

GENERAL RENTAL CONDITIONS FOR PORSCHE CARS WITHIN THE FRAMEWORK OF PORSCHE DRIVE
by Porsche Centre Zug ("Lessor")

Vehicle owner

1.1. The owner and holder of the vehicle is

Porsche Zentrum Zug, Risch AG
Blegistrasse 7
6343 Rotkreuz
Switzerland

2. cancellation, no show, co-tenants

2.1 The Hirer may cancel a reservation free of charge up to 72 hours before the start of the rental period. In the event of a later cancellation, the Hirer shall pay a cancellation fee for the expenses incurred by the Rental Firm in accordance with the list of fees (see clause 7.4) in your reservation confirmation, which will be charged to his/her credit card.

2.2 If the Hirer does not take over the vehicle at the latest 30 minutes after the agreed time ("No Show"), the Rental Firm may rent the reserved vehicle to another party. If the vehicle is not taken over by the Hirer, the Hirer shall pay the agreed rental price. However, the Lessor must allow itself to be credited for any expenses it saves or acquires or maliciously refrains from acquiring by renting the vehicle to another party.

3. conclusion of the rental contract, co-tenants, vehicle takeover

3.1 The Rental Contract shall be concluded upon takeover of the vehicle. The rental agreement may provide that the vehicle may be driven not only by the Hirer but also by other drivers (hereinafter referred to as "Co-Hirers"). The co-lessees and the Hirer shall be liable to the Rental Firm as joint and several debtors.

3.2 The following conditions are a prerequisite for the conclusion and continuance of the rental contract and must be fulfilled at the time of taking over the vehicle as well as during the entire period of use: The Hirer must present a driving licence required for the vehicle and valid in the country, a credit card issued in his name and still valid for at least three months, and a valid identity card or passport.

3.2.1 A valid driving licence is required for a rental. From the European Union, an EU driving licence is required. For all non-EU nationals (except Switzerland), an international driving licence is required.

3.2.2 The hirer must be at least 25 years old and have held the required driving licence for five years.

3.2.3 The Lessor reserves the right to refrain from renting at any time without giving reasons. These conditions also apply to co-tenants.

3.3 The Hirer will satisfy himself/herself of the proper condition of the vehicle when taking possession of it.

4. use of the vehicle, alcohol ban, contractual penalty, entry ban

4.1 The Hirer must report any complaints about the vehicle without delay. The Hirer shall check the oil and coolant levels as well as the tyre pressure.

4.2 The Hirer is obliged to treat the vehicle with care and in accordance with the instruction and operating instructions. When parking the vehicle, it must be properly locked at all times; in the case of a convertible, the top must be closed. Smoking is not permitted in the vehicle and animals may not be brought along, otherwise the lessor may charge a flat cleaning fee in accordance with the schedule of charges. The cleaning fee is also due in the event of excessive soiling of the vehicle.

4.3 The vehicle may only be driven by the Hirer or the Co-Hirers. Any transfer of the vehicle to third parties, in particular subletting, is strictly prohibited. The 0.0 ‰ limit applies - driving under the influence of alcohol is strictly prohibited.

4.4 The Hirer shall be responsible for the actions of another driver as if they were his own.

4.5 The vehicle may only be used in accordance with legal and official regulations and only in public road traffic; Swiss road traffic law or corresponding regulations in other countries must be complied with at all times. Under no circumstances may the vehicle be used for motor sport purposes, in particular events where the aim is to achieve a maximum speed or for the associated practice drives, even if such drives are open to the general public (for example on race tracks such as the Nürburg or Hockenheimring in Germany), or for vehicle tests or driving safety training. In the event of a breach of this prohibition, the lessor may demand a contractual penalty of CHF 2,000. The lessor reserves the right to claim further damages.

4.6 The transport of dangerous substances within the meaning of the Ordinance on the Transport of Dangerous Goods by Road (SDR) is prohibited, as is the use for commercial passenger transport for remuneration. Only the use of the vehicle for private purposes is permitted, in particular the use for commercial purposes is prohibited. The conversion, extension or modification of technical equipment is also prohibited.

4.7 Use of the vehicle outside Switzerland is only permitted in the following countries: Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, San Marino and Vatican City. Entry into other countries is strictly prohibited. All vehicles are equipped with a GPS tracking system that triggers an alarm if necessary. In order to counter the increased risk of theft in the south of France and Italy, above-average precautionary measures must be taken there (e.g. parking only in guarded car parks, fitting steering wheel clamps). Non-compliance may result in the lessor taking recourse against the tenant in the event of damage.

4.8 Violations of the above provisions constitute gross breaches of the lease and entitle the Lessor to terminate the lease without notice for good cause. Other claims of the Lessor, in particular claims for damages, shall remain unaffected.

5. malfunctions, breakdowns, repairs

5.1 If the vehicle displays a warning message, if the vehicle has a malfunction or breakdown or if a repair needs to be carried out, the lessee must immediately call the Porsche Assistance 24 h emergency number from Switzerland: 0800 / 724 911 from abroad: +41 / 800 724 911 and the Porsche Zentrum Zug from Switzerland: 041 / 749 09 11 from abroad: +41 / 41 749 09 11 in order to coordinate further measures. The lessee may not commission his own troubleshooting or repair work.

6. fuel

6.1 The Hirer receives the vehicle with a full fuel tank. He must return the vehicle with a full fuel tank, otherwise the Rental Firm will charge the Hirer for refuelling the vehicle and for the fuel required. The rates in the schedule of charges, which are displayed at the rental station, apply.

6.2 In the event of refuelling with the wrong fuel, the Hirer shall be liable for the repair costs and any damage.

7. rental price

7.1 The rental price shall be paid by charging the Hirer's credit card. By signing, the cardholder authorises the Lessor to charge the entire invoice amount to the account at the credit card institute. This authorisation shall also apply to subsequent charges as a result of rental price corrections, damage claims, return charges, loss of keys and traffic violations in accordance with the rental agreement and these terms and conditions. The credit card may still be charged up to six months after the vehicle has been returned, in particular for fuel and repair costs.

7.2 The Hirer must provide security for the fulfilment of his obligations at the beginning of the rental period. The amount of the security depends on the vehicle and the rental period. The Lessor is not obliged to invest the security separately from his assets. No interest shall be paid on the security deposit. The security deposit shall also be charged to the lessee's credit card.

7.3 Instead of charging the Lessee's credit card, the Lessor may also have an amount equal to the security deposit blocked from the credit line granted to the Lessee by his credit card company.

7.4 Overview of fees

- Additional fees km driven over free mileage allowance: Fr. 1.50 per km
- Fuel costs (when handing in a tank that is not full): Fr. 2.50 per litre
- No Show (non-appearance at a reservation): Fr. 250.00
- Special cleaning: Fr. 250.00 plus additional costs (removal of unpleasant odours)
- Delivery and return charges: Fr. 5.00 per km plus additional costs (except in case of breakdown)
- Loss of keys: Fr. 2'500.00
- Late return without notification: price of the additional rental period plus 50% of the rental price.
- Deductible/deposit: CHF 2' 000.-

8. end of rental, return of vehicle

8.1 The rental contract ends with the expiry of the agreed rental period. If the Hirer continues to use the vehicle after the expiry of the agreed rental period, the rental relationship shall not be deemed to be extended; Art. 266 para. 2 CO shall not apply.

8.2 If the Hirer does not return the vehicle to the Rental Firm at the end of the agreed rental period through no fault of his own, the Rental Firm may demand compensation for the duration of the withholding as compensation for use at least in the amount of the previously agreed rent; if the Hirer is responsible for the withholding, he shall owe an additional 50% of the agreed rent. Further claims for damages remain unaffected.

8.3 The vehicle is to be returned by the lessee to: Porsche Drive Porsche Zentrum Zug, Blegistrasse 7, 6343 Rotkreuz, Switzerland during the opening hours of Porsche Drive Porsche Zentrum Zug. Returns outside normal opening hours are only possible by prior agreement and written confirmation. For returns outside opening hours, the customer shall be liable at full risk for any damage until the vehicle is officially taken back by Porsche Drive.

8.4 If it is necessary to return the vehicle to the rental location, the Rental Firm will charge the Hirer a return fee in accordance with the schedule of charges plus any other necessary costs (e.g. towing costs, travel to the vehicle location, fuel costs).

8.5 In the event of loss of the key, the Lessor shall charge the Hirer a flat rate in accordance with the schedule of charges.

8.6 Tenant and co-tenant shall be jointly and severally liable in the event of a breach of the obligation to return the property.

8.7 If the vehicle is not returned as agreed, the Lessor expressly reserves the right to file a criminal complaint and to have the vehicle seized by the police.

9. insurance

9.1 The rental price includes motor vehicle liability insurance to the extent required by law in Switzerland. Property in or on the vehicle is not covered by this.

10. voucher

10.1 The voucher can be redeemed when renting a Porsche as part of Porsche Drive. Any remaining credit after the rental can be redeemed for further Porsche Drive trips. Neither the value of the voucher nor any remaining credit can be paid out. Please note the cancellation policy. The voucher must be presented. In the event of loss or theft of the voucher, the landlady accepts no liability for unlawful redemption. A replacement issue is not possible in case of loss or destruction.

10.2 The Voucher can only be redeemed in the country in which it was purchased.

11. liability of the lessor

11.1 The Lessor's liability for damage of any kind, such as in particular indirect damage and consequential damage caused to the Hirer as a result of or in connection with the hire of the vehicle, is excluded in full to the extent permitted by law. The Lessor's liability shall be governed by the applicable law, insofar as its liability cannot be excluded or cannot be excluded completely in the case of intent or gross negligence, personal injury, claims arising from the Product Liability Act and claims arising from the absence of warranted characteristics or characteristics necessary for the intended use of the vehicle.

11.2 The Rental Firm accepts no liability for items left in the vehicle on return; this does not apply in the event of intent or gross negligence.

12 Liability of the Tenant, Reduction of Liability

12.1 The rental price includes the reduction of the Hirer's liability for damage to the vehicle and for the loss of the vehicle to a certain excess. Within the scope of this "comprehensive insurance", the Hirer as well as the co-riders are liable for damages up to an amount equal to the agreed deductible. However, the reduction in liability does not apply if the damage was caused intentionally by the tenant or co-tenants. If the damage was caused by gross negligence, the Lessor may reduce the liability reduction in proportion to the severity of the fault. Furthermore, there shall be no entitlement to a reduction in liability if an obligation to be fulfilled by the tenant or co-tenant (in particular the duty of disclosure in accordance with clause 13) has been intentionally breached. In the event of a grossly negligent breach of obligation, the Lessor may reduce the reduction of liability in proportion to the severity of the fault. Insofar as the breach of the obligation is neither the cause for the occurrence of the liability case nor for the determination

or the scope of the liability reduction, the Lessor shall remain obliged to reduce the liability; however, this shall not apply if the obligation was breached fraudulently. The contractual reduction of liability shall only apply for the agreed rental period. It does not apply if the vehicle is driven by a third party, i.e. neither by the lessee nor by a co-lessee. It only applies in the event of damage in a country in which the use of the vehicle is permitted in accordance with section 4.7.

12.2 The Hirer shall be liable without limitation for violations of statutory provisions, in particular traffic and regulatory regulations, committed by him or her and the other Hirers. This also applies to violations committed during or at the end of the rental period, such as parking the vehicle in paid parking spaces without payment. The lessee shall indemnify the lessor against all fines and warnings, fees and other costs which the authorities or other bodies levy on the lessor or the vehicle owner on the occasion of such infringements. As compensation for the administrative expenses incurred by the Lessor for processing enquiries made to the Lessor by prosecuting authorities or other third parties for the purpose of investigating administrative offences, criminal offences or other disturbances committed during the rental period, the Lessor shall charge a lump-sum expense fee for each enquiry in accordance with the schedule of fees. The lessee shall be at liberty to prove to the lessor a lower expense and/or damage, and the lessor shall be at liberty to prove a higher expense/damage.

12.3 Brake damage, operating damage and pure breakage are not accidental damage.

13. obligations to report accidents, theft and damage

13.1 After an accident, theft, fire, damage caused by game or other damage, the Hirer or the Co-Hirer must notify the police immediately. If the police cannot be reached by telephone, the damage must be reported to the police at the nearest police station. This also applies if the vehicle was only slightly damaged and also in the case of self-inflicted accidents without the involvement of third parties.

13.2 In the event of any damage to the vehicle, the Hirer is obliged to inform the Rental Firm immediately by telephone and in writing of all details of the event that led to the damage. For this purpose, the accident report form given to the Hirer is to be completed carefully and truthfully in all respects.

13.3 Tenants and co-tenants must take all measures that are useful and conducive to clarifying the event giving rise to the damage. They must answer the Lessor's questions fully and truthfully and must not leave the scene of the accident until the necessary findings have been made.

13.4 The Hirer may not take any action or make any statement acknowledging fault for an accident or damage.

14 Termination

14.1 Both parties are entitled to terminate the rental agreement in accordance with the statutory provisions. The Lessor may terminate the rental agreement extraordinarily and without notice in particular for the following reasons:
- improper and unauthorised use of the vehicle, in particular contrary to 4.5, 4.6, 4.7; - involvement in a criminal offence

15. data protection

15.1 The Lessor shall collect and process personal data of the Lessee and the co-lessees to the extent necessary for the performance and execution of the lease. For this purpose, the Lessor shall also pass on personal data to Porsche Schweiz on a confidential basis.

16 Applicable law, place of jurisdiction

16.1 Swiss law shall apply to the exclusion of private international law. For all disputes arising from and in connection with this rental agreement and with this contractual clause, the competent courts at the Lessor's registered office shall have exclusive jurisdiction, provided that the Lessee cannot invoke another, mandatory place of jurisdiction. This shall also apply in cases in which the lessee does not have a domestic general place of jurisdiction, has transferred his place of residence or habitual abode abroad after conclusion of the contract or if neither the place of residence nor the habitual abode of the lessee are known at the time the action is brought. However, the Lessor shall also be entitled to bring an action at the Lessee's place of business.

(17) Invalidity or partial invalidity

17.1 Partial or complete nullity or invalidity of one or more provisions of the rental agreement between the Lessor and the Lessee or of these General Rental Terms and Conditions shall not affect the validity of the remaining provisions. Any provisions that are invalid or have become invalid shall, in the application of the contract, be replaced by provisions that come as close as possible to the purpose intended by the provisions.