

Carwiz Switzerland Rental Terms and Conditions

1. Parties

This document is an agreement made between Newborn Limited trading as Carwiz as the owner and the Hirer whose particulars are entered on the front of this Agreement (Hirer). This Agreement consists of the front of this document and the terms and conditions contained below.

2. Vehicle Description

"Carwiz" will let and "the hirer" will take on hire the vehicle detailed on the Rental Agreement. This and any other vehicle provided is hereinafter referred to as "the vehicle".

3. Authorised Drivers

The vehicle may be driven during the period of hire only by (i) the person or persons described on the front of this Agreement and (ii) such other person(s) as may be agreed by Carwiz at the time of hire or subsequently, and in each case only if each such person holds a current driver's license (particulars of which are to be given to Carwiz at the time of hire, whether on the front of this Agreement or otherwise or at the time Carwiz agrees to that person being a driver) appropriate for the vehicle at the time they are driving the vehicle. The minimum age for drivers is 19 years.

4. Terms of the Hire and Vehicle Charges

Carwiz agrees to provide, and the hirer agrees to purchase the car rental services described on the Rental Agreement.

The hire will terminate when the vehicle is returned to the rental location specified on the Rental Agreement. Any unauthorized late return will attract a surcharge of First 26 minutes free. After 26 minutes, the full daily rate will be charged. Please phone Carwiz if you wish to extend your rental, and if this is possible we will always oblige. Vehicle hire charges are non-refundable and non-transferable. In the event that the hirer cancels or voids the agreement, or returns the vehicle earlier than stated in the agreement, no refund applies.

5. Other Products and Services

Carwiz agrees to arrange and the hirer agrees to purchase any additional products and services as detailed on the Rental Agreement.

6. Total Charges for Vehicle Hire and Other Products and Services (Including GST):

The hirer is responsible for the correct fitting and use of any accessories supplied. The hirer is fully liable for the full replacement cost per item in the event that any of the accessories detailed on the Rental Agreement are lost, stolen or damaged.

7. Acceptance of Rental Terms & Conditions

The hirer agrees to be bound by all of the terms and conditions of hire. The hirer acknowledges that he or she is fully liable for any excess owing due to damage of the rental vehicle (see clause 13) irrespective of fault.

Refer to clause 14 for collision damage waiver (CDW) conditions.

The hirer agrees that he/she has presented the credit card details noted on the Rental Agreement as a bond for the hire and that Carwiz is irrevocably authorized to charge this credit card for any actual or consequential liability arising out of the Rental Agreement. The cardholder and the hirer are jointly and severally liable under the terms of this agreement.

8. Use of the Vehicle

8.1 The hirer must not use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the knowledge of the for use in a passenger service licensed under part 4A of the Land Transport Act 1998.

8.2 The hirer must not:

- (a) Sublet or hire the vehicle to any other person;
- (b) Allow the vehicle to be operated outside his or her authority;
- (c) Operate the vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, or 58 of the Land Transport Act 1998.
- (d) Operate the vehicle or allow it to be operated in a race, speed test, rally, or contest;
- (e) Operate the vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Land Transport (Road Safety and Other Matters) Amendment Act 2011, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;
- (f) Operate the vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the vehicle;
- (g) Drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current full (non-probationary) driver license appropriate for the vehicle;
- (h) Operate the vehicle, or allow it to be operated to tow or propel any other vehicle, except any luggage trailer supplied by Carwiz.

8.3 The hirer shall ensure that:

- (a) All reasonable care is taken when driving and parking the vehicle;
- (b) The vehicle is locked and secure at all times when it is not in use;
- (c) No person interferes with any part of the engine, transmission, braking or suspension systems;

8.4 The hirer shall ensure that no person smokes inside the vehicle.

8.5 The hirer shall ensure that a copy of this agreement is:

- (a) Kept in the vehicle throughout the term of the hire; and
- (b) Produced without delay for inspection on demand by an enforcement officer.

9. Petrol and Other Fuel

9.1 The hirer is responsible for the cost of fuel used during the hire.

9.2 If the hirer elects to take the fuel purchase option at the start of the hire, no refund is made for remaining fuel on return of the vehicle.

9.3 If the fuel purchase option has not been taken at the start of the hire, then the vehicle should be returned with a full tank. In the event that the vehicle is returned with less than a full tank a 20.- CHF refueling surcharge applies. The hirer is absolutely liable for the cost to refuel the vehicle and the refueling surcharge.

10. Activation of Warning Lights, Breakdown and Mechanical Repairs

10.1 If any warning light is activated or if the vehicle requires mechanical attention the driver must stop driving and contact either Carwiz or AA Assist.

10.2 The hirer shall not arrange or undertake any repairs or salvage without the Carwiz's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. Repairs will be approved and reimbursement, where applicable, will be granted provided the hirer was not responsible for the damage. In all cases receipts must be submitted for any repair.

10.3 If the vehicle becomes unfit to drive due to a breakdown that was not the fault of the hirer, Carwiz will refund to the hirer the rental charges that relate to the period during which the car could not be used. Carwiz undertakes to arrange repairs or replacement with another vehicle as soon as practicable.

10.4 24-Hour roadside assistance is free for all inherent mechanical faults (as determined by Carwiz or its authorized repairer) related to the vehicle specified in the rental agreement provided the fault does not arise from any unauthorized use of the Vehicle in breach of clause 8. For all other roadside assistance call outs including refueling, jump starts, tire related incidents, lost keys or keys locked in the vehicle, a service fee will be charged unless you have purchased optional Roadside Assistance Cover.

10.5 Roadside Assistance Cover does not apply if the vehicle has been used in breach of clause 8.

10.6 Roadside Assistance Cover means the following services for the payment of the Roadside Assistance Cover Fee specified in the rental agreement; refueling up to 6 liters where the hirer runs out of fuel, changing flat tires, provision of spare keys where the hirer loses the keys to the vehicle, unlocking the vehicle where the hirer locks the keys in the vehicle, and provision or a replacement battery or "jump start" where you have a flat battery due to the hirer leaving the lights on, air conditioning, entertainment system(s) or other electrical equipment running while the ignition is off.

11. Accidents

11.1 In the event of an accident the hirer shall:

- (a) Notify Carwiz of the full circumstances as soon as practical;
- (b) Notify the NZ Police if the accident involves injury;
- (c) Record full details of all parties, witnesses to and vehicles involved in the accident;
- (d) If possible, prepare a written statement of the facts signed by all parties. If agreement cannot be reached, obtain a copy of the Police report;

11.2 In the event of an accident the hirer shall not:

- (a) Make any admission of liability;
- (b) Arrange or undertake any repairs or salvage without the Carwiz's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

11.3 In the event that an accident renders the vehicle unfit to drive, Carwiz will make no refund for the unused hire period (including CDW payment if applicable) and the provision of a replacement vehicle shall be at the Carwiz's sole discretion. Carwiz shall not be responsible for the cost of transporting the hirer and any accompanying passengers away from the accident location. In the event that Carwiz decides to offer the hirer an alternative vehicle, the vehicle shall be made available at the closest branch, not delivered to the accident location. Carwiz reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or to decline to offer CDW cover for the replacement vehicle.

12. Insurance

12.1 Subject to the exclusions in clause 12.3 and 12.4, the hirer and any authorized driver named in this agreement is fully indemnified in respect of any liability he or she might have to Carwiz in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of Carwiz including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

12.2 Subject to the exclusions in clause 12.3 and 12.4, the hirer and any authorized driver named in this agreement is indemnified to the extent of 100,000,000.-CHF in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle. This indemnity does not apply to any property being transported in the vehicle at the time of the accident.

12.3

Exclusions

The indemnities above shall not apply where the damage, injury or loss arises when:

- (a) The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle;
- (b) The vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle;
- (c) The vehicle is operated when a breakdown or breakage occurs due to a mechanical, electrical or electronic failure or breakdown including any damage to the engine or transmission system which results directly from a mechanical, electrical or electronic failure, breakdown or breakage, in each case which is the result of the improper or unauthorized use of the vehicle;
- (d) When an accessory is incorrectly fitted to the vehicle and causes damage to the vehicle, or the vehicle is loaded, or is in the course of being loaded, to a degree which is in excess of the manufacturer's specifications, or when the vehicle is being loaded or unloaded outside the boundary limits of a road or other thoroughfare and the loading or unloading is done by someone other than the driver or a person authorized by the Hirer;
- (e) When there is overhead damage to the vehicle or to the property of any third party resulting from the overhead damage
- (f) The vehicle is operated in contravention of clause 8.1, 8.2 or 8.3 of this agreement. In respect of breaches of clause 8.2 (e), this exclusion shall only apply where in the reasonably held opinion of Carwiz such a breach is willful, reckless, or of sufficient gravity that it results in the driver being disqualified from driving in New Zealand for any period (loss of license).
- (g) The vehicle is driven by any person not named in clause 3 of this agreement;
- (h) The vehicle including its accessories and spare parts is willfully or recklessly damaged by the hirer or any other person named in clause 3 of the agreement or

driving the vehicle under the authority of the hirer, or is lost as a result of willful or reckless behavior of the hirer or any such person;

(i) The vehicle is operated off-road or on any beach including Te Paki stream bed Ninety-Mile Beach, Northland or on any unformed road.

(j) ALL vehicles (including 4WD vehicles) are prohibited from driving on ALL 4WD tracks.

(i) The following roads are also specifically excluded: Skippers Canyon, the road to Macetown, Tasman Valley Road (also known as old Ball Road), Matukituki Road beyond the Treble Cone access road turn off, Glenorchy-Paradise Road beyond Priory Road turn off.

(k) The vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers or flooded fords.

(l) The vehicle is operated outside the term of the hire;

(m) The vehicle including its accessories and spare parts is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks or bicycle racks;

(n) The vehicle including its accessories and spare parts is damaged by any item carried inside or outside the vehicle, such as a surfboard or bicycle;

12.4 The indemnities in clauses 12.1 and 12.2 shall not apply to the amount of the hirer's liability for damage.

13. Hirer's Liability for Damage

13.1 In the event that the hirer elects not to purchase Excess Reduction Cover (CDW), the hirer is absolutely liable for any damage (including damage caused by hail, storms, earthquake or other natural disasters) up to the full amount of the excess liability specified irrespective of fault.

In this context damage includes:

(a) Any and all damage to the vehicle including windscreens, tires, break-in or vandalism, theft, fire, towing and recovery costs.

(b) Damage to third party property;

(c) Loss of use of the vehicle by Carwiz during the period the vehicle is off fleet for repair. This period is charged at the daily rental rate for the vehicle shown in clause 4.

13.2 The hirer's liability for damage applies in respect of each separate accident or incident, not each rental.

14. Collision Damage Waiver

14.1 Collision Damage Waiver (CDW) reduces the hirer's liability for damage under clause 13 to the agreed excess (deductible) subject to the following conditions and exclusions.

CDW does not cover damage or loss associated with:

(a) Any of the circumstances detailed in clause 12.3;

(b) Cost of recovering a car that has become bogged or immovable;

(c) Cost of replacement of lost or stolen car keys;

(d) Cost associated with the incorrect use of or contamination of fuel (diesel or petrol);

(e) Cost of repair or replacement of other products detailed in clause 5;

(f) Costs arising under clause 15.

14.2 In the event that the vehicle is replaced under clause 11.3, CDW is not transferable to the replacement vehicle.

15. Hirer's Liability for Cleaning Charges

15.1 If the vehicle is returned in an excessively dirty condition that requires extraordinary cleaning or deodorizing, the hirer is absolutely liable for the full cost of this cleaning or repair and any consequent loss of use of the vehicle.

Such charges include but are not limited to cleaning of:

(a) Spillage of fluids such as drinks, milk, oil, paint, etc.;

(b) Perishable food;

(c) Removal of hair, stains and odours due to animals in the vehicle;

(d) Fish and associated smells;

(e) Vomit;

(f) Cigarette/cigar smoke smells.

16. GPS DEVICES & OTHER ACCESSORY ITEMS

16.1 The Hirer is liable for all damage to or loss, whether from theft or otherwise, of any GPS unit (including any accessories to any GPS unit), any snow chains, roof racks, tow bars or other accessories installed or contained in any vehicle. The amount payable by the Hirer will not exceed the cost of replacement of the damaged or lost item. The Hirer is also liable to Carwiz for any handling or freight free charged by Carwiz where any such item (including without limitation any accessory to a GPS unit) is damaged or lost or is not returned to Carwiz.

17. Petrol and Administration Charges

17.1 In the event that Carwiz receives an unpaid toll notice relating to the period the vehicle was on hire, Carwiz will charge the hirer a 30.-CHF administration fee for transfer of liability of the notice to the hirer.

17.2 In the event Carwiz receives an infringement notice of a speeding, parking or other traffic infringement relating to the period the vehicle was on hire:

(a) Carwiz will notify and provide the Hirer details of the infringement notice as soon as is practical.

(b) Provide the necessary information to the relevant authority for such notices to be directed to the Hirer.

(c) An administration fee of 30.-CHF will be charged to the Hirer for transfer of liability for the notice to the Hirer.

(d) The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority.

(e) The Hirer has the right to seek a court hearing within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

16.3 If the fuel purchase option has not been taken at the start of the hire, then the vehicle should be returned with a full tank. In the event that the vehicle is returned with less than a full tank a 30 NZD refueling surcharge applies. The hirer is absolutely liable for the cost to refuel the vehicle and the refueling surcharge.

18. Return of the Vehicle and Termination of the Hire

18.1 The hirer shall, at or before the expiry of the term of hire, return the vehicle (including car keys) to the location specified in clause 4 of the agreement, or obtain the Carwiz's consent to the continuation of the hire. Changes to the return date and time and/or return branch are subject to vehicle availability and may not always be possible.

18.2 If the vehicle is returned to a different location than that specified in clause 4 without the Carwiz's prior consent an additional fee may be charged at the Carwiz's sole discretion.

18.3 Carwiz shall have the right to terminate the agreement and repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time, without notification to the hirer, and the hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:

(a) The hirer is in breach of any material term of this agreement;

(b) The hirer has obtained the vehicle through fraud or misrepresentation;

(c) The payment for the rental is in arrears;

(d) The vehicle appears to be abandoned;

(e) The vehicle is not returned on the agreed return date;

(f) The vehicle is damaged;

(g) Carwiz considers, on reasonable grounds, that the vehicle is endangered.

(h) The CH Police recommend that Carwiz terminate the hire in the interests of road safety.

In the event of such termination or repossession the hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of Carwiz under this agreement or otherwise.

19. Calculation of Charges

19.1 Carwiz calculates rental days as the number of consecutive 24-hour periods starting at the earlier of the time the rental was booked to start or the actual start time and finishing at the later of the time the rental was booked to finish or the actual finish time. An extra day is charged after allowing a grace period 26 minutes free. Notwithstanding this, clause 4 applies in the case of unauthorized late return.

19.2 Extensions authorized by Carwiz are charged at the same daily rate as the original rental.

19.3 All transactions under this agreement are calculated in Swiss francs (CHF). Due to exchange rate fluctuations and bank charges there may be variance between amounts charged and amounts refunded to the hirer's credit card. Carwiz accepts no liability for any such variations.

19.4 The hirer will be responsible for the entire cost of the hire should the hirer's agent's voucher they present not be paid within 60 days by the hirer's agent. The total payment will be charged to the hirer's credit card given to Carwiz as a security bond. The hirer agrees their only recourse is through the hirer's agent in the event of such an occurrence.

20. Release and Indemnity of the Carwiz

20.1 The hirer releases Carwiz and its employees and agents from any liability to the hirer, for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.

20.2 The hirer hereby indemnifies and shall keep indemnified Carwiz and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the hirer by reason of the hirer's use and/or possession of the vehicle.

20.3 Any indemnity required of the hirer shall not operate to indemnify Carwiz in respect any negligent act by the Carwiz.

21. Personal Injury, Personal Property and Storage of Property

21.1 Physical injuries as a result of an accident while in Physical injuries resulting from accidents occurring in Switzerland are, in most cases, covered in accordance with the applicable laws of Switzerland.

21.2 Carwiz strongly recommends that all people travelling in Switzerland take out Personal Travel Insurance. Carwiz does not accept any liability for:

(a) Personal injuries sustained during the rental;

(b) Damage or loss of the hirer's personal property;

(c) Property belonging to any other person which is carried in the vehicle.

21.3 In the event that the hirer or any other person leaves any property with Carwiz for any reason this is entirely at that person's own risk and Carwiz will not accept any liability for damage or loss for any reason whatsoever.

22. Claims Against Third Parties

22.1 Carwiz is not responsible for pursuing any claims the hirer may have against third parties for any damage or loss including the hirer's liability paid to the Carwiz. Carwiz will provide an invoice for any amount paid to Carwiz by the hirer.

22.2 In the event that the hirer arranges alternate insurance cover (including complimentary credit card insurance) for the hirer's liability or any other amount due under the terms of this agreement, the hirer will pay the full sum directly to Carwiz and Carwiz will provide an invoice for the sum paid. It is not the Carwiz's responsibility to provide to the hirer or any other party alternate repair quotes, police reports, photographs or any other information that may be required to substantiate the hirer's subsequent claim on their insurance.

23. Privacy Act

Any personal information sought from the Hirer by Carwiz is to enable Carwiz to assess the request to hire a vehicle. The Hirer need not supply that information but if they do not, then Carwiz will be unable to hire the vehicle to the Hirer. The Hirer acknowledges that Carwiz will collect, hold and use all personal information relating to the Hirer or its nominated drivers for purposes related to the hire of the vehicle and the provision of related services, which may include direct marketing and the assessment of customer satisfaction with products and services provided by Carwiz. Carwiz may disclose all such information to debt collection agencies if the Hirer defaults in the payment of any moneys due under this Agreement, and may disclose the information to other parties where there has been an accident involving the vehicle during the period of hire. Those parties may be involved in the accident but may also include other vehicle rental companies where relevant. Information may also be disclosed to enforcement agencies or other organisations responsible for handling traffic or parking related infringements. Personal information may also be disclosed to operators of petrol stations where fuel for the vehicle is unpaid or alleged to be unpaid, or to parking companies or agencies in relation to parking fees and charges which are unpaid or alleged to be unpaid, and in any event will be provided to police on request of the police for any reason. The Hirer consents to all such disclosures for all those purposes.