

General Terms and Conditions

"Fleet management"

Issued in October 2021

1. Area of validity and subject of the contract

These General Terms and Conditions (GTC) govern the relationship between the customers (hereinafter referred to as the "customer") and Post Company Cars Ltd (hereinafter referred to as "Post Company Cars") for the procurement of fleet management services in Switzerland (vehicle matriculation and operation in Switzerland).

2. Vehicle ownership

Every vehicle financed by Post Company Cars will remain the property of Post Company Cars for the duration of the contract term.

The customer gives his express consent and authorizes Post Company Cars to add the entry "Halterwechsel verboten" (change of holder forbidden) (code 178) to the vehicle licence and to the retention of title register at any time. The customer assumes direct use of the vehicle from the supplier in place of the owner. The customer is thus obliged to notify Post Company Cars immediately and in writing of the vehicle's garnishment, retention, requisition or levy of execution, or the initiation of bankruptcy or administration proceedings against him, and to notify the respective debt collection office or bankruptcy authority that the vehicle belongs to Post Company Cars. The customer acknowledges that he cannot infer any claims on Post Company Cars in such cases. He is liable to Post Company Cars for all costs which the latter may incur while preserving its interests as the owner.

3. List of fees

In addition to the prices agreed in the service agreement (including annexes), the list of fees specifies the prices for the other services provided by Post Company Cars Ltd in a transparent manner. Post Company Cars Ltd reserves the right to adjust these prices at any time.

4. Terms of payment

The obligation to pay the monthly flat rate set out in the preliminary/individual contract begins at the time the vehicle is delivered. The flat rate is billed monthly in advance by Post Company Cars with a payment deadline of 30 days. All services used by the customer which are not included in the flat rate are billed retrospectively by Post Company Cars on a monthly basis with a deadline of 30 days. Statutory VAT is charged in addition to the calculated amount. The customer may not settle outstanding payments by means of counterclaims.

If the customer defers payment of a monthly flat rate or another payment for more than 30 days, default interest must be paid at a rate of 5% per year.

5. Liability of Post Company Cars

Post Company Cars will not be held responsible nor will it accept any liability for damage or subsequent damage suffered by the customer as a result of the contractual relationship, unless the damage or subsequent damage was caused intentionally or through gross negligence on the part of Post Company Cars.

Post Company Cars will not be held liable for indirect losses such as lost profit or service interruptions.

6. Contractual amendments and additions

Amendments and additions must be made in writing and signed by both parties.

7. Severability clause

Should individual provisions of the concluded contract contain omissions, be legally invalid or impossible to implement for legal reasons, the validity of the other provisions of the contract will not be affected. In this case, the parties will agree on a valid provision which comes closest from a commercial perspective to replace the provision concerned.

8. Communications

The customer undertakes to inform Post Company Cars in good time of changes to residential/head office addresses, delivery and correspondence addresses and other information which affect communication (e.g. changes to name or company, change of telecommunication numbers, etc.).

9. Authorizations to obtain information

The customer authorizes Post Company Cars to obtain from public authorities, the central office for credit information (ZEK) and the information office for consumer credit (IKO), all information required to perform the contract, and to notify the ZEK and the IKO of the contracts and their execution. Any data blocks ordered by the customer are deemed to be irrevocably rescinded vis-à-vis Post Company Cars. The customer acknowledges that in the event of a new financing application, the ZEK and the IKO will inform their affiliates of the contractual obligations on request.

Furthermore, the customer authorizes Post Company Cars to gather the information required under money laundering legislation to execute the contracts.

10. Data protection clause

The customer agrees that Post Company Cars may forward and process data it obtains in relation to the contractual relationship in order to fulfil its contractual and statutory obligations, to ensure a high level of service quality and to maintain the customer relationship within Swiss Post Group. Post Company Cars will ensure that these data are not made accessible to third parties outside Swiss Post Group.

11. Authoritative version

The General Terms and Conditions of Post Company Cars are published in German, French, Italian and English. In the event of discrepancies, the German version is authoritative.

12. Amendments to the General Terms and Conditions

Post Company Cars reserves the right to amend the General Terms and Conditions at any time.

13. Place of jurisdiction and applicable law

The place of jurisdiction is the location of the Post Company Cars head office (Berne). However, Post Company Cars is also entitled to prosecute the customer at the location of the customer's head office.

The application and interpretation of this agreement are subject to Swiss law.