

General Terms & Conditions (GTC)

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1. Scope of Application & Contractual Incorporation

These General Terms & Conditions ("GTC") apply to all vehicle rental agreements concluded with Rigitrade AG (the "Lessor"). By signing the rental agreement, the Renter acknowledges and accepts these GTC in their entirety as an integral part of the rental agreement.

2. Prohibited Use & Consequences

2.1 Strictly Prohibited Uses

The rented vehicle may only be used for **private use** or **professional passenger transportation services** (e.g. Uber/Bolt).

The following are strictly prohibited:

- a) Transferring the vehicle to third parties, subletting, or selling the vehicle;
- b) Using the vehicle to commit or facilitate criminal offences;
- c) Driving under the influence of alcohol or drugs;
- d) Unauthorized cross-border use;
- e) Smoking inside the vehicle, including electronic cigarettes (e-cigarettes);
- f) Tampering with, disabling, or interfering with the vehicle's GPS tracking system.

2.2 Consequences

The Lessor shall be entitled to terminate the rental agreement with immediate effect without prior notice. The Lessor further reserves the right to claim damages and to initiate civil and/or criminal proceedings where appropriate.

3. Costs, Vehicle Operation, Passenger Transport Requirements & Vehicle Maintenance

3.1 Costs Payable by the Renter

The Renter shall bear the following costs:

- Fuel (Unleaded 95 or 98)
- Vehicle cleaning

- Parking fees
- Road tolls, motorway vignette and similar charges
- Administrative fees
- Towing and vehicle storage charges

3.2 Costs Payable by the Lessor

The Lessor shall bear the costs of:

- Regular scheduled servicing
- Seasonal tire replacement
- Mechanical repairs not caused by misuse or improper operation
- Motor vehicle tax
- Mandatory motor vehicle liability insurance

3.3 Duty of Care & Vehicle Inspection

Before each journey, the Renter shall check:

- Engine oil level
- Coolant level
- Tire pressure
- Vehicle lights
- Dashboard warning indicators

If any warning light appears during operation, the Renter must stop driving immediately and notify the Lessor without delay.

3.4 Vehicle Cleanliness

The vehicle must be returned in a clean condition.

Where excessive soiling requires professional specialist cleaning, the Renter shall be charged the actual cleaning costs, subject to a minimum charge of **CHF 150.00**.

3.5 Keys, Documents, Charging Cards & License Plates

Loss of vehicle keys, the vehicle registration certificate, license plates, or any charging cards provided with the vehicle must be reported to the Lessor immediately.

The Renter shall be liable for all replacement costs together with all associated administrative costs and expenses.

3.6 Passenger Transport Requirements

Throughout the rental period, the Renter is responsible for complying with all legal and regulatory requirements applicable to professional passenger transportation.

The Renter shall ensure that all required licenses, permits, and authorizations remain valid at all times, including compliance with the requirements of any ride-hailing platform used (such as Uber or Bolt) and any required Professional Passenger Transport (BPT) authorizations.

4. Insurance & Liability

4.1 Insurance

Where specified in the rental agreement, the vehicle is insured for professional passenger transportation (BPT).

4.2 Renter's Liability

To the extent permitted by applicable law, the Renter shall be liable for:

- Insurance deductibles (excess)
- Traffic offences and fines
- Legitimate third-party claims caused by the Renter
- Damage not covered by insurance
- Damage resulting from gross negligence or intentional misconduct
- The agreed insurance deductible and/or any additional costs arising from a total loss where such costs are not covered by insurance

5. Contractual Penalties

(Articles 160 et seq. Swiss Code of Obligations)

The Lessor reserves the right to claim damages exceeding the contractual penalties set out below. Any contractual penalty already paid shall be credited against proven damages where required by law.

The following fixed contractual penalties shall apply:

Contract Breach	Contractual Penalty
Late return (per commenced day)	CHF 100.00
False residential address	CHF 500.00
Unauthorized driver	CHF 500.00
Smoking inside the vehicle	CHF 250.00
GPS tampering or deactivation	CHF 800.00
Failure to report an accident	CHF 500.00

6. GPS Tracking & Remote Vehicle Immobilization

The vehicle is equipped with a GPS tracking system used for theft prevention, fleet management, geofencing, and vehicle security purposes.

The Renter acknowledges and expressly agrees that, in the event of payment default (including unpaid rental charges) or a material breach of the rental agreement (including unauthorized transfer of the vehicle, GPS tampering, or misuse), the Lessor may remotely immobilize the vehicle and recover it to protect its property, provided this is technically feasible and permitted by applicable law.

To the extent permitted by law, the Renter shall have no contractual claim for damages arising from a lawful remote immobilization of the vehicle.

7. Vehicle Return & Replacement Vehicle

7.1 Vehicle Return

The vehicle must be returned together with all keys, documents, and accessories in substantially the same condition as received, allowing for ordinary wear and tear.

7.2 Replacement Vehicle

In the event of a technical defect or breakdown not caused by the Renter, the Lessor will use reasonable efforts to provide an equivalent replacement vehicle, subject to availability.

Unless expressly agreed in writing, the Renter has no automatic entitlement to a replacement vehicle. To the extent permitted by law, any further claims for damages arising from the unavailability of a replacement vehicle are excluded.

8. Accident, Breakdown & Damage Procedures

Accident Procedure

In the event of an accident, the Renter shall:

- Secure the accident scene;
- Provide assistance to injured persons;
- Call the emergency services (144);
- Notify the police where personal injury has occurred, liability is unclear, or where required by law;
- Make no admission of liability;
- Take photographs;
- Complete the accident report;
- Notify the Lessor within **24 hours**.

Failure to report an accident within this period shall result in a contractual penalty of **CHF 500.00**.

Breakdown Procedure

In the event of a technical defect, the Renter may not authorize repairs without the Lessor's prior approval, except where immediate emergency measures are necessary to prevent danger or further damage.

9. Legal Notice & Reservation of Rights

If the vehicle is not returned on time following the expiry of the rental agreement or after immediate termination despite a request for its return, the Lessor reserves the right to obtain legal advice and, where appropriate, notify the competent criminal prosecution authorities.

Depending on the specific circumstances, such conduct may constitute a criminal offence under applicable law.

10. Administrative Fees

The following administrative fees may be charged where applicable:

Administrative Service	Fee
Processing fee for traffic fines	CHF 20.00
Reminder processing fee	CHF 20.00

Administrative Service	Fee
Debt collection initiation fee	CHF 80.00
Vehicle recovery	Minimum CHF 400.00 plus actual costs incurred
Vehicle storage	CHF 50.00 per day

11. General Provisions

No Waiver

Failure by the Lessor to enforce any right or provision under the rental agreement shall not constitute a waiver of that right.

Force Majeure

The Lessor shall not be liable for any failure or delay in performance caused by events beyond its reasonable control (force majeure).

Entire Agreement

The rental agreement together with these GTC constitutes the entire agreement between the parties and supersedes all prior oral or written agreements relating to its subject matter.

Severability

Should any provision of these GTC or the rental agreement be held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Final Provisions

Any amendments or supplements to the rental agreement or these GTC must be made in writing.

The rental agreement and these GTC shall be governed exclusively by **Swiss law**.

The exclusive place of jurisdiction shall be **Embrach, Switzerland**, to the extent permitted by applicable law.