

General Terms and Conditions YellowDrive

Post Company Cars Ltd



1. Scope and subject matter of the contract

- 1.1 These General Terms and Conditions (GTC) govern the rental relationship between customers (hereinafter referred to as the "Customer") and Post Company Cars Ltd, Stöckackerstrasse 50, 3030 Bern, Switzerland (hereinafter referred to as "Post Company Cars").
- 1.2 The following documents in descending order of priority form integral components of the contract:
 - the General Terms and Conditions of YellowDrive (hereinafter GTC);
 - the [General Terms and Conditions of Insurance](#);
 - the [YellowDrive fee information sheet](#) which sets out individual, usually one-off, expenses (e.g. flat-rate cleaning fees) incurred by the customer. Post Company Cars reserves the right to adjust these prices at any time.
 - the [damage catalogue for passenger vehicles](#), which records accepted and unaccepted signs of use or damage for vehicle evaluation. Post Company Cars reserves the right to amend these at any time.
 - the [damage catalogue for delivery vans](#), which records accepted and unaccepted signs of use or damage for vehicle evaluation. Post Company Cars reserves the right to amend these at any time.

2. Conclusion of a contract

- 2.1 The following preconditions must be met in order to conclude a contract:
 - The customer is a legal entity, a partnership or a sole proprietorship that has a company identification number and has its head office, branch or place of residence in Switzerland.
 - The company employee must be the authorized representative to take over the vehicle.
 - The customer must have sufficient credit standing.
 - The main driver specified by the customer in the contract must have a domicile in Switzerland and a valid driving licence for the corresponding vehicle category.
- 2.2 Post Company Cars shall check the preconditions in accordance with section 2.1 and shall decide freely whether or not a contract is concluded with the Customer. After successful verification, Post Company Cars issues a pre-signed contract which takes effect upon signature by the Customer.

Contract

3. Contract duration

- 3.1 The contractual partners agree on a minimum term. The contract ends automatically upon expiry of the minimum term. This begins when the vehicle is handed over to the customer or a person designated by the customer.
- 3.2 The Customer has the obligation to pay the monthly flat fee in accordance with the contract until the end of the contract. The final invoice shall be issued in accordance with section 25.

4. Ordinary termination

- 4.1 The contract may be terminated by either party for the first time after a period of three months with a notice period of 30 days from the relevant reference date. There is no ordinary option of termination for a contract with a term of less than six months. Exceptional termination in accordance with section 5 is reserved.

5. Extraordinary termination by Post Company Cars

- 5.1 Post Company Cars is entitled to terminate the contract without notice for good cause. An important reason (not exhaustive) is:

- if the Customer is in arrears with the payment of the monthly flat fee, and also after 15 days from the 1st reminder does not make a full payment;
- if the vehicle loses its licence to drive, is seized or confiscated by the authorities for reasons for which the customer or a beneficial owner is responsible;
- circumstances occur for the Customer which could jeopardize or complicate the enforcement of the rights of Post Company Cars;
- threatens to cause a significant deterioration in the Customer's financial situation or has already occurred;
- the Customer loses, becomes incapacitated or dies;
- the insurance for the vehicle can no longer be taken out under acceptable conditions for reasons attributable to the customer or an authorized user, or the insurance cover for the vehicle no longer applies;
- the Customer causes excessive wear and tear at the discretion of Post Company Cars on the vehicle;
- the vehicle suffers total loss or the cost of repair, maintenance or other work on the vehicle is excessive for Post Company Cars at its discretion;
- the Customer or a authorized user uses the vehicle in breach of the law or contract, permits such use or uses services in breach of the contract;
- if, at the time of concluding the contract, the Customer provided false information about his personal or financial circumstances or concealed facts that, had Post Company Cars been aware of, would not have concluded the contract;
- if the Customer moves his place of residence or registered office abroad or if the main driver surrenders or is required to surrender his driving licence;
- the Customer refuses to provide the information required to fulfil the legal and regulatory obligations of Post Company Cars;
- a domestic or foreign criminal investigation is opened against the customer or the main driver.

Vehicle

6. vehicle ownership

- 6.1 The vehicle remains the property of Post Company Cars for the entire duration of the contract. The Customer must indemnify the Customer against third-party rights. It may not sell, sub-lease, pledge, give as a gift or transfer it to a third party for security purposes. Post Company Cars is entitled to have the entry "Change of owner prohibited" (code 178) entered in the vehicle registration document.
- 6.2 Post Company Cars may request the return of the vehicle from the Customer at any time and exchange it for an equivalent vehicle (same vehicle category).
- 6.3 Post Company Cars may carry out an inspection or have it carried out in consultation with the Customer. The latter is obliged to grant Post Company Cars access to the location where the vehicle is located. If conduct by the Customer is found to be in breach of contract during the inspection, it shall bear the associated consequences and costs.

7. Telemetry

- 7.1 The Customer is not authorized to install or connect data entry devices independently in the vehicle. Any type of hardware or software manipulation aimed at data capture is strictly prohibited.
- 7.2 By signing this contract, the Customer agrees that, depending on the technical possibility, Post Company Cars may install hardware in the vehicle or record data via an API interface. This can generally include kilometre reading, consumption, maintenance and fault reports, driving data, routes and locations. The data collected will be anonymized and used exclusively for the development of our services. Furthermore, we refer to the [privacy policy for YellowDrive](#), in which we inform you how we process your data.

8. Vehicle handover

- 8.1 Unless otherwise agreed, the vehicle will be handed over to the customer or a person designated by the customer at the company location of Post Company Cars, Stöckackerstrasse 50, 3030 Bern, Switzerland. The vehicle is handed over to the customer by Post Company Cars in an operationally safe condition. When the vehicle is handed over, a handover protocol is created and signed by each other. This includes kilometre and fuel level/charge level and vehicle condition. Any defects not already noted must be reported in writing by the Customer or a designated person within 24 hours of the time the vehicle is handed over to Post Company Cars. If no such notification is received, the vehicle shall be deemed to have been duly handed over. If the vehicle cannot be handed over to the Customer or cannot be handed over on time, the Customer shall not be entitled to any compensation or compensation. If the vehicle cannot be handed over to the customer on the agreed date due to the customer (e.g. if the customer does not show up), Post Company Cars is entitled to terminate the contract without notice. If the customer does not show up to hand over the vehicle, he will be liable to pay Post Company Cars a flat fee compensation in accordance with the [YellowDrive fee information sheet](#). Post Company Cars reserves the right to claim further compensation.

9. Vehicle return

- 9.1 The Customer is obliged to hand over the vehicle together with all vehicle documents, all keys and navigation CDs, fully equipped (including second wheelset, if available), cleaned, fully refuelled/fully loaded in accordance with the regulations and the contract, at the location specified by Post Company Cars on the last effective contract date. The Customer is also obliged to ensure that all personal data (such as navigation data, contact data or similar) has been deleted from the vehicle software. Applications on external devices (e.g. mobile phones, tablets or similar) that grant access to vehicle data must be decoupled and deleted by the customer before the vehicle is returned. The Customer has no right of retention.
- 9.2 If the Customer does not return the vehicle to the location specified by Post Company Cars in good time, Post Company Cars is automatically entitled to have the vehicle collected at the Customer's expense. The customer expressly agrees to this procedure. The Customer shall owe Post Company Cars remuneration amounting to the monthly pro rata fee for the duration between the timely and effective return. The Customer must continue to fulfil his contractual obligations during this period.

10. Guidelines for vehicle condition & testing

- 10.1 The vehicle is checked by Post Company Cars or by an expert commissioned by Post Company Cars. Any damage and defects will be recorded in a return protocol. Information on vehicle checks and the cost implications is set out in the [damage catalogue for passenger vehicles](#) and the [damage catalogue for delivery vans](#) as well as in the [YellowDrive fee information sheet](#).

11. Authorized users and use of the vehicle

- 11.1 The Customer may entrust the vehicle to the main driver specified in the contract as well as to third parties (hereinafter "authorized users") for use on condition that the latter fulfil the conditions applicable to the main driver and comply with the obligations in accordance with the GTC. The Customer must check and ensure that this is the case. It shall be liable to Post Company Car for the conduct of authorized users and for its own.
- 11.2 The Customer shall use the vehicle for commercial purposes. This includes the use of the vehicle by an employee for commuting to work and for private use. The Customer is responsible for observing the tax and customs regulations for the use of the vehicle.
- 11.3 The use of the vehicle for driving school purposes, journeys in return for payment (e.g. taxis), motorsport events, driving safety training courses, whipping courses, towing or moving other vehicles as advertising charges, for the transport of dangerous goods and for journeys on unsuitable roads or on roads not secured offside is not permitted.
- 11.4 The authorization covers journeys mainly in Switzerland and the Principality of Liechtenstein. The main driver and authorized users residing in Switzerland and the Principality of Liechtenstein may only use the vehicle in the following countries: Portugal, Spain, France, Austria, Germany, Belgium, the Netherlands, the United Kingdom, Ireland, Denmark, Norway, Sweden and Finland. Abroad, the Customer is obliged to bring any additional required documents and safety accessories (e.g. high visibility vests, etc.). For insurance coverage, please refer to Art. 7 of the [General Terms and Conditions of Insurance](#).
- 11.5 Non-compliance with travel restrictions to non-permitted countries will result in the nullity of the contract and the loss of liability limitation and theft protection. The customer will be charged for any

incidental expenses incurred and for the seizure of the vehicle by the border police.

Customer's obligations

12. General obligations of the Customer

- 12.1 The Customer or persons who use the vehicle undertake to use or to have the vehicle used with due care at all times. In particular, they have the following obligations:
- Compliance with legal obligations (including traffic regulations in Switzerland and abroad) in connection with driving a vehicle;
 - the vehicle must be secured against theft (locking and unlocking of windows and doors);
 - ensure that the vehicle is always in a safe condition in terms of service and traffic;
 - not drive under the influence of alcohol, medication or drugs or in other conditions that influence the driver's ability to react (e.g. fatigue or illness);
 - the transport of flammable, explosive, toxic or otherwise dangerous substances is prohibited;
 - compliance with technical requirements and operating instructions when using the vehicle;
 - the vehicle must be kept clean throughout its useful life. Pollution includes the transport of animals without a transport box mounted in the vehicle. Cleaning costs are charged separately in accordance with the [YellowDrive fee information sheet](#);
 - Smoking in the vehicle is not permitted; damage will be rectified at the customer's expense upon return of the vehicle (see [YellowDrive fee information sheet](#));
 - not to make any visual or technical changes to the vehicle or to arrange for third parties to carry out their own repairs, maintenance, tyre changes or service work;

13. Reporting and cooperation obligations

- 13.1 The following events must be reported by the customer within 24 hours by email (service.companycars@post.ch):
- Changes to customer or main driver details made upon conclusion of the contract (e.g. name, address, place of residence, company address, etc.);
 - Loss of a valid driving licence (e.g. withdrawal) for the customer or main driver;
 - the need for repairs or maintenance or tyre changes;
 - indications of a vehicle defect (e.g. when warning lights come on or abnormal sounds, smells or other circumstances occur);
 - accidents, breakdowns or damage of any kind;
 - looming or carrying out seizure, retention, requisition, arrest or confiscation of the vehicle or initiation of bankruptcy proceedings where applicable;
 - attempted or accomplished crime in connection with the vehicle;
 - Loss of the vehicle;
 - The customer must report accidents and other damage events using the Post Company Cars [claims notification](#) form. In the event of an accident, the police must be notified and a police report must be drawn up.
- 13.2 In the event of threatened or successful seizure, retention, requisition, arrest or confiscation of the vehicle or initiation of bankruptcy proceedings, the Customer is obliged to inform the relevant debt collection or bankruptcy office or the criminal investigation authority as well as other relevant authorities in Switzerland or abroad immediately of the ownership of Post Company Cars in the vehicle. The Customer must ensure that all authorized users also fulfil these obligations. The Customer shall bear the costs incurred by Post Company Cars in asserting its ownership of the vehicle.
- 13.3 If the Customer fails to provide this information and as a result incurs additional costs and expenses for Post Company Cars, Post Company Cars shall be entitled to invoice the Customer for these costs. Insurance coverage may also be waived.

14. Maintenance

- 14.1 The Customer is obliged to comply with the manufacturer's instructions for use, maintenance and servicing as well as any official instructions (e.g. technical checks). The necessary maintenance and servicing work must be carried out exclusively with the prior agreement of Post Company Cars and at a partner garage designated by it. The Customer is responsible for coordinating the appointments with the relevant partner garage.

15. Tyre replacement and seasonal tyre change

- 15.1 The Customer is obliged to comply with the legal requirements concerning the tyres of the vehicle. The required tyre changes must be made in consultation with Post Company Cars at a partner garage designated by the latter. The Customer shall coordinate the appointments with the partner garage concerned independently. Post Company Cars alone decides on the size, the make, the brand and the material of the respective tyres.

16. Fines

- 16.1 All fines, penalties and other costs (including legal, court or procedural costs and third-party claims) for any unlawful conduct committed by the Customer (or a authorized user) shall be borne by the Customer or in connection with unlawful conduct. The supplier must indemnify Post Company Cars in such cases.
- 16.2 At the request of the authorities, courts and other parties, Post Company Cars is entitled to disclose information and personal data (including those authorized to use it) received from the Customer and made accessible. The Customer undertakes to notify Post Company Cars of the first and last names and addresses of the authorized user, in particular. The Customer will be invoiced for the administrative fees incurred as a result in accordance with the [YellowDrive fee information sheet](#).

17. YellowDrive services

- 17.1 The services included in the monthly flat fee are:
- the use of the vehicle during the agreed term and for the kilometres agreed on a monthly basis (cf. 16.3);
 - Summer and winter wheels incl. change;
 - motorway tax sticker in Switzerland for the duration of the contract;
 - all registration fees, vehicle taxes and duties
 - Insurance in accordance with sections 18 to 20;
 - 24-hour breakdown and accident service for towing a vehicle that is no longer in motion in the event of a technical breakdown or recovering the vehicle after an accident;
 - Replacement vehicle for scheduled maintenance work (excluding repair due to damage caused by a vehicle when it is running, an accident or violence);
 - all services, wear and tear and repairs incurred, provided they were not caused by use by the Customer in breach of the contract (cf. section 11 below).
- 17.2 Services excluded from the monthly flat fee are:
- All other costs associated with the operation and holding of the vehicle shall be borne by the Customer (fuel consumption/electricity consumption, cleaning costs during the contract period and in connection with the return of the vehicle, etc.)
- 17.3 Both the number of kilometres per month included in the monthly fee and the costs for each additional kilometre travelled ("additional kilometre") are set out in the contract. Changes to the contractually agreed number of kilometres per month can also be agreed upon at the request of the Customer during the term - subject to a corresponding change to the monthly fees - provided Post Company Cars agrees to this. The costs for any additional kilometres are generally invoiced in the final invoice after the vehicle has been returned, based on the data from the speed/kilometre counter in the vehicle. Any kilometres below this limit will not be credited to the Customer.
- 17.4 The fees for additional services not mentioned in section 17.1 are included in the [YellowDrive fee information sheet](#). The Customer undertakes to pay the amounts invoiced.

Insurance

18. Insurance benefits

- 18.1 The customer or authorized users are insured under an insurance policy taken out by Post Company Cars as part of the monthly flat fee. This includes the following services:
- Liability insurance
 - fully comprehensive insurance
 - Waiver of gross negligence (subject to the exceptions set out in the GTC)

The [General Terms and Conditions of Insurance](#) published on the CompCar website apply to the Customer or authorized users.

19. Insurance benefits not covered

- 19.1 Unless otherwise agreed with the Customer, the following insurance benefits are not covered by Post Company Cars as part of the monthly flat fee:
- parking damage insurance
 - passenger insurance
 - traffic legal protection insurance

20. Excess and liability of the Customer

- 20.1 The Customer bears the contractually agreed excess for each claim as part of fully comprehensive insurance.
- 20.2 If insurance payments are excluded from insurance or reduced due to the culpable conduct of the Customer, Post Company Cars is entitled to invoice the Customer for any damages not covered by the insurance. The Customer undertakes to reimburse this amount to Post Company Cars.

Prices and payment methods

21. Monthly flat fee

- 21.1 The Customer shall pay Post Company Cars a fixed monthly fee (including VAT) which includes all services described in these GTC. The monthly fee is set out in the contract.
- 21.2 If the vehicle cannot be used by the customer or authorized user for any reason (e.g. maintenance or repair), the customer remains obliged to pay the monthly fee on time.

22. Payment terms

- 22.1 Post Company Cars shall invoice the Customer for the monthly flat fee (incl. VAT) at the beginning of the month. The payment deadline is 30 days from receipt of the invoice. The Customer must pay the remaining costs invoiced within the same period.

23. Delay

- 23.1 If an invoice is not settled within the payment period, the Customer shall automatically be deemed to be in default without an additional reminder. The payment dates are therefore due date transactions. If, 15 days after the 1st Reminder: if all outstanding invoices have not been settled, Post Company Cars is entitled to terminate the contract without notice (cf. section 5) and to collect the vehicle. Post Company Cars is entitled to invoice the Customer for all costs incurred as a result of the default and the collection of the vehicle and the fees in accordance with the [YellowDrive fee information sheet](#), for example:
- A flat fee expense for expenses incurred as a result of extraordinary termination; costs related to collection or seizure of the vehicle, such as the costs of hiring in specialized external service providers;
 - Monthly flat fees until the end of the contract.
 - Payment collection costs.

From the date of default, the Customer shall owe Post Company Cars default interest of 5% per annum.

24. Changes in taxes and public-sector levies

- 24.1 Changes to taxes or public-sector levies during the term of the contract result in adjustments to the corresponding prices (such as the monthly fee, other fees noted in the GTC and the rates set out in the [YellowDrive fee information sheet](#)).

25. Final account

- 25.1 After returning the vehicle, Post Company Cars creates a final invoice with the following elements (non-exhaustive list):
- Charge for the effective term in the month in which the vehicle is handed over and in the month in which the vehicle is returned;
 - any costs for exceeding the agreed kilometres in the contract in accordance with the agreed rate for additional kilometres;
 - any costs for damages that are not accepted by the damage catalogue;
 - any costs for the replacement or replacement of documents, keys and other accessories;
 - Any costs for refuelling or loading the vehicle (fuel and loading costs as well as the time required for this), provided that the vehicle is not returned fully refuelled or fully loaded as agreed.

The Customer is obliged to settle the amount in accordance with the final invoice within 30 days of the invoice date.

26. Data protection clause

- 26.1 The Customer authorizes Post Company Cars to forward and process the data provided to it as part of the contractual relationship in order to fulfil its contractual and legal obligations, to ensure that a high quality of service is provided, and to maintain customer relationships within Swiss Post Group. There are situations where Post Company Cars is required to disclose personal data to authorities, courts or insurance companies due to legal obligations. Such transfers shall always be made in compliance with the legal provisions. Furthermore, we refer to the [privacy policy for YellowDrive](#), in which we inform you how we process your data.

27. Confidentiality

- 27.1 The parties shall treat all facts and information, which are neither evident nor publicly accessible, as confidential. This duty of confidentiality shall also apply prior to the conclusion of the contract and shall continue after termination of the contractual relationship.
- 27.2 The parties shall transfer the duty of confidentiality to their employees, subcontractors, sub-suppliers and any other third-party companies engaged.
- 27.3 The duty to maintain confidentiality does not apply if there is an obligation to disclose the confidential information due to an enforceable official or judicial order or mandatory law. The other

party must be informed in advance, insofar as this is legally permissible.

28. Involvement of third parties

- 28.1 Post Company Cars Ltd may engage third parties to provide its services (e.g. suppliers, subcontractors).

29. Liability of Post Company Cars

- 29.1 Post Company Cars assumes no responsibility for damages or consequential costs incurred by the Customer as a result of the performance of the contractual relationship, unless these damages or consequential costs were caused intentionally or by gross negligence on the part of Post Company Cars. Post Company Cars explicitly excludes any liability for indirect or indirect damage, such as loss of profit or loss of business.

30. Assignment and settlement of accounts

- 30.1 Post Company Cars is expressly authorized to assign this contract and/or the rights arising from it, in whole or in part, to third parties without the prior consent of the Customer.
- 30.2 The Customer is entitled to assign this contract or the rights arising from it to a third party only with the prior written consent of Post Company Cars. The offsetting of counterclaims by the Customer with the monthly flat fees owed to Post Company Cars is not permitted.

Final provisions

31. Amendments to the General Terms and Conditions

- 31.1 Post Company Cars Ltd can amend the GTC at any time. Except in the case of urgency, the amendments shall be announced in an appropriate manner beforehand. In the absence of written objection within one month of notification, the amendments shall be deemed to have been approved. In the case of objection, the Customer shall be free to terminate the business relationship with immediate effect.

32. Severability clause

- 32.1 Should individual provisions of these GTC be invalid, incomplete or unlawful, or should performance be impossible, this shall not adversely affect the effectiveness of the other parts of the contract. In this case, the Parties undertake to shall immediately replace the provision in question by an admissible effective provision which in terms of content comes closest to the original intention, unless this conflicts with consumer protection provisions.

33. Place of jurisdiction and applicable law

- 33.1 The place of jurisdiction is the registered office of Post Company Cars (Bern). However, Post Company Cars is also entitled to take legal action against the Customer at its registered office. Swiss law shall apply to the application and interpretation of this contract.