and/or any additional drivers themselves shall be liable, exclusively and in full scope, for all violations of the law, namely of the Strassenverkehrsgesetz [Road Traffic Safety Act] which are caused with the leased vehicle. If any traffic violations occur, as the title holder to the leased vehicle, the Lessor shall be obliged by law to report the personal data of the vehicle's driver and/or the Lessee to the competent government agencies. In this case, the Lessee shall be obliged to pay the Lessor a fee of CHF 80 for its administrative expenditures. The right is reserved to document higher actual costs.

14. Travelling Abroad and Entry Restrictions

14.1. Based upon the vehicle category, the use of leased vehicles abroad for certain countries is forbidden. A list of the countries in which the respective vehicle categories may not be used may be requested by telephone before the reservation is made. Moreover, the countries in which the affected leased vehicle may be used are listed in the Leasing Agreement overprint.

It is forbidden to transport the vehicle on inland bodies of water or on the sea on a ferry. If a violation of the provision for travel abroad or the use of ferries occurs, all insurance policies shall lose their validity.

14.2. If, when taking possession of the vehicle, the Lessee receives special instructions or directives from the Lessor regarding customs duties, customs reporting obligations and/or conduct when crossing borders or with regards to the location where the vehicle must be returned to the Lessor, the Lessee must strictly follow such instructions or directives. If, for any reason, it is not possible for the Lessee to follow the instructions received, then he must promptly notify the Lessor of this. If the Lessee violates these provisions, he shall be obliged to pay compensation to the Lessor for any damages it suffers, particularly for customs duties, import levies and fines.

15. Liability and Insurance

15.1. Lessee's Liability to the Lessor

Independent of the agreement on any possible liability limits, the Lessee shall be liable for all damages which result from intentional wrongdoing or gross negligence (including switching off the ASR, ESP, launch button, etc.). For any damages which are not covered by the insurance (for example, rear-view mirrors, wheel rims, etc.), such costs must be paid from the security deposit provided by the Lessee which is declared to be an insurance deductible in the Leasing Agreement. In the event of theft or attempted theft, the Lessee shall also be liable for the costs of repatriation, loss of rental income and other related costs, together with the deposit paid.

15.2. Liability if the Vehicle is Made Available to Third Parties

If the vehicle is made available to a third party, the Lessee shall be responsible for the third party's conduct just as for his own conduct and shall be liable to the Lessor for any damages that occur in their full scope.

15.3. Scope of Liability

In addition to the actual damages (e.g. vehicle value and/or repair costs, reduced value as the result of damage, transport, liability insurance deductible and bonus loss), the Lessee's obligation to pay damage compensation shall include the costs of an assessment and a lump-sum processing fee of CHF 300. If a damage event occurs, the Lessor shall be entitled for up to twenty-four (24) hours after cessation of the contract to have a professional expert determine the cause, scope and financial figures of the damage at the Lessee's expense. The Lessee declares that he is in agreement that the determinations and the damage figures obtained from this assessment shall have binding validity for him for the regulation of the damage. If, as the result of a damage event, the vehicle is no longer usable for the Lessor, it may bill the lump-sum daily rates, which were agreed with the Lessee, to the Lessee for the loss of use for the duration of the repairs. In the event that the vehicle is totalled, a loss of use of 14 days shall be billed upon a lump-sum basis.

16. Returning the Vehicle

16.1. The Lessee shall be obliged to return the vehicle in accordance with the data regarding the place, date and time of the return which are specified in the Leasing Agreement and/or, in the event that the Leasing Agreement is terminated early owing to a good reason, upon the Lessor's request to return the vehicle at an earlier point in time.

16.2. After the Leasing Agreement ends or after the agreed leasing timeframe is exceeded, the Lessor shall be entitled to seize the vehicle at any time or to have this done at the Lessee's expense and to bill, where applicable, any additional costs for the enforcement of the Leasing Agreement. This shall also be valid for any longer-term leasing fees in the event that the Lessee is in arrears with the agreed leasing fees for longer than ten (10) days or it is anticipated that he will no longer be able, or willing, to fulfil his obligations from the Leasing Agreement.

16.3. The Leasing Agreement shall end at the agreed point in time. Subject to the Lessor's written approval, the contractual agreement may be extended if the Lessee requests this at least three (3) days before the agreed leasing period lapses. In the absence of any agreement to the contrary, the same conditions shall be valid for the extended leasing period just as for the originally-agreed leasing period and/or the conditions that have been adjusted to the leasing timeframe. The extension may be requested only in writing by submitting such a request to Edel & Stark AG and such a request may be made only by the Lessee himself.

17. Lessee's Personal Data

The Lessee consents to the storage of his personal data by the Lessor subject to its adherence to the data protection directives. The Lessee's data may be used for the advertising purposes (self-promotion) of Edel & Stark AG. Vehicles can contain GPS devices to monitor and locate the vehicles.

18. Applicable Law and Legal Venue

Exclusively Swiss law shall be valid for the Leasing Agreement subject to the exclusion of international private law.

The legal venue for all disputes arising between the Lessee and additional drivers on the one hand and the Lessor on the other hand in conjunction with the leasing relationship shall be Olten, the location of the company's headquarters in the Canton of Solothurn. However, the Lessor shall be entitled to take legal action in any other competent court.

19. Invalidity or Partial Invalidity; Language

The partial or complete invalidity or ineffectiveness of one or more provisions of the contractual agreement, including these General Business Terms and Conditions, shall not affect the validity of the remaining provisions. During the application of the contractual agreement, any provisions which are invalid, or become invalid, must be replaced by such provisions which most closely fulfil the purpose being striven for by the invalid provisions. In cases of doubt, the German text of the contractual agreement shall be prevailing.