

General terms and conditions of teslify ag in relation to the rental of vehicles

1 General information and scope of application

teslify ag is a public limited company registered in the Commercial Register of the Canton of Zurich, the purpose of which is, among other things, the rental of vehicles.

These General Terms and Conditions (hereinafter "**GTC**"), together with an individual rental agreement (hereinafter "**Agreement**" or "**Contract**"), shall govern the conclusion, content and execution of agreements for the rental of vehicles by teslify ag (hereinafter "**teslify**") to customers (hereinafter "**Lessee**", "**Hirer**", "**Tenant**" or "**Renter**"). If individual agreements and the GTC contain provisions that differ from each other, the provisions of the individual agreement shall take precedence over those of the GTC. However, if the provisions of the agreement are unclear or incomplete, the provisions of the GTC shall apply.

The GTC are deemed to be accepted by the tenant by submitting a booking request.

The validity of any general terms and conditions of the tenant is hereby excluded.

2 Conclusion of contract

The booking request is a binding offer within the meaning of Art. 3 et seq. of the Swiss Code of Obligations for the conclusion of a contract for the rental of a vehicle. The contract is concluded by written confirmation from *teslify* to the renter.

The content of the concluded contract is confirmed by the renter's signature (in person or on an electronic device) when taking over the vehicle.

If the desired vehicle model is not available, *teslify* reserves the right to offer the renter another vehicle model or to reject the renter's booking request.

If a vehicle is not available at the agreed time, *teslify* is entitled to offer the renter another vehicle model even after conclusion of the contract. If the offered vehicle belongs to a cheaper category, the rental price shall be reduced accordingly. If the vehicle belongs to a more expensive category, the originally agreed rental price shall remain in effect. The unavailability of the desired vehicle model does not entitle the renter to withdraw from the contract or to claim damages. If no vehicle is available, *teslify* is entitled to withdraw from the contract without liability for damages.

3 General rental requirements

teslify rents vehicles exclusively to legal entities or to natural persons over 18 years of age with a driving licence valid in Switzerland for the corresponding vehicle category. In the case of performance models, it is also a prerequisite that the first issue of the required national driving licence of all agreed drivers was at least 18 months ago.

4 Tariffs

The respective rates can be found in the rate list on the *teslify* website or in the contract. A daily rental covers 24 hours. A rental period shorter than 24 hours or an early return has no influence on

the rental price and the additional services booked, unless otherwise agreed. In the case of long-term rentals, not only the rates but also the included services may differ.

5 Delivery and collection service

If notified in advance by the lessee and subject to availability, *teslify* offers the lessee a free delivery and collection service at all locations in Switzerland and the Principality of Lichtenstein that are easily accessible. For an additional charge and subject to availability, *teslify* also offers the delivery and collection service in the other neighbouring countries. The renter is requested to inform *teslify* as early as possible where he/she wishes to receive the vehicle and return it after use. In the event of last-minute enquiries or requests for changes, as well as in the event of considerable additional expenditure for *teslify*, *teslify* can also offer the delivery and collection service in Switzerland and the Principality of Liechtenstein for an additional charge. The delivery and collection service shall only be deemed to have been agreed once it has been confirmed in writing by *teslify* (including details of place and time). The special provisions on handover and return must be observed (cf. in particular Sections 7.3, 7.4, 12, 15.1 and 15.2).

6 Deposit

To secure all claims of *teslify* arising from or in connection with the contract, the renter is obliged to pay an interest-free deposit of at least CHF 1'000 at the latest when taking over the vehicle. In the case of hirers not resident or domiciled in Switzerland or drivers without a Swiss driving licence, the deposit shall amount to at least CHF 2,000. The deposit may be paid in cash or blocked on the credit card. If the deposit is not paid in due time, *teslify* is entitled to refuse to hand over the vehicle and to hold on to all claims or to withdraw from the contract and claim damages. *teslify* is entitled to assert its claim for payment of the deposit at any time.

teslify is entitled to mix the deposit with its assets and to offset it against all claims against the lessee in connection with the contract. If no set-off is made, *teslify* shall return or release the deposit within 5 working days after the return of the vehicle. In the event of disputed claims, *teslify* reserves the right to retain the deposit until these have been clarified.

7 Handover

7.1 General

The vehicle shall be handed over at the registered office of *teslify* or at the handover location agreed at the request of the renter and confirmed in writing by *teslify*. A handover protocol shall be drawn up upon handover of the vehicle. The lessee or an agreed driver shall be obliged to present the following documents when taking over the vehicle:

- a) a) A national driver's licence valid for driving a vehicle in Switzerland and issued in Latin script with an explicit and comprehensible indication of the required vehicle category (e.g. a Swiss driver's licence). If the national driver's licence does not fulfil all the above-mentioned points, a valid international driver's licence must also be presented.
- b) A valid passport or Swiss identity card or an identity card from an EU country.

If one of these documents is not available when the vehicle is handed over, *teslify* is entitled to refuse to hand over the vehicle without further ado and to stick to the rental price plus the price of booked additional services or to withdraw from the contract and demand compensation for damages.

7.2 Vehicle condition at handover

When handing over the vehicle, the hirer must ensure that the mileage and the battery status correspond to the information in the handover report and that any damage to the vehicle is marked or described on the sketch in the handover report. The hirer must confirm the correctness of the information in the handover report with his signature. If no entry is made in the handover report, it may be assumed that the damage was not present at the time of handover.

The renter must also ensure that the vehicle is in safe operating condition before commencing the rental. If there are defects that restrict the operational safety or if maintenance work is required to ensure operational safety, the further procedure must be discussed with *teslify* before the start of the journey.

7.3 Late takeover

If the renter does not take delivery of the vehicle until after the agreed time, the rental price plus the booked additional services shall remain owed for the unused period (default of acceptance). In the event of late acceptance, *teslify* is additionally entitled to charge the renter a processing fee of a maximum of CHF 100.

If the vehicle was not accepted on the agreed date, *teslify* is no longer obliged to maintain the reservation and may withdraw from the contract. In the case of an agreed delivery service, *teslify* may withdraw from the contract with prior notification of delay by the renter 2 hours after the originally agreed delivery time and without notification of delay after 30 minutes of delay.

In the event of cancellation due to late takeover by the tenant, *teslify* may charge a cancellation fee of a maximum of CHF 250. Compensation for damages remains reserved.

7.4 Special features of the delivery service

If the vehicle is taken over at a location other than *teslify*'s headquarters, it cannot be guaranteed that the vehicle can be handed over perfectly clean, both inside and out. In addition, delays may occur in the delivery service due to weather or traffic conditions. Delays will be notified to the hirer as early as possible. The hirer shall not be entitled to a corresponding extension of the rental period or to any other compensation. However, from a delay of 90 minutes, the renter has the right to withdraw from the contract due to late delivery, without any consequence of damages at the expense of *teslify*.

8 Use of the vehicle

8.1 Intended purpose and driver

The vehicle may only be driven by the hirer or by agreed drivers. The renter must give each driver a briefing on the vehicle. The renter must inform *teslify* in advance of the name and address of the drivers.

8.2 Intended use

The use of the vehicle is only permitted within the scope of the agreed purpose of use. In particular, the use of the vehicle is prohibited:

- a) to learning journeys, driving courses or similar;
- b) to participate in motor sport events and vehicle tests;
- c) to take part in car races (such a speed is automatically assumed in Switzerland, in particular at a speed of 160 km/h);
- d) for the carriage of highly flammable, toxic or otherwise dangerous substances;
- e) to commit customs and other offences, even if these are only punishable under the law of the place where the offence is committed
- f) for the carriage of passengers or goods for reward;
- g) for towing or moving other vehicles;
- h) to carry out journeys that require an official permit;
- i) for rent.

8.3 Trips abroad

Trips abroad are only permitted in countries within the local area of validity of the insurance taken out by *teslify*.

- a) The insurance in accordance with Clause 14 applies to loss events occurring in Switzerland and the Principality of Liechtenstein, in the states of Europe and in the Mediterranean rim and island states. In the case of transport by sea, the insurance cover is not interrupted if the place of departure and destination are within the local validity.
- b) However, the insurance does not apply in the following countries: Belarus, Moldova, Ukraine, Russian Federation, Georgia, Armenia, Azerbaijan, Kazakhstan, Egypt, Algeria, Lebanon, Libya and Syria.
- c) *teslify* reserves the right at any time to prohibit foreign travel - irrespective of the local scope of the insurance - to other countries as well.

The hirer must inform himself/herself about the special traffic regulations in force in the countries through which he/she will pass during the journey. In particular, the renter must independently take care of the vehicle and other equipment required by law in the respective country when travelling abroad. These are at the expense of the renter and are not covered by *teslify*.

All fees required for foreign journeys, such as road tolls, foreign vignettes, environmental badges, toll charges or the like, are the responsibility of the hirer and shall be borne by him. These are not included in the rental price.

If the residence of an agreed driver is within the European Union (EU), there may be customs restrictions when crossing the border. Before the vehicle crosses the border into the customs territory of the EU, the hirer must inform himself/herself about the relevant regulations and is responsible for complying with them. In the event of non-compliance, the renter shall be liable for any resulting costs and shall be obliged to fully indemnify *teslify* against any costs incurred.

8.4 Careful use

The hirer undertakes to handle the vehicle properly and in accordance with the operating instructions and to maintain it in a roadworthy condition. The hirer also undertakes to drive the vehicle only when

it is in a roadworthy condition and to heed any warning signals given by the vehicle and to act accordingly.

Furthermore, the lessee undertakes to adequately protect the vehicle from unauthorised third parties and damage.

The following actions are prohibited:

- a) Smoking and rolling cigarettes or the like in the vehicle.
- b) Eating in the vehicle
- c) Charging the battery above 90%
- d) Draining the battery
- e) Carrying animals
- f) Switch off the GPS

8.5 Repairs

Repairs or similar which become necessary to ensure the operational and road safety of the vehicle may only be commissioned with the consent of *teslify*. The costs of approved repairs or similar shall be borne by *teslify* on presentation of the relevant receipts, insofar as the lessee is not liable for the damage.

8.6 Behaviour in the event of accidents, theft or other damage to the vehicle

After an accident, theft or other damage to the vehicle, the renter must immediately notify the police and *teslify*. In the event of a collision, he/she must also fill out a European accident report, which details the course of the accident and the persons involved (incl. registration number and address) as well as any witnesses. The accident report can be found in the glove compartment. Opposing claims may not be recognised without the consent of *teslify*. Self-accidents (without the involvement of third parties) and minor damage must also be reported to *teslify* immediately. The renter hereby authorises *teslify* to inspect police and/or official files in the event of a claim. In the event of a breakdown through no fault of the renter or third parties, the Tesla Service Hotline must also be notified. The telephone number can be found in the electronic manual.

9 Data protection

When processing data, *teslify* observes the legal provisions applicable in Switzerland. The tenant consents to the data processing necessary for the handling of the tenancy or for the enforcement of claims arising from the tenancy and authorises *teslify* in particular to process all data made available to it (e.g. personal details, e-mail address, passport/ID information incl. pictures, credit card details etc.). The tenant also explicitly agrees to the transfer of data to collection agents for the enforcement of claims. The tenant also explicitly agrees that *teslify* may hand over existing data in the event of justified requests from authorities. The provisions of the GTC take precedence over the privacy policy published on the website.

10 Remuneration

10.1 Rental price

The hirer undertakes to pay the agreed rental price plus the additional services booked.

10.2 Additional services

Booked additional services will be charged to the tenant even if he/she has not made use of them.

Depending on the vehicle, additional kilometres driven will be invoiced at a flat rate of CHF 0.70-0.90 per kilometre and, if applicable, offset against the deposit paid. The flat rate per kilometre is specified in the contract.

10.3 Battery charging costs

If the vehicle has a lower state of charge than agreed when it is returned, the recharge may be invoiced at the average market price plus a recharge fee of CHF 30.

The battery charging point at a Tesla Supercharger charging station must be vacated immediately after charging, otherwise charges may be incurred. These blocking fees can be charged to the tenant.

10.4 Further costs

In the event of excessive soiling of the vehicle, *teslify* is entitled to charge the renter a cleaning fee of CHF 150.

Fines and fees due to traffic violations will be charged to the renter. For fines and fees, *teslify* may also charge a maximum processing fee of CHF 100, which is to be borne by the renter. For damage processing, *teslify* may charge the renter a maximum fee of CHF 250.

The hirer may be charged for additional expenses incurred in the event of improper return of the vehicle in accordance with Clause 15.2. Compensation for damages remains reserved.

If an outstanding debt is not settled within the granted payment period, *teslify* is entitled to charge the tenant CHF 30 per reminder.

11 Payment modalities

11.1 Means of payment

Payment for amounts up to CHF 2,000 is possible with American Express, Mastercard and Visa, Maestro, Carte Bancaire, Twint and via PayPal. Larger amounts are only accepted by bank transfer. Cash is only accepted in Swiss francs.

11.2 Due date for payment

The rental price plus booked additional services as well as the deposit are due at the latest when the vehicle is handed over. For long-term rentals, a monthly rent payable in advance may be agreed. *teslify* may, however, demand the aforementioned receivables at an earlier date.

Other services booked after the vehicle has been taken over are due together with the next rental payment (if agreed), at the latest, however, upon termination of the rental relationship or upon premature return of the vehicle. *teslify* is entitled to offset all due claims against the deposit, but may also charge these directly to the credit card or invoice them directly.

If a return to a location other than *teslify*'s registered office has been agreed and there is still a residual claim after offsetting against the deposit, *teslify* will send the tenant an invoice with a 3-day payment deadline for the outstanding claim.

11.3 Electronic invoice

The tenant agrees that invoices from *teslify* will be sent exclusively electronically to the e-mail address provided by the tenant. The lessee is responsible for ensuring that electronic invoices can be delivered to him. The lessee shall be responsible for any faults in the receiving equipment or other circumstances that prevent access.

12 Delay

If a claim is not paid by the lessee in due time, *teslify* is entitled to refuse to hand over the vehicle until the claim has been settled. If the vehicle has already been handed over to the lessee, *teslify* may terminate the contract with immediate effect after issuing a written warning and setting an unsuccessful grace period. The lessee shall return the vehicle to *teslify*'s registered office without delay and shall be liable for any damage arising from the delay in payment and any delay in return.

If outstanding invoices are not paid by the tenant within the granted payment period, the tenant will be put in default with a reminder and will owe *teslify* a default interest of 5%.

13 Liability

The hirer shall be liable for any damage and all costs arising from or in connection with the rental relationship, insofar as insurance does not cover this. In particular, the hirer shall pay full compensation for damage to the vehicle caused by the hirer, a driver or passenger in breach of contractual or legal obligations and/or through improper use. Any excess claimed by the insurance company shall be borne by the hirer. The hirer is responsible for all offences against the law or the contract caused with the hired vehicle until the vehicle is returned in an orderly manner. In particular, the hirer shall be liable for any fines that are driven in during the rental period.

Any liability on the part of *teslify* and any auxiliary persons employed by it shall be excluded to the extent permitted by law. *teslify* shall in particular not be liable for delays and consequential damages, for loss of profit, for indirect or consequential damages and for consequential damages caused by defects.

In the case of activation of the Tesla Autopilot, or a function corresponding to autonomous driving, the driver drives at his or her own risk, must remain perceptive and be able to take control in critical situations if necessary.

14 Insurance

Included in the rental price is a legally required motor vehicle liability insurance as well as a collision comprehensive insurance with Zurich Insurance Company Ltd.

There is *no* insurance cover for items brought along. Furthermore, there is *no* insurance for the passengers of the vehicle (passenger insurance).

General Insurance Conditions (GIC) of Zurich Insurance Company Ltd's motor vehicle insurance (edition 10/2019) apply, in which the insurance benefits, conditions and exclusions for motor vehicle

insurance (third-party liability, collision and comprehensive insurance) are regulated. The GIC are available on request from *teslify* and on the website of Zurich Insurance Company Ltd.

In the absence of a written agreement to the contrary, there is a deductible of CHF 2,000 per claim for which *teslify*'s insurance provides benefits.

For the processing of claims, *teslify* may charge a fee of a maximum of CHF 250, which is to be borne by the renter. This fee is neither covered by the insurance nor included in any deductible.

15 Return

The vehicle shall be returned at *teslify*'s registered office or at the return location agreed at the request of the renter and confirmed in writing by *teslify*.

Unless otherwise agreed, the lessee must return the vehicle to *teslify* with the same state of charge as when it was handed over. If the vehicle has a lower state of charge when it is returned, the recharging may be invoiced at the average market price plus a recharging fee of CHF 30.

15.1 Return without personal acceptance by *teslify* employees

If a return outside *teslify*'s opening hours is agreed, if no *teslify* employee is available at the time of return or if a pick-up service has been agreed, the renter must complete and sign a return protocol and leave it in the glove compartment at *teslify*'s request. He/she must remove the key battery and leave the key in the vehicles centre console. The battery must also be placed in the car along with the key. After leaving the vehicle, the hirer must make sure that the doors and windows are locked. If the locking is not carried out automatically by the vehicle, it can be carried out remotely by *teslify* - after the renter has informed *teslify* accordingly. The renter must immediately notify *teslify* in writing or verbally that the vehicle has been properly parked.

In the case of an agreed pick-up service, unless otherwise agreed with *teslify*, the vehicle must be allowed to remain in the car park for a further 12 hours free of charge from the agreed return time or the car park must have been prepaid by the hirer for at least this duration. The lessee is obliged to ensure that there is no risk of damage to the vehicle at the return location (e.g. due to falling branches). Even after the vehicle has been parked, the renter is liable for any damage caused to the vehicle up to the time it is actually collected or taken over by an employee of *teslify*.

15.2 Late return

If the vehicle is not returned to the agreed location at the agreed time, the renter will be charged an hourly rate of CHF 60 per commenced hour from 30 minutes late. In addition to the hourly rate, the renter may be charged for any damages arising from the late return (e.g. for a missed rental). *teslify* is additionally entitled to charge the renter a handling fee of a maximum of CHF 100 in the event of late return.

16 Withdrawal of the tenant

If the tenant withdraws from the contract without a defined and permissible reason for withdrawal, the tenant shall not be entitled to a refund of the payments already made or to a waiver of the existing claims. Nor shall the hirer be entitled to compensation for damages. A postponement of the booking dates is only possible by mutual agreement.

17 Cancellation

The renter is entitled, after written notice, to return the vehicle early to *teslify*'s headquarters or by agreement. In the event of an early return, the lessee will be charged for a further three days after the return of the vehicle, but no longer than the end of the normal rental period. If the rental period charged (actual rental period plus three days) falls into another tariff category, this shall form the basis for calculating the rental charge. In the event of early return, the included kilometres will also be reduced retroactively and proportionately to the invoiced rental period.

18 Formal requirement

Unless otherwise agreed, correspondence by e-mail, SMS and WhatsApp shall be deemed equivalent to writing.

19 Changes

teslify is entitled to amend these GTC at any time. The version in force at the time of conclusion of the contract shall apply to the lessee. If the GTC are amended in the period between the request and acceptance, the lessee shall be informed of the new version prior to the conclusion of the contract. If he does not withdraw his request within a reasonable period of time, *teslify* shall be entitled to conclude the contract with the new GTC.

20 Jurisdiction and applicable law

The tenancy is governed exclusively by Swiss law.

The place of jurisdiction for all disputes in connection with the tenancy is the city of Zurich. *teslify* shall, however, remain entitled to bring an action before any other competent court.

21 Severability clause

Partial or complete nullity or invalidity of one or more provisions of the contract, including these GTC, shall not affect the validity of the remaining provisions. Any provisions that are invalid or have become invalid shall, in the application of the contract, be replaced by provisions that come as close as possible to the purpose intended by the invalid provisions. In the event of contradictions, the German text of the contract shall be decisive.

teslify ag

Zurich, 28 January 2021