

# GTC

Sports Car Rental  
Supercar Sharing AG  
Switzerland

# SUPERCAR SHARING AG

## General Terms and Conditions (GTC) for sports car rental

### 1. Parties

The lessor is Supercar Sharing AG, based in 8048 Zurich at Badenerstrasse 549 (hereinafter referred to as the lessor/lessor). The lessee is the respective natural or legal person registered in the rental agreement who rents a vehicle of the lessor.

### 2. Conclusion of contract and tariffs

2.1. The reservation/booking of the desired vehicle group made by the lessee is a binding offer within the meaning of Art. 4 et seq. of the Swiss Code of Obligations. The contract is concluded by confirmation of the lessor to the tenant (conclusion of contract). We reserve the right to pay the rent in full for the entire rental period prior to the start of the rental period.

2.2. The lessor reserves the right to offer another vehicle category if the booked vehicle category is no longer available.

#### 2.3. Applicable tariffs

The rates are communicated to the tenant in advance through the website and other communication channels or brought to the attention of the tenant at the start of the rental. By concluding the contract, the lessee confirms that he has previously taken note of the tariffs applicable to the contract between him and the lessor and of these general conditions.

### 3. Obligations of the tenant

3.1. Restrictions on use: It is forbidden to use the vehicle:

- 3.1.1. For races, skidding courses, driving courses or similar as well as as driving school cars;
- 3.1.2. As a tow truck or towing vehicle and similar.;
- 3.1.3. Providing false personal details such as age, name, address, etc.;
- 3.1.4. Under the influence of alcohol, drugs, medications and stimulants;
- 3.1.5. In overloaded or unroadworthy condition;
- 3.1.6. For the passage of riverbeds or similar off-road operations (especially in cases of vehicles with 4x4 drive);
- 3.1.7. For commercial use, in particular for the transport of persons or goods against payment and for subletting;
- 3.1.8. For the transport of flammable, explosive, toxic or dangerous substances

3.2. Maintenance and use of the vehicle

The lessee undertakes to drive the vehicle carefully and must observe all regulations relevant to the use of such a vehicle (in particular the Motor Vehicles Act and the Road Traffic Act) and regularly check during the rental period whether the vehicle continues to be in operational and roadworthy condition. Despite careful inspection of vehicles by one of our supercar sharing partners, each renter is responsible for operational safety during the rental period. Before starting the journey, the renter must inform himself about the correct operation of the vehicle by means of the operating manual contained in the vehicle and comply with the relevant regulations and recommendations as well as regularly check the level levels for oil and water as well as tyre pressure. All fuel costs shall be borne by the renter. However, smoking, eating and drinking soft drinks are prohibited in the car in order to protect the common good of other tenants. The vehicles are **not** allowed in the car wash. Only vehicle users aged 28 and over who have a driving licence valid in Europe and Switzerland with at least 6 years of driving experience in the original may rent our sports cars. Special cars marked by Supercar Sharing, limited vehicles and hypercars, receive a driving authorization from 35 years and at least 10 years of driving experience.

### 3.3. Repairs

Repairs during the rental should always be carried out by the lessor and her partner brand garages. The repair is covered by insurance. Excluded are all those cases in which the tenant is responsible for the costs, e.g. on the basis of clause 15 ff of these terms and conditions.

### 3.4. Accidents and other claims, as well as fines and driving bans

All cases of damage must be reported immediately to the lessor. A claim form must be completed in all cases. Operating damage caused by negligent handling (e.g. self-inflicted tyre damage, incorrect refuelling, mechanically caused damage due to incorrect handling) and the associated consequential costs are not covered by the insurance and will be charged in full to the renter. This also applies to damage to the vehicle due to engine over-revving, shifting, launch control, excessive tyre wear or any kind of incorrect manipulation. This damage can be detected by computer. The renter must ensure that the vehicle is safely locked and parked. For damage to the vehicle unnoticed or concealed by the renter, which is discovered after the return, the lessor can still make the renter liable subsequently. In the event of intentional or grossly negligent causation of an accident as well as alcohol- or drug-related unfitness to drive, any deductible shall lapse and may be held liable for all damages uncovered. Anyone who drives several laps unnecessarily in a city or region and causes noise and thus a driving ban for the vehicle arises, will be punished with a lump sum of 1,000.- CHF administrative costs and will be held fully liable in the event of further sales losses in the amount of the daily rent / daily rates.

## 4. Rebooking & Cancellation

### 4.1. Fahrzeugmiete

Upon reservation, the full rental amount (100%) is to be paid immediately. After conclusion of the contract, the renter can withdraw from the contract or make a rebooking up to a maximum of five (7) days before the agreed day of the rental start (takeover of the vehicle; hereinafter the start of the rental period). The paid rental amount then remains with the lessor and can not be claimed. Withdrawal from the contract must be made within the period of:

**Supercar Sharing AG,**  
Badenerstrasse 549, CH-8048 Zurich,  
Phone: +41 44 505 67 76,  
E-Mail:office@supercarsharing.com

five (5) working days before arrival in writing, by e-mail. Decisive is the time of receipt of the e-mail by the lessor. A rebooking is only possible if the vehicle desired by the rental company is available.

### 4.2. Supercar Tour

When reserving a vehicle for a multi-day sports car tour, the full rental amount (100%) must be paid. Only upon receipt of payment, the reservation or booking of the vehicle for the tour is binding. After conclusion of the contract, the renter can withdraw from the contract up to a maximum of fourteen (14) days – low season or up to a maximum of twenty-one (21) days – high season – before the agreed day of the rental (takeover of the vehicle; hereinafter rental start) or make a rebooking free of charge. 10 percent of the rental amount remains with the lessor as an expense allowance and cannot be claimed.

The withdrawal from the contract for a sports car tour must be communicated within the period of Supercar Sharing AG, Badenerstrasse 549, CH-8048 Zurich, Tel.: +41 44 505 67 76, E-Mail.: office@supercarsharing.com five (5) working days before arrival in writing, by e-mail. Decisive is the time of receipt of the e-mail by the lessor. A rebooking is only possible if the vehicle desired by the rental company is available.

#### 4.2.1. Definition of the season

<b>Low season:</b> 01 March – 30 April   01 October – 28 February
<b>High season:</b> 01 May – 30 September

## 5. Non-acceptance of the vehicle

If, for whatever reason, the lessee does not take over the vehicle from the lessor on the agreed date or does not start his tour, the lessee is immediately obliged to pay the lessor a lump sum of CHF 500 in addition to the rent for each vehicle not taken over. The lump sum for cancellation shall be charged in addition to the rent owed in accordance with Section 4.

## **6. Prerequisite in the person of the renter / additional driver**

- 6.1. The Lessor reserves the right, irrespective of the requirements defined below, to refrain from renting without giving reasons or to exercise it.
- 6.2. Valid driving licences issued in non-EU countries are treated as equivalent to a Swiss driving licence if:
  - a.) no visa is entered in the passport to be presented by the renter;
  - b.) The renter has a visa in the passport to be presented and has not been in Europe for more than 6 months at the time of taking over the vehicle;
- 6.3. For driving licences whose writings cannot be read in Switzerland, an international driving licence is also required.
- 6.4. Should the tenant meet one of the requirements according to para. 6 at the conclusion of the contract or commencement of the rental period, the Lessor is entitled to withdraw from the contract without further ado and to refuse to hand over the vehicle. This applies in particular in the event that the tenant has provided false information (e.g. regarding his age) when making the reservation/booking. In any case, the Lessor reserves the right to indemnify itself from the rent already paid for its expenses incurred (see also Section 4).
- 6.5. The vehicle may only be driven by the renter. If one or more additional drivers have been agreed upon at the time of reservation/booking, these requirements must also be met in accordance with para. 6. Should the additional driver or drivers meet one of these requirements pursuant to para. 6, none of these additional drivers is entitled to drive the rented vehicle. Otherwise, the tenancy remains unaffected. In this case, the lessee is neither entitled to withdraw from the contract nor to reclaim the additional amount paid for the additional driver from the lessor.
- 6.6. The Lessor reserves the right to waive a handover without giving reasons, in particular if there are doubts about the driving ability of the driver and/or renter. Non-delivery shall be dealt with in accordance with Section 5.

## **7. Vehicle handover / rental start**

- 7.1. The renter is obliged to pay the full rental amount (100%) when reserving a vehicle.
- 7.2. The renter is obliged to send the following documents as a copy of the lessor when confirming the booking of the vehicle and to present them in the original when taking over.
  - a) A valid driving licence and, under certain circumstances, an international driving licence (cf. point 6);
  - b.) One to two valid credit cards that cover the rental price or the deposit, according to clause 10
  - c.) A passport or a Swiss identity card or an identity card from an EU country that is valid for at least three months beyond the end of the tenancy.

7.3. For the rental of one of the offered vehicles, an approval amount (amount is at the discretion of the lessor) is requested in advance and, if necessary, blocked on the credit cards. The blocked minimum amount of the deposit is 3.000 - 20.000 CHF.

7.3.1. Waiver of deposit for club membership

The deposit is not required for an active club membership. The insurance conditions and all associated liabilities (Section 8) remain unaffected.

If one of these documents is not available when taking over the vehicle, the Lessor is entitled to refuse to hand over the vehicle without further ado. In this case, the lessor reserves the right to indemnify himself from the rent already paid for their expenses incurred (Section 4).

7.4. If the renter picks up the rental vehicle after the agreed time and the lessor has agreed to this procedure in writing, only the pro rata rent for the period used remains owed.

7.5. Vehicles are handed over to the renter in a safe condition. On the occasion of the start of the rental period, the lessee must satisfy himself of the correctness of the mileage and the fuel level of the vehicle specified by the lessor as well as of the complete and correct entry regarding accident and other damage on the handover protocol or on the rental contract as well as the absence of other defects (including the absence of vehicle documents, insurance certificate, tools, spare wheel, warning triangle and first aid kit and other accessories, etc.) and to inform the lessor on site immediately of any differences.

The lessor reserves the right to change parts or all of the services or to cease publication temporarily or permanently. The lessor is not liable for the unauthorized misuse of personal user data by third parties.

## 8. Liability and insurance

8.1. Liability of the tenant towards the lessor

In the event of damage, the tenant assumes a deductible of CHF 25,000 (without deposit). In any case, Supercar Sharing AG or the insurance company may take recourse against the lessee or the driver of the vehicle in accordance with the insurance contract and the provisions of the Federal Act on the Insurance Contract (VVG). The renter is also liable for expenses that exceed this excess if he has used the vehicle through gross negligence or improperly (includes the shutdown of the ASR, ESP, launch button, etc.). For any damage that is not covered by the insurance (for example, rear-view mirrors, rims, etc.), the deposit of the tenant, which is declared in the rental contract as a deposit, is liable. The tenant is also liable in the event of theft or attempted theft with the deposited deposit for the resulting costs of repatriation, loss of rent and other associated costs.

8.2. Liability in case of transfer of the vehicle to third parties

If the vehicle is handed over to a third party, the lessee must have his behaviour credited as his own and shall be fully liable to the lessor for any resulting damages.

8.3. Scope of liability

In addition to the actual damage (e.g. vehicle value or repair costs, depreciation due to damage, transport, liability deductible and loss of bonus), the renter's liability for damages includes the costs of an expert opinion and a processing fee of CHF 500.- In the event of damage, the Lessee is entitled, in the event of damage, up to twenty-four (24) hours after

termination of the rental agreement, the cause of the damage, scope and quantification of the damage by a specialist appraiser at the expense of the Lessee. to be established. The lessee agrees that the determination and the quantification of damage of such an expert opinion with binding effect on him will be used as a basis for the settlement of claims. If the vehicle cannot be used by the Lessor as a result of damage, it may invoice the loss of use for the duration of the repair at the flat-rate daily rates agreed with the Lessee. In the event of a total loss, a loss of use of 14 days will be invoiced at a flat rate.

## 9. Deposit

The Lessor is entitled to demand an appropriate deposit in addition to the rental fee at the latest upon delivery of the vehicle in the event of damage, destruction or theft of the vehicle. The deposit will, in the event of damage or theft of the vehicle in full and refunded to the lessee after completion of the repair minus the claims for damages of the lessor. If it is a Supercar Sharing Club member, the deposit is waived completely.

### 9.1. Vehicle categories and deposit classes

The lessor classifies the vehicles into categories with corresponding deposit classes.

The list of categories is as follows

CATEGORY	MODELL EXAMPLE	DEPOSIT	MIN. AGE
A+	Lamborghini Aventador SVJ, Lamborghini Huracan STO, Ferrari SF 90, McLaren 765LT	15.000 CHF / EUR	30
A	Lamborghini Huracan EVO Spyder, Aventador LP 700, Ferrari F8 Tributo, Maserati MC20, McLaren 720S Spider, Mercedes AMG GT R Pro, 911 GT3	8.000 CHF / EUR	26
B+	Lamborghini Huracan Spyder, Ferrari 488 Spider, McLaren 720S Coupe, McLaren 570S Spider, Aston Martin DB11 Roadster, LP 610	6.000 CHF / EUR	25
B	Ferrari 488 GTB, Lamborghini Huracan LP 580, McLaren 570S Coupe, Aston Martin V8 Vantage Roadster, DB11	5.000 CHF / EUR	25
C	Mercedes AMG GTC Roadster, Porsche 911 Carrera 4S PDK, Aston Martin V8 Vantage Coupe, Bentley Bentayga V8	5.000 CHF / EUR	25
D	Maserati Levante GranLusso, Maserati Ghibli V6s,	3.000 CHF / EUR	25

## 10. Rent

10.1. In principle, the rental price is the tariff agreed upon conclusion of the contract (incl. registration fee, road user fee – only in Switzerland, mileage limit and liability insurance, etc.) in addition to the agreed fees for extras such as additional accessories, additional fees, additional agreements, fees for delivery and pick-up service, etc.

10.2. All fuel costs shall be borne by the renter. If the vehicle is not fully fuelled upon return, the refuelling will be charged at the current market price for fuel plus an expense fee of CHF 100.

## 11. Terms of payment

11.1. Payment is only possible with valid credit cards from internationally recognized credit card companies, namely American Express, Diners Club, Eurocard/Mastercard and Visa. All prepaid cards and debit cards, e.g. Visa Electron, are not accepted. When paying with credit cards, a credit card surcharge of 3% applies. Cash payments can also be accepted. It is at the discretion of the lessor to accept or refuse a cash payment. The same terms, conditions and terms apply as for credit cards.

11.2. Authorization to charge credit cards:

Upon conclusion of the contract, the lessee irrevocably entitles Supercar Sharing AG to debit all rental car costs and other claims related to the rental agreement from the credit cards named by the renter. The entire payment processing of the respective rental agreement **must be carried out with the credit cards specified at the time of conclusion of the contract.**

## 12. Contractual use of the vehicle

Renters and any additional drivers may use the rental property exclusively for the agreed use, in particular only for private use as a means of transport for themselves and any passengers together with luggage. You are obliged to observe all traffic rules and to inform yourself about any special traffic rules applicable in the country of departure from the rental or during the journey.

12.1. If, contrary to this provision, the vehicle has been used for commercial purposes (in particular transport activities, advertising shots, shootings, etc.), the Lessor reserves the right to subsequently increase the rental price.

## 13. Limited liability of the lessor

13.1. Any liability of the Lessor towards the Lessee and any additional drivers for any kind of contractual and/or non-contractual personal injury and/or property damage is expressly excluded, including liability for indirect and/or indirect damages, for loss of profit, consequential damage, damage caused by delay, missed connections and opportunities to conclude business, etc.

13.2. The Lessor is not liable for damages within the meaning of Section 8.1 above, which were caused by its auxiliary persons and storage partners.

13.3. If damage occurs to the rental vehicle in which the lessee is not involved (e.g. engine damage or technical defect, etc.), but the further use of the vehicle is made impossible, the lessor is not obliged to provide a replacement car. The rent is owed pro rata until the time of the damage.



- 13.4. If damage or breakdown occurs to the rental vehicle, which was caused by the renter or if he is to blame for it and the further use of the vehicle is made impossible, the lessor is not obliged to provide a replacement car. The full rental amount is therefore owed until the end of the lease.

#### **14. Duties of care and notification of the tenant**

In the event of an accident, theft, fire, damage caused by game or other damage to the vehicle, the lessee must inform the lessor immediately and do everything that is necessary and useful to clarify the facts and to reduce the damage. In particular, he must immediately notify and involve the police in every accident. This also applies to minor damage and self-inflicted accidents without the involvement of third parties. If the police refuse to record the accident, the renter must immediately report this to the lessor and prove it. The tenant is prohibited from acknowledging or satisfying a claim in whole or in part, unless the refusal of recognition or satisfaction by the tenant would be manifestly grossly unreasonable under the circumstances.

##### **14.1. Traffic violations in detail**

The renter or any additional driver are exclusively and fully liable for all violations of the law, namely the Road Traffic Act, caused by the rented vehicle. As the owner of the rented vehicle, the lessor is legally obliged to report the personal data of the driver or renter to the authorities in the event of traffic violations. In this case, the tenant undertakes to pay the lessor a fee of CHF 80.- for its additional administrative expenses. We reserve the right to prove higher effective costs.

#### **15. Travel abroad and entry restrictions**

- 15.1. Depending on the vehicle category, the foreign use of rental vehicles is prohibited for certain countries. A list of countries in which the respective vehicle categories may not be used can be requested by telephone or booked online before making a reservation. In addition, the countries in which the rental vehicle in question may be used are listed in the rental agreement imprint and here.

##### **15.1.1. In the following countries, driving is prohibited and the insurance cover is omitted:**

Belarus, Moldova, Montenegro, Kosovo, Serbia, Bosnia and Herzegovina, Macedonia, Bulgaria, Romania, Ukraine, Russian Federation, Georgia, Armenia, Azerbaijan, Kazakhstan, Egypt, Algeria, Lebanon, Libya and Syria. Nevertheless, we recommend that you refrain from entering other, unnamed emerging markets or emerging regions, as dilapidated roads, increased gang crime and a deficient infrastructure can cause damage to the sports car.

It is forbidden to transport the vehicle on inland waters or the sea on a ferry. In case of violation of the condition for trips abroad or regarding the use of ferries, all insurances lose their validity.

- 15.2. If the lessee receives special instructions or requirements from the lessor regarding customs, customs reporting obligations and/or behaviour when crossing borders or with regard to the place of return when taking over the vehicle, the lessee must strictly follow them. If it is not possible for the tenant for any reason to follow the instructions received, he must inform the lessor immediately. Should the lessee violate these provisions, he shall be liable to

compensate the Lessor for the resulting damage, in particular for customs duties, import duties and fines.

## **16. Return of the vehicle**

- 16.1. The lessee undertakes to return the vehicle at an earlier date in accordance with the information recorded in the rental agreement regarding the place, date and time of return, or in the event of premature termination of the rental agreement for good cause at the request of the lessor.
- 16.2. After termination of the rental agreement or after exceeding the agreed rental period, the Lessor is entitled to take possession of the vehicle at any time or to procure it at the expense of the Lessee and to charge any additional use of the rental agreement. This also applies to longer-term rentals in the event that the tenant is in arrears with the agreed rent for more than ten (10) days or it is foreseeable that he can no longer or does not want to meet the obligations of the rental agreement.
- 16.3. The rental contract ends at the agreed time. With the written consent of the Lessor, the contract can be extended if the Lessee requests it at least three (3) days before the end of the agreed rental period. Unless otherwise agreed, the same conditions apply to the extended rental period as to the originally agreed rental period or the conditions adapted to the rental period. The extension may only be made in writing to Supercar Sharing AG and only by the renter himself.

## **17. Personal data of the tenant**

The tenant agrees to the storage of his personal data by the lessor in compliance with data protection regulations. The data of the renter can be used for advertising purposes (self-promotion) of Supercar Sharing. Vehicles may contain GPS devices to locate and monitor them, as well as to protect property.

## **18. Liability on the part of lessor**

The operator assumes no responsibility and liability for the topicality, correctness, completeness or quality of the information provided or for any misuse of information.

Any liability for economic, physical or immaterial damage resulting from the use of [supercarsharing.com](https://supercarsharing.com) is expressly excluded.

All offers are subject to change and non-binding. The lessor makes every effort to ensure the operation of the services, but cannot guarantee uninterrupted availability. Liability for technical transmission delays or failures is excluded.

## **19. Salvatory Clause**

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions and the validity of the remainder of the contract. The invalid provision shall be replaced by an effective provision by the parties which corresponds as closely as possible to the economic purpose of the invalid provision. The same applies to any gaps in the contract.

## **20. Place of jurisdiction, applicable law**

The rental agreement shall be governed exclusively by Swiss law to the exclusion of international private law.

The place of jurisdiction for all disputes between the lessee and additional driver on the one hand and the lessor on the other hand in connection with the tenancy is Zurich, the location of the company headquarters, Canton Zurich. However, the Lessor remains entitled to appeal to any other competent court.

V.0 9.2022