

## **GENERAL RENTAL AGREEMENT CONDITIONS (last updated 1 JULY 2015)**

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Avis Budget Autovermietung AG, Hofwisenstrasse 36, CH-8153 Rümlang.

**1. Period of Lease/Return of Vehicle:** The renter will return the vehicle incl. equipment/accessories on the date and to the Avis station specified on the front page, or sooner, upon demand of Avis Budget Autovermietung AG or of a related Avis company in another country (hereinafter collectively "Avis").

**2. Conditions of Acceptance:** The renter has received the vehicle ready for use and with a full fuel tank. Damages must be mentioned on the rental agreement before check out.

**3. Minimum Age/Additional Drivers:** The minimum age of the driver for small vehicles is 19 years, for all other vehicles except luxury vehicles 21 years and for luxury vehicles 25 years). Any driver must be validly licensed to drive for at least one year. The vehicle may only be driven by the renter himself. Drivers under the age of 25 or additional drivers are only allowed if agreed upon at the time of check out. A Young Driver or Additional Driver fee will apply.. When leaving the vehicle to a third person, renter shall be liable for any damages caused by that person. Upon Avis' request the renter is obliged to disclose the name and address of any driver allowed to the rental vehicle.

**4. General Limitations of Use:** The renter acknowledges that the vehicle may not be used in the following circumstances and that he is liable for all damages if these conditions are disregarded: (a) to drive into/through countries and islands see Entry Restrictions (Op11) Internet Information, exceptions only signed by Avis Senior Management, (b) to transport illegal or dangerous goods, (c) to carry passengers for consideration, (d) for learning purposes, (e) to tow, push, or move in any other way any vehicle or trailer, (f) to participate in record-breaking attempts, motor sport events, car races, rallies, test training, races, orientation, motocross, reliability, endurance, or consumption competitions of any kind, or on any kind of test or training course, (g) under the influence of alcohol/drugs.

**5. Foreign Vehicles:** The renter of a vehicle registered in a foreign country undertakes not to return the vehicle to Switzerland. Renters who are Swiss residents must furthermore leave Switzerland with the vehicle within 2 days from the start of rental and must only use it for the direct drive to the foreign country.

**6. Costs:** Upon return of the rental vehicle, the renter must pay: (a) rental costs, (b) daily charges for CDW, TP, PAI/SuperPAI, (c) deductibles in case of damage incident, (d) Charges for Additional/Young Driver, additional special equipment, delivery, collection, highway taxes, (e) transportation charges, i.e. for return of the vehicle to other than the agreed destination all retrieval costs including loss of use, etc. (f) cost of fuel and tanking service if the vehicle is returned with less than a full tank (no credit is given for any remaining fuel in the vehicle in case the quantity of fuel has been agreed upon in advance ), (g) EZ Fuel-Fee where the vehicle has been driven less than 120 km, unless the renter/driver proves that the vehicle has been duly refuelled by presenting the refuelling receipt (h) related governmental taxes and (i) Late Return Fee if the renter/driver returns the vehicle late without Avis' prior agreement, an extra day's rental for each day or part of a day the renter/driver is late plus a late return fee.

Upon receipt of the invoice, the renter must pay the following charges: (j) full compensation for damages caused by excessive or careless use of vehicle and/or by use of vehicle contrary to the contract caused by the renter and/or any other driver, (k) compensation for damage or theft plus a damage processing fee up to the amount of the contractually determined liability costs, (l) tickets/fines and related charges, (m) collection costs and other costs incurred as a result of claims against the renter.

**7. Liability in Case of Damage, Accident , Theft:** The renter is liable for all damage costs or loss incurred by Avis plus a damage processing fee up to the amount of the excess stated in the rental agreement or the value of the car except for damage due to fire, elemental, or caused by animals (except for damages caused by animals belonging to the renter or passengers). Charges include (among other items) vehicle damages, loss of car's value by theft, reduction in value, transportation, expert assessments, claims handling fee, loss of use, third party liability deductible, and insurance bonus loss. Regardless of place/time of return, the renter is liable until Avis confirms in writing that he is liberated from damages.

**8. Liability Reduction (CDW/TP):** The terms Collision Damage Waiver (CDW) and Theft Protection (TP) refer to liability reduction products. If the renter signs the reduced liability agreement for CDW (Collision Damage Waiver)/TP (Theft Protection) or if this is included in the rental tariff, the renter's liability is reduced to a fixed non-waivable excess set out on the front page of the rental agreement. Van rentals are subject to additional conditions.

**9. Lapse of Liability Reduction:** The Liability Reduction does not apply and the renter is fully liable for damages caused by violation of the contract or by intention or gross negligence.

**10. Third Party Liability Insurance:** The renter and any authorized driver are insured for bodily injuries, property damages caused to third parties, and related costs under the automobile insurance policy available for inspection at Avis' headquarters, up to the policy limits of Avis in the country where the vehicle is registered.

**11. Procedure in Case of Damage:** In case of a damage, the renter must protect the interests of Avis and of the insurance company, by: (a) completely and accurately filling in the damage report provided by Avis, (b) recording names and addresses of parties/witnesses, (c) not acknowledging liability or responsibility, (d) safeguarding the vehicle adequately, (e) notifying the nearest Avis station, and (f) notifying the police immediately if another party's responsibility must be ascertained, or if people are injured. The renter is liable for any damages incurred by Avis due to breach of these obligations.

**12. PAI (P), SuperPAI (SP), Passenger Accident Insurance:** Benefit documentation is available at Avis stations in Switzerland.

**13. Transported Personal Property/Animals:** The renter hereby releases Avis from any liability for loss or damage to any person, property, or animal left, stored, or transported and also holds Avis harmless against such third party claims. Animals may only be transported in an appropriate cage and may not be left alone in the car. Animal transports in commercial vehicles are forbidden.

**14. Safeguarding the Vehicle:** As long as the vehicle is not in use, the steering wheel and doors of the vehicle must be locked, windows, sun- or convertible roof must be closed, the key must be removed, and any electronic antitheft system must be switched on.

**15. Breakdown and Defects of Vehicle:** Avis is not liable for any faults/defects of the vehicle or for any damages arising therefrom. In Switzerland the renter must notify such defects to the TCS-breakdown service or to the repair service of the respective make of car. In other countries the nearest Avis station has to be notified. Repair or service works require the express prior consent of Avis.

**16. Alterations of Agreement:** Additions and alterations of this Agreement shall be null and void unless agreed to and accepted in writing by the management of Avis.

**17. Sublease/Transfer of Rental Agreement:** Subleasing and transferring this contract to any third party requires the written consent of the management of Avis.

**18. Assignment of Claims by Avis:** Avis is entitled to assign any claims arising out of or in connection with this Agreement.

**19. Power of Attorney:** In case of an accident with the rented vehicle, the renter authorizes Avis and its insurance company to obtain any records and information from any authority (such as courts, prosecuting authorities, and police offices), federal authorities (Federal Accident Insurance Company, Military Insurance, Disability Insurance, Postal Services, Swiss Railway Companies), private insurance companies and health insurance companies or third persons.

**20. Data:** Subject to the consent of the renter and Swiss data protection laws, Avis is entitled to: (a) gather and use all customer data provided in the contract, (b) transfer this data abroad including to countries that do not have regulations comparable to Swiss data protection laws, (c) transfer such data for processing to foreign Avis companies that are part of the Avis Rent A Car System or part of Avis Europe Group, and (d) inform the renter about Avis services.

**21. Applicable law/Jurisdiction:** This Agreement is governed by Swiss law. The **District Court of Bülach/Switzerland** has jurisdiction. If Avis assigns any claim pursuant to Article 18 to an assignee abroad, the regular courts at the renter's domicile or customary place of residence shall have jurisdiction.

**22. Currency conversion:** If the renter has chosen to pay in a currency other than that used by Avis when the quote was prepared, the exchange rate used is based on the Citibank wholesale rate plus 4% with this currency conversion service being provided by Avis