

## **General terms and conditions (GTC) pertaining to All-in-one Full-Service-Agreements**

### **Art. 1 General provisions**

These general terms and conditions (the **GTC**) form an integral part of the All-in-one Full-Service-Agreement (the **All-in-one contract**) entered into by the Customer (as defined in the Agreement) with GOWAGO LTD. (CHE-293.685.633), Zurlindenstrasse 134, 8003 Zurich (**Gowago**).

The customer declares to have read, understood and unconditionally accepted these general terms and conditions by signing the All-in-one contract.

### **Art. 2 Relationship with the leasing agreement**

The customer has a leasing agreement (the **Leasing contract**) with a leasing provider, as described in the All-in-one contract with "Related Leasing Agreement Number".

In the event of a breach of the Leasing contract, Gowago may, at its sole discretion, terminate the All-in-one contract with immediate effect.

All other rights from the leasing contract remain intact in accordance with its contractual regulations.

### **Art. 3 Insurance Policies**

#### 3.1 Information

The Customer shall provide Gowago with the Basic information form as communicated by Gowago, duly completed, dated and signed in an original copy.

The Customer is also committed to provide all information with a view to performing the services set out in the All-in-one contract, including, in particular, all the information required as well as that provided on the Basic information form for insurance companies.

The Customer declares that the information provided to Gowago is truthful, thorough and up-to-date. The Customer undertakes to inform Gowago forthwith about any change to the information provided to Gowago.

#### 3.2 Entering into the insurance agreements

The Customer understands and accepts that the signing of the motor vehicle insurance agreement with the Gowago partner (**Insurance Agreement**), as well as the signing of the mechanical warranty agreement with the Gowago partner (**Warranty Agreement**) under the All-in-one contract depends on parties other than Gowago and under no circumstances does Gowago guarantee that the Customer will be accepted by said partners.

Should a partner refuse to sign the Insurance Agreement or the Warranty Agreement, the Customer shall be entitled to terminate the All-in-one Agreement.

#### 3.2 Insurance premiums for motor vehicles and mechanical warranty

Gowago shall make the following payments on behalf of and in the name of the Customer:

- premiums deriving from the Insurance Agreement to the provider named in the Insurance Agreement; and
- premiums deriving from the Warranty Agreement to the provider appointed in the Warranty Agreement.

Gowago's obligation to pay the premiums is subject to full and timely payment by the Customer of any monthly payment due under the All-in-one contract and it ceases forthwith upon termination of the All-in-one contract.

#### 3.4 Terms of insurance

The services provided under the Insurance Agreement and the Warranty Agreement shall be performed by the respective providers listed in these agreements. Under no circumstances shall Gowago assume any obligations arising therefrom.

Any liability by Gowago in relation to the Insurance Agreement and the Warranty Agreement, including in the event of the termination thereof, is excluded.

The Insurance Agreement and the Warranty Agreement each constitute a different contractual relationship separate from each other and the All-in-one contract. Any termination of the Insurance Agreement or the Warranty Agreement shall be done in accordance with the terms and conditions set out in these respective agreements.

In the event of the termination of the Insurance Agreement or the Warranty Agreement, Gowago reserves the right to terminate the All-in-one contract with immediate effect, or to maintain the All-in-one contract, modifying the monthly payment amounts.

#### **Art. 4 Service and maintenance**

By entering into the All-in-one contract, the Customer declares to have read, understood and unconditionally agreed to the general terms applicable to the maintenance and tyres services as communicated to the Customer (the **GTC - Maintenance and Tyres**).

The GTC - Maintenance and Tyres remain valid for the duration of the All-in-one contract, changes according to the GTC - Maintenance and Tyres are reserved.

#### **Art. 5 Vehicle taxes and charges**

Gowago shall make payment of the Swiss motor vehicle and road taxes relating to the lease-holding of the vehicle specified in the All-in-one contract (with the exception of federal, cantonal and property taxes) under the following conditions:

- the Customer has timely paid any monthly payment due under the All-in-one contract and in full;
- the Customer has provided Gowago forthwith and in full with a copy of any communication from the authorities related to the taxes to be settled;
- the Customer sent Gowago any payment slip (or similar document) related to the taxes to be settled forthwith.

Gowago is not liable for any interest or late fees owed with regard to the payment of the taxes, unless there is gross negligence or misconduct.

#### **Art. 6 Swiss motorway tax sticker**

Gowago shall provide the Customer with a Swiss motorway tax sticker at the following times:

- before 31 January of each year during active All-in-one contract;
- upon entering into the agreement, if and insofar as the Customer still does not have any sticker for the vehicle referred to in the All-in-One Agreement for the year in progress.

Under no circumstances shall Gowago reimburse any Swiss motorway tax sticker already acquired and it shall not make any payment in kind on behalf of the Customer.

**Art. 7 Settlement of the monthly payments and adaptation of the agreement**

The Customer undertakes to make the monthly payments (monthly rate) as stated in the All-in-one contract.

The first monthly payment is due 14 days after signing the All-in-one contract, but no later than the date of service activation (the start date; specified in the All-in-one contract). Subsequent monthly instalments are payable monthly in advance.

Any delay in payment shall result in a formal notice without notification. Each reminder may be accompanied by a late fee of CHF 30.00 and default interest of 5%.

In the event of any delay in settlement of two consecutive monthly payments, any recovery measures may be taken forthwith without any prior notice.

Monthly payments are determined in line with the Client profile upon signing the All-in-one contract. In the event of any change in circumstances (such as moving to another canton), the monthly payments may be revised and modified.

Gowago reserves the right to revise the monthly payment amounts at any time. Any revision shall be communicated to the Client one month in advance.

In the event of an increase in the monthly payments by more than 10%, the Customer may refuse the change and terminate the All-in-One Agreement from the end of a month, providing one month's prior notice. The preceding amount of the monthly payments remains due until the termination of the All-in-One Agreement.

**Art. 8 Entry into effect, end and termination of the contract****8.1 Entry into effect**

The All-in-one contract shall take effect on the start date indicated and shall expire on the end date indicated.

**8.2 Termination by Gowago**

Notwithstanding the foregoing, Gowago may at any time terminate the All-in-One Contract with immediate effect, in particular if:

- the Client is in arrears in the payment of two consecutive monthly instalments;
- the information transmitted by the Client is not correct, exhaustive or up to date;
- the Client fails to comply with any other obligation stipulated in the All-in-one Contract, these GTC's, the GTC - Maintenance and Tyres, the Leasing Contract, the Insurance Agreement, the Warranty Agreement, or any other contractual relationship binding the Client to Gowago or to one of Gowago's partners;
- the customer terminates the insurance or guarantee agreement.

**8.3 Early termination of the contract by the customer**

An early termination of the All-in-one contract by the customer is only possible towards the end of a respective monthly period and must be made in writing. The All-in-one contract will end at the end of the month following the date of the letter, provided that this is received by Gowago before the 10th of the current month.

**8.4 Costs of early termination of the contract**

The compensation required due to early termination of the contract includes the costs of early termination of the contract as well as a fixed compensation commission, the amount of which depends on the date of termination.

For the evaluation of the maintenance and tyre costs of the vehicle, an adjustment to the effective parameters is made based on the current kilometre/mileage and duration. The calculation is retroactive from the start date to the effective end date. The resulting costs are to be paid including the fixed compensation commission in addition to the monthly installments already paid. Monthly instalments due but not yet paid will be invoiced additionally.

### 8.5 Compensation commission for early termination of contract

In the event of early termination of the contract by the customer, a fixed compensation commission will be charged in addition to the effective costs for the all-in-one services. The compensation commission varies according to the actual contract duration in relation to the original contract duration.

Compensation commission table:

Compensation commission in CHF excl. VAT	Early termination of contract after months				
	12	24	36	48	60
CHF 1.000	1-4	1-8	1-12	1-16	1-20
CHF 750	5-8	9-16	13-24	17-32	21-40
CHF 450	9-10	17-22	25-34	33-46	41-58
CHF 0	11-12	22-24	34-36	46-48	59-60

The number of months of the full monthly periods at the time of termination of the contract according to point 8.3 counts.

### 8.6 Example of early termination of contract

Initial start date 01.01.2019  
 Initial end date: 31.12.2023  
 Duration: 60 months  
 Total kilometers: 100'000 Km  
 Monthly rate incl. VAT CHF 350.00

The customer terminates the All-in-one contract early as of 31.12.2021 and thus shortens the duration by 24 months.

Initial start date 01.01.2019  
 New end date: 31.12.2021  
 Duration: 36 months  
 Total kilometers: 60'000 Km  
 Monthly rate new incl. VAT CHF 420.00

For the services rendered during the effective contract period from 01.01.2019 to 31.12.2021 (36 months), the customer will be charged the difference between the originally calculated and the effective costs. In this example, the customer is charged an amount of CHF 2'520.00 incl. VAT for the All-in-one services and an additional CHF 750.00 excl. VAT compensation commission will be invoiced to the client.

## Art. 9 Cancellation period of the All-in-one contract

9.1 The customer has the right to cancel the All-in-one contract within 14 days of receiving his copy of the signed All-in-one contract. The cancellation must be made in writing to Gowago; a cancellation addressed to the vehicle supplier will not be accepted.

9.2 If the cancellation results in the termination of the All-in-one contract, the customer must reimburse Gowago for the expenses and costs associated with the entering into the All-in-one contract and the delivery of the vehicle mentioned in the All-in-one contract within the scope of Art. 40f of the Swiss Code of Obligations.

## Art. 10 Miscellaneous provisions

### 10.1 No assignment or transfer

The All-in-One Agreement may not be assigned or transferred without Gowago's prior written consent.

In the event of assignment or transfer of the vehicle to which the All-in-one contract relates, the Customer shall be liable for the monthly payments until the expiry of the All-in-one contract, unless there is a prior agreement in writing from Gowago.

#### 10.2 Amendments and exemptions

Gowago may amend these GTC at any time. The Customer shall be notified in writing.

In regards to any provisions deviating from the present general terms and conditions (GTC), they will only be considered valid if put in writing. If in doubt, these general terms and conditions shall prevail.

#### 10.3 Applicable law and legal jurisdiction

Swiss law is applicable to the exclusion of any rules on the conflict of laws.

The courts of Zurich, Switzerland, shall have jurisdiction in the event of disputes. The jurisdiction of mandatory legal venues with regard to insurance agreements and disputes involving consumers is reserved.