

GENERAL TERMS AND CONDITIONS (GTC)

Workshop Visits & Services • Ledi Garage Feutersoey AG

Company: Ledi Garage Feutersoey AG (hereinafter referred to as the "Garage") | **Effective Date:** July 2026

Note on Applicability: These General Terms and Conditions govern repair and service work (workshop visits) and thus apply to all work performed by the Garage or its employees on motor vehicles, bodywork, their spare parts, and accessories, as well as to the preparation of cost estimates.

1. Scope of Application

These GTC govern the contractual relationship between the Garage and the customer within the scope of technical services provided by our business. They clarify the legal relationship with regard to cost estimates, repair and service work, as well as the ordering of spare parts and accessories.

1.2 For better readability, only the masculine form is used; the feminine form is always included.

2. Inclusion of these GTC

The most current version of the Garage's GTC is published on the respective homepage of the business and is also available in printed form at the reception and/or customer service desk for inspection and collection. The validity and thus the inclusion of deviating and/or supplementary GTC of the customer are excluded, even if the Garage has not expressly objected to them.

3. Order Placement for Technical Work

The customer must describe the defects to be repaired or the services to be performed on the vehicle as precisely as possible to the responsible employee of the Garage and agree on the desired completion date. The services to be rendered, as well as the agreed date, shall be recorded in the workshop order and acknowledged by the customer.

If necessary, the vehicle's software will be updated to the latest version. The customer is advised to back up his data in accordance with the operating manual. The Garage is not liable for any loss of data.

If, during the execution of service or repair work, it becomes apparent that additional work or services are required on the part of the Garage which could not have been anticipated when the vehicle was accepted by the Garage, or which were not declared by the customer, and which exceed 10% of the total order value, the Garage shall obtain the customer's consent by telephone prior to performing this work. The customer shall ensure that a telephone number is available to the Garage at which the customer can be reached during normal business hours. If the Garage cannot reach the customer even after three attempts (at intervals of at least 15 minutes), the Garage will only perform this work if it is necessary for the road safety of the vehicle. If the additional work does not exceed 10% of the total order value, the Garage may perform the work without obtaining the prior consent of the customer.

The Garage is authorized to delegate subcontracts to third-party companies and to conduct test drives and practice drives with the vehicle provided by the customer.

3.1 Order Placement for Spare Parts

The prices for items and original spare parts are non-binding. They may change without prior notice. Orders are binding upon receipt. Cancellations are therefore not possible, even in the event of delivery delays. Offers and price information include the statutory value-added tax (VAT) but exclude delivery and transport costs. Special requests regarding shipping or transport must be communicated to the supplier in good time. Unless otherwise agreed, transport is carried out at the expense and risk of the customer. Postal shipments are generally sent using the most cost-effective shipping method at the buyer's risk. A surcharge will be levied for faster deliveries or registered mail. Deliveries abroad or to new customers are generally made only against advance payment. If creditworthiness is established, delivery may also be made against invoice. Transport damage must be reported on the day of delivery. In any case, the customer is obliged to keep the original packaging. If an item is not available from stock, the delivery time depends on the availability of our suppliers. Subject to express agreements to the contrary, the customer has no right to return delivered items. Incorrect deliveries by the supplier must be complained about immediately and returned within 7 days.

4. Price Information / Cost Estimates

At the customer's request, the Garage shall note in the workshop order the prices and rates (excluding VAT) that are expected to apply when performing the commissioned work. If the customer requests a binding price indication, a written cost estimate is required; in this estimate, the work and spare parts will be listed and provided with their respective prices. The Garage is bound to this cost estimate for 10 days after it has been handed over and may not exceed it by more than 10% without the customer's prior consent.

If an order is placed on the basis of a cost estimate, any costs for preparing the cost estimate will be offset against the order invoice. The Garage is entitled to charge the customer for the preparation of the cost estimate if the order in question is ultimately not placed.

Otherwise, the prices and rates charged by the Garage in accordance with its separate price list shall apply; if no such list is available, the local standard prices and rates shall apply.

5. Delivery and Acceptance of the Vehicle

If the customer wishes the vehicle to be collected or delivered, this shall be done at his own expense and risk. Unless otherwise agreed, the customer shall accept the vehicle at the Garage's premises. It is the customer's responsibility to collect the vehicle from the Garage no later than the close of business on the agreed collection day or on the day of notification of completion. After this point in time, the Garage is only obliged to take the measures expressly agreed with the customer to protect the vehicle against theft or damage. Beyond this, any liability of the Garage for theft or damage to the vehicle by third parties or due to force majeure (e.g., natural hazards) is excluded from this point in time. If the customer does not collect the vehicle by this time, the Garage is also entitled to park it outside the respective Garage premises at the customer's risk and responsibility. In the event of default of acceptance, the Garage may alternatively, without prior warning to the customer, charge a standard local storage fee per day of storage, provided the vehicle remains on the Garage's premises.

6. Billing of the Order

In the invoice addressed to the customer, the prices or price factors for each technically independent work performance as well as for the spare parts and materials used must be shown separately. If the order is executed on the basis of a cost estimate, a reference to the cost estimate is sufficient, whereby only additional work must be listed separately.

Unless agreed otherwise, the customer is the debtor of the invoice. Services provided by third parties, such as insurance companies or based on warranty or goodwill commitments by the supplier or importer, will only be credited to the extent that they are actually received by the Garage. The Garage reserves the right to have the customer's claims against his insurance assigned to it and to demand expected deductibles in cash when the order is placed.

If payment by a third party (e.g., insurance, warranty, or goodwill commitments) is not made, the customer must pay the total amount in full. Any complaint regarding the invoice must be made by the customer no later than two weeks after receipt of the invoice; otherwise, the Garage may assume that the invoice is correct.

7. Payment

In principle, the invoice amount is due for payment in cash or via debit card (EC/PC) upon acceptance of the vehicle and handover of the invoice. Payment is due upon collection of the vehicle. If the invoice is sent, the printed payment terms apply (usually 10 or 30 days).

In the case of credit invoices, the payment terms printed on the invoice apply (due date). The customer may offset claims of the Garage against his own claims only if the customer's counter-claim is undisputed or if there is a legally binding judgment or a court settlement in this regard. The customer can only assert a right of retention regarding the amount to be paid if this is based on claims from the same order. The Garage is entitled to request a reasonable advance payment, i.e., an advance on costs, when the order is placed.

If the customer is in default of payment, the Garage may demand default interest of **5%** from the customer after the expiry of the thirty-day payment deadline without an additional reminder. The Garage is also entitled to charge a processing fee of CHF 20.00 per letter for reminder letters sent to the customer.

8. Material Defects / Warranty

8.1 Warranty for Repair Work

After taking over the vehicle, the customer must immediately inspect it for any defects. Claims due to material defects must be complained about and asserted in writing to the executing Garage no later than seven working days after taking over the vehicle. In the case of hidden defects, a complaint period of seven working days after the defect first appears shall apply. If the customer fails to submit the complaint in a timely manner, the Garage's work shall be deemed approved and any rights regarding defects shall be forfeited. The customer bears the burden of proof for all requirements of the claim, in particular for the existence of a material defect and for the timeliness of the complaint. If the customer accepts the object of the contract despite knowledge of a defect, he is only entitled to claims for material defects if he expressly reserves these rights upon acceptance.

The customer's claims due to material defects shall expire two years after acceptance of the vehicle. If there is a timely complained-of material defect that is attributable to the work or services of the Garage, the Garage has the right to rectify the defect (repair). If the repair fails three times, the customer may withdraw from the contract. If the customer has any repair work carried out by a third-party workshop, the warranty claim shall lapse in its entirety; accordingly, the Garage is not obliged to compensate for repair work carried out by a third-party workshop. If the customer withdraws from the contract after a failed repair, his claims are limited to the refund of the contract price already paid.

A claim for damages for further loss (consequential damage caused by a defect) is only available to the customer in the event of intent or gross negligence on the part of the Garage or its employees.

8.2 Warranty for Modifications to the Vehicle

For modifications to the vehicle commissioned by the customer, the same warranty claims generally apply as in the case of repair work (Section 8.3). This regulation is supplemented as follows:

The customer acknowledges that individual modifications to the vehicle, which serve in particular to improve performance or handling characteristics (for example, boring out the cylinders to increase engine displacement, installing superchargers and turbochargers for charging, nitrous oxide injection, or installing engines with larger displacement) or to change the appearance of the vehicle, may impair or lead to the loss of the factory/manufacturer's warranty. Likewise, tuning the vehicle can impair

the quality of the vehicle or, due to the increased performance, lead to damage to the vehicle and, in particular, to the engine. To the extent permitted by law, any liability for damage and warranty impairments attributable to the requested tuning work is completely excluded.

8.3 Warranty for Spare Parts and Accessories

The customer's warranty claims for spare parts and accessories are governed by the warranty or guarantee provisions of the respective supplier. As a rule, these provide for a warranty period of two years for material defects. Any further warranty obligation of the Garage is excluded to the extent permitted by law. Upon arrival of the goods, the customer must immediately inspect the delivery for defects and quality. Obvious defects must be reported in writing within seven working days of delivery. Hidden defects must be reported within seven working days of discovery, but in any case in good time so that the Garage can still assert its rights regarding defects against the supplier in a timely manner. In the event of a delayed complaint, any warranty obligation of the Garage shall lapse.

For used parts, any warranty obligation for material defects is excluded to the extent permitted by law.

8.4 Special Cases

If the customer provides spare parts or consumables to the Garage with the instruction to use them during the service or repair work, the use shall be at the customer's own risk. Consequently, the Garage is not liable for defects in these spare parts or consumables, nor for damage caused by these spare parts/consumables. To the extent permitted by law, any liability and warranty obligation in this regard is excluded.

Irrespective of fault, the Garage's warranty obligation in the event of fraudulent concealment of a defect or arising from the assumption of a guarantee remains reserved.

9. Liability

The liability of the Garage for damages arising from the breach of contractual obligations (including ancillary obligations) exists exclusively in the case of intent or gross negligence. Liability for slight and medium negligence is therefore excluded to the extent permitted by law. This limitation of liability also applies to the fault of employees and other auxiliary persons. The reliance on alternative remedies, in particular on non-contractual claims for damages against the Garage as well as against its employees and other auxiliary persons, is also excluded. The liability of the Garage due to mandatory statutory provisions, in particular under the Product Liability Act, remains reserved.

For damage caused to the customer's vehicle during the execution of repair work or during a drive by an employee or an auxiliary person of the Garage, the Garage is liable even in the case of slight negligence. The same applies to damage caused by an employee or an auxiliary person of the Garage as the driver of another vehicle through collision while the customer's vehicle is in the care of the business for the fulfillment of the contract. In these cases, however, the Garage has the right to repair the damage itself at its own expense. Conversely, replacement performance by a third-party workshop at the expense of the Garage is excluded. Furthermore, liability for such damage to the vehicle is completely excluded in the event of a failure to collect the vehicle in a timely manner (Section 5 of these GTC).

If the vehicle left with the Garage is not roadworthy and the customer intends to put it back into operation without restoring its roadworthiness, the Garage has the right (but not the obligation) to refuse to hand over the vehicle and/or to make a corresponding (prior) report to the competent road traffic office (MFK). If, at the customer's request, the Garage hands over the non-roadworthy vehicle despite pointing out the lack of roadworthiness, the handover shall take place with the exclusion of liability to the extent permitted by law and thus at the customer's own risk. Based on the advice of the Garage, the customer is aware that under no circumstances should the vehicle be used in traffic in that condition.

Liability for the loss of money or valuables of any kind in the vehicle that have not been expressly taken into custody by the Garage is excluded. Accordingly, the customer must ensure that no such valuables are present in the vehicle provided.

10. Retention of Title / Right of Retention

Installed accessories, spare parts, and assemblies only pass into the ownership of the customer upon full payment of the respective purchase price plus any interest and costs. The Garage consequently has the right to make corresponding entries in the cantonal register of retention of title.

The Garage has the right to retain the vehicle provided by the customer within the meaning of Art. 895 et seq. of the Swiss Civil Code (ZGB) until full payment of (past or current) claims arising from work performed, deliveries of spare parts, etc. If the customer does not pay the outstanding amounts even after three reminders and a corresponding threat of realization of the vehicle in question to settle the open claims, the Garage has the right to sell the vehicle by private contract (freihändig) without involving the debt collection office. The corresponding sale proceeds—after deduction of all outstanding claims and costs of the Garage—shall be handed over to the customer.

11. Data Protection

11.1 Principle

Unless expressly stated otherwise, the customer agrees that the Garage may store and process all personal data provided by him (e.g., last name, first name, date of birth, address, telephone number, details of the vehicle used). Furthermore, he agrees that the Garage may pass this personal data on to third parties in Switzerland and abroad (for example, the manufacturer of the vehicle, importer, etc.) and use it for its own purposes, such as processing the order, invoicing, handling complaints and warranty work, maintaining customer relations, or for marketing purposes.

11.2 Rights of the Customer

The customer may request information from the Garage regarding the content of the data relating to him. He is also entitled to have incorrect data corrected in the Garage's database. Finally, subject to Section 11.3 of the GTC published on the Internet, the customer has the right to request that the Garage delete his personal data or to prohibit the transfer of data to third parties within the meaning of Section 11.1 above.

11.3 Limitation of Customer Rights

Even at the request of the customer, the Garage is not obliged to delete or refuse to disclose data to third parties to the extent that a statutory provision mandatorily requires the storage or disclosure of such data. The customer is aware that manufacturers or importers may have automated access to the Garage's data due to the software programs provided by them and to be used by the dealers. He cannot refuse the disclosure of his data to third parties in this way without at the same time requesting its deletion. In doing so, the customer is aware that, due to the deletion of the data, certain services (in particular recall campaigns) may no longer be offered.

11.4 Obligations of the Garage

The Garage is obliged to comply with the Federal Act on Data Protection (FADP) when collecting, processing, and using data. The General Data Protection Regulation (GDPR) of the European Union does not apply, subject to contracts that are mandatorily subject to this Regulation. Ledi Garage Feutersoey AG operates secure databases and data networks that correspond to the respective applicable technical standards. Appropriate technical and organizational measures are taken to conscientiously protect the customer's data against loss, destruction, falsification, manipulation, or unauthorized access.

11.5 Non-Personal Data

Within the scope of order processing, the Garage is entitled to collect, record, process, and pass on vehicle data that is not personal and cannot be linked to the identity of the customer. This includes, for example, anonymously stored vehicle numbers, vehicle-technical and driving-dynamic data, as well as information on defects and their causes. In particular, the customer has no right to prohibit the transfer of this data—without reference to his person—to cooperation partners, suppliers, or importers.

The customer is aware that this data is used for the continuous improvement of the products and services of Ledi Garage Feutersoey AG as well as those of the manufacturers.

11.6 Contact Information

- **Postal Address:** Ledi Garage Feutersoey AG, Gewerbestrasse 18, 3784 Feutersoey

11.7 Data Protection Officer

- **Management:** Brand Fabian, fabian.brand@ledigarage.ch

12. Severability Clause

The invalidity of individual provisions of these GTC shall not result in the invalidity of the GTC as a whole. Rather, invalid provisions and any gaps shall be filled taking into account the economic interests of the parties involved in such a way that the purpose of the GTC is fulfilled as far as possible.

13. Amendment of the GTC

These GTC shall apply in the version current at the time of the customer's order or commission.

The Garage reserves the right to amend the General Terms and Conditions at any time and unilaterally. The most current version is published on the homepage of the Garage or is available at the customer service reception and/or posted in the customer service area.

14. Place of Jurisdiction, Applicable Law

The place of jurisdiction for all resulting disputes and thus for all current and future claims is the registered office of the Garage, unless a mandatory place of jurisdiction is prescribed by law. The same place of jurisdiction also applies if the customer has his registered office / residence abroad. The Garage is also free to sue the customer at his registered office / residence. Swiss substantive law shall apply exclusively, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) or other international agreements.