

# **General Terms and Conditions of Rental**

## **Sixt rent-a-car AG**

## **1. Parties**

The lessor is Sixt-rent-a-car AG Switzerland with registered seat in Basel (hereinafter referred to as the "lessor" or "SIXT"). The lessee is the respective natural person or legal entity entered in the rental agreement who rents a vehicle of the lessor.

## **2. Conclusion of contract and tariffs**

- 2.1 The reservation/booking of the requested vehicle group, which the lessee carries out, is a binding offer within the meaning of Art. 3 ff. of the Swiss Code of Obligations to conclude a vehicle rental contract. The contract is binding once it has been confirmed by the lessor to the lessee (conclusion of the contract).
- 2.2 The content of the contract is legally confirmed and legally binding on both parties when the lessor signs the text of the same upon taking possession of the vehicle. By signing, the lessee declares that he/she is aware of the text of said contract as well as these general terms and conditions which shall be available for inspection at the rental station, has understood and expressly consents to the same.
- 2.3 The lessor reserves the right to offer a higher vehicle category if the booked vehicle category is no longer available or to refuse the lessee's reservation/booking. If, as an exception, the lessee has booked a specific vehicle model, Sixt does not warrant its availability even after confirmation of booking. If a guaranteed vehicle model is not available, Sixt is entitled to withdraw from the contract unilaterally without having to provide compensation.
- 2.4 SIXT is moreover entitled to cancel the contract without compensation for damages if the lessor fails to pay the rental fee and all other fees and costs for the entire rental period prior to the start of the rental period.
- 2.5 The lessee and any additional drivers are only permitted to use the rental vehicle for the purpose agreed with the lessor, in particular only for private use as a means of transport for themselves and any passengers and their belongings.
- 2.6 Sixt Express Service/Master Agreement

With the conclusion of the Master Agreement, these business terms shall apply to all rental agreements within the framework of these terms.

When the Sixt Express Service is used, the rental agreement shall be concluded between the parties when the lessee takes possession of the vehicle keys at the Sixt counter or at the Sixt key safe.

The lessee undertakes to inform Sixt immediately of any and all changes to the details listed in the Master Agreement (address, credit card, etc.).

## **3. Rebooking/cancellation by the lessee**

- 3.1 With Flex tariffs  
After conclusion of the contract, the lessee may cancel the contract or change the booking at all times free of charge until the agreed start time (i.e. when possession of the vehicle will be taken; "rental start"). The lessee must notify Sixt rent-a-car AG by post sent to Schwarzwaldallee 242, 4058 Basel, Switzerland; by fax sent to +41 (0)61 325 15 56; or by email sent to reservation-ch@sixt.com before the scheduled start of the rental. A change of booking is only possible if the vehicle category as requested by the lessee is available.
- 4.1 With early booking tariffs (Prepaid)  
A booking may be changed before the start of the rental for a fee of CHF 30. Any payment in advance already made towards the rental will not be refunded nor will any difference be refunded. Likewise, a booking can be cancelled before the start of the rental. In the event of cancellation, the payment already made towards the rental shall be refunded less a cancellation fee equal to no more than the tariff for three days' rental plus any extras booked, fees, and other costs, unless the lessee can demonstrate that the lessor has experienced lesser damages from the cancellation. The refund will be issued within ten business days after the cancellation.

Cancellations can be made online ([www.sixt.ch/meinsixt](http://www.sixt.ch/meinsixt)) or in writing and must be addressed to: Sixt rent-a-car AG, Schwarzwaldallee 242, 4058 Basel, Switzerland; Fax: +41 (0)61 325 15 56, Email: reservation-ch@sixt.com. In the event that the booked vehicle is not collected at the time agreed or at all, no refund of the rental charge already paid will be issued.

#### **4. Failure to collect the vehicle**

- 4.1. If, for any reason whatsoever, the lessee fails to take possession of the vehicle within one hour of the time and date agreed, SIXT is no longer bound to the reservation.
- 4.2. The lessee agrees to pay the lessor a no-show fee of CHF 130 for each vehicle not collected. The no-show fee will be deducted from any rent already paid. The assertion of further damages is expressly reserved.

#### **5. Lessee/driver requirements**

- 5.1 Lessees for rentals in Switzerland must be at least 20 years of age.. The driver must have been in possession of a valid driving licence for Switzerland or an EU state for at least 1 year from the date of its issue.

In addition the following provisions apply in Switzerland for the minimum age/minimum possession of a driving licence:

- a) 21 years/2 years for vehicles in groups IDMR to LDAR and ETMR to ITMR
  - b) 25 years/3 years for vehicles in group XDAR and all other special cars
  - c) 25 years/5 years for Aston Martin, Maserati, Mercedes Benz AMG, and Lotus
- 5.2 Valid driving licences issued in non-EU states will be deemed equivalent to a Swiss driving licence if
    - a) no visa is entered in the lessee's passport, which must also be presented;
    - b) the lessee has a visa in the passport which must be presented and at the time the vehicle is collected has not yet been in Europe for longer than 6 months;
  - 5.3 For driving licences in non-Latin alphabets, an international driving licence is also necessary.
  - 5.4 Should the lessee not or no longer satisfy one of these prerequisites in this §5 at the time the contract is concluded or the rental starts, the lessor is entitled to cancel the contract and refuse to hand over the vehicle. This applies in particular also in the event that the lessee has provided false information (e.g. with regard to age) when making the reservation/booking. The lessor reserves the right in all cases to deduct damages for expenses already incurred from any rent already paid (cf. also §4).
  - 5.5 The vehicle may only be driven by the lessee. If one or several additional drivers were agreed when the reservation/booking was made, then they must also satisfy the prerequisites according to §5. Should the additional driver(s) not or no longer satisfy one of these prerequisites in this §5, they will not be permitted to drive the vehicle. The rental relationship shall not otherwise be affected thereby. In this case, the lessee is neither entitled to cancel the contract nor request a refund of any additional driver fees paid to the lessor.

#### **6. Vehicle collection/rental start**

- 6.1 Vehicles may be collected and rentals started only during the opening times of the relevant rental station.
- 6.2 The lessee shall submit the following documents when collecting the vehicle:
  - a) a valid driving licence and, as required, an international driving licence (cf. §5);
  - b) a valid credit card per §9;
  - c) a passport valid for at least three months after the end of the rental period, a Swiss identity card, or a personal identity card of an EU member state;
  - d) another ID showing the lessee's current home address if not already apparent from the document provided under c) above.

A temporary authorisation against the lessee's credit card for CHF 4,000 will be run for vehicles in category X\*\*\* and CHF 5,000 for Maserati and Mercedes-Benz AMG.

If any of these documents is not provided at the time the vehicle is to be collected, the lessor is entitled to refuse to have over possession. In this case the lessor reserves the right to indemnify itself for its incurred expenses from the rent already paid (§4).

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- 6.3 If the lessee collects the vehicle at a time later than agreed, no refund will be issued for that rental period not used.
- 6.4 Vehicles are handed over to the lessee in safe operating condition and with a full tank of petrol. At the start of the rental period, the lessee must check the accuracy of the odometer reading stated by the lessor and the fill level of the vehicle's tank as well as make a complete and correct inventory of accidental and other damages on the pre-rental inspection or on the rental agreement as well as declare that no other defects are present (such as missing registration papers, proof of insurance, tools, spare tyre, warning triangle, and first aid kit) and report any discrepancies to the lessor at the rental station. Failure to provide such notice constitutes acceptance of the vehicle as having been handed over in proper condition.

## 7. Cash deposit

Prior to the start of the rental, the lessor is entitled to request from the lessee a reasonable cash deposit in addition to the expected total rental charge to cover potential damage, loss, or theft of the vehicle. The deposit will be refunded or credited to the lessee when the vehicle is returned in proper condition as agreed. If any damages, loss, or theft of the vehicle has occurred, the deposit will be applied against the lessor's claims.

## 8. Rent

- 8.1 Deemed as rent is principally the tariff which was agreed when the contract was concluded together with all other fees and charges. By signing, the lessee declares that he/she is aware of this rental amount, fees, and other charges and expressly consents to the same (incl. mileage limits, fees for extras such as additional equipment, additional driver charges, liability cover per §§ 15.5 ff., collection and delivery service fees, etc.).
- 8.2 All fuel costs shall be borne by the lessee. If the vehicle is not fully refuelled when returned, the lessor will refuel the vehicle at the current average market price for the fuel plus a convenience fee as posted in the rental station.

## 9. Payment terms

- 9.1 Flex tariff  
Payment may be made with a valid credit card issued by an internationally recognised credit card company, i.e. American Express, Diners Club, Eurocard/Mastercard, and Visa. Not accepted are any prepaid cards or debit cards such as Visa Electron.  
Cash payments are only accepted for rentals of vehicle category CLMR or lower (and only with the approval of the station manager) or for transport vans and only up to a maximum rental amount of CHF 600.
- 9.2 Early booking tariff  
Payment may be made with a valid credit card as listed in §9.1.  
If an early booking tariff is booked, the total rental amount will be charged immediately to the credit card provided per § 8.1.
- 9.3 Charge authorisation  
Upon conclusion of the contract, the lessee gives Sixt its irrevocable authorisation to charge to the credit card provided all rental car costs and other claims associated with the rental agreement, including any fines levied against the lessor or its management; fees, rerouting, and other costs incurred due to a traffic violation caused by the lessee; cf. also § 13.2 and § 13.3. All payments for the rental contract must be paid with the credit card provided upon conclusion of the contract.  
The rent and an appropriate deposit (except with the early booker rate) must be secured with a hold against the credit card when the vehicle is collected or on a monthly basis in advance in the case of long-term rentals. If the charge is not approved, Sixt may refuse to hand over the vehicle. If the vehicle has already been handed over and approval is not issued for the subsequent month, the lessee is in default of his/her obligation to provide security. In this case, Sixt shall be entitled to terminate the rental contract without notice and set a final payment deadline.
- 9.4 Electronic invoicing  
The lessee agrees not to receive printed invoices and that the lessor may instead send electronic invoices to the email address on file.  
The lessee is responsible for ensuring that said invoices can be received and accepts liability for any failure to deliver the same. An invoice is deemed received once it has been received by the lessee's domain.

If the lessor only sends a note inviting the lessee to retrieve the invoice or the lessor makes the invoice available for retrieval, the invoice is received when thus retrieved.

The lessee is obligated to retrieve the same within a reasonable timeframe.

The lessee may revoke this consent to electronic invoicing at any time. In this case, the lessor will send printed invoices instead. The lessee will be charged the additional costs thus incurred for printing and postage.

### **10. Usage of the vehicle**

10.1 The lessee is obliged to: (i) drive and handle the vehicle with care and comply with the operating instructions given by the manufacturer or the lessor; (ii) lock the vehicle when not in use, in particular the windows, roof openings, and bonnet ; (iii) use the vehicle only in the approved countries and in accordance with the legal provisions; (iv) use the vehicle only for legally permissible purposes; and (v) interrupt the journey if a defect occurs in the vehicle as soon as possible without causing further hazard and with immediate notification to the lessor.

#### 10.2 Restrictions on use

It is forbidden to use the vehicle (i) for races, skidding courses, driving courses, or the like or to give driving lessons; (ii) to tow, push, or pull over vehicles or other objects; (iii) if false personal data such as age, name, address, etc. has been provided; (iv) under the influence of alcohol, drugs, medications, and stimulants; (v) in an overloaded or non-roadworthy state; (vi) to cross waterways of any kind (especially in the case of 4x4 vehicles); (vii) for commercial use, in particular for the transport of persons or goods for remuneration or rental to third parties; or (viii) to transport flammable, explosive, toxic, or hazardous substances.

#### 10.3 Care

The lessee agrees to check the oil and water levels in the vehicle as well as the tyre pressure on a regular basis and make any corrections necessary.

#### 10.4 Repairs

Repairs during the rental period should, whenever possible, be done by the closest garage operated by the maker of the vehicle. Should the repairs cost more than CHF 200, the lessor should be contacted in advance to coordinate credit for the costs incurred. The lessor will reimburse the cost of repairs if coordinated as described above and with the submission of the repair invoice. Excluded are any situations where the lessee is responsible for such costs under these terms, e.g. on the basis of §15.6. Parts replaced must be returned to the lessor for its inspection.

### **11. Limitation on lessor liability**

11.1 The lessor and its agents hereby waive, to the extent permitted by law, any liability to the lessee and any approved additional drivers for any and all personal or property damage, including any indirect damages, missed profits, damages resulting from defects, damages due to delay or the unusability of the vehicle, missed connections, missed opportunities for business deals, etc.

11.2 The lessor also waives liability for any such damages described in §11.1 such as may be caused by its agents.

### **12. Lessee duty of care and notification**

12.1 In the event of an accident, theft, fire, or damages due to wild animals or other damages to the vehicle, the lessee must inform the lessor immediately and do everything possible such as may be necessary and useful to clarify the situation and minimise the damages. In particular, the lessee must notify and involve the police in case of each accident immediately. This shall also apply to slight damage and accidents caused by single-vehicle incidents. If the police refuse to file a report for the accident, the lessee must notify the lessor immediately and supply proof of the same. The lessee is not permitted to recognise or satisfy a claim in full or in part unless such refusal would be obviously grossly unreasonable according to the circumstances.

12.2 If the lessee is in breach of the obligations undertaken in §12.1, he/she is fully liable for any damage caused and all limitations on liability or insurance cover is forfeited (cf. § 15.6). The lessee herewith authorises the lessor to view the police report or that of any other authorities in case of a loss.

### **13. Traffic violations**

- 13.1 The lessee is obliged to observe all traffic regulations and to keep informed of any special traffic rules applicable in the country where the vehicle is collected and any countries through which the vehicle will be driven during the rental period.
- 13.2 The lessee is solely responsible for all infringements of the law caused while operating the rental vehicle including while an additional driver was at the wheel until such time as the vehicle has been returned. If claims are asserted against the lessor for such infringements, SIXT is entitled to charge the lessee for any fines, fees, or other costs thus incurred.
- 13.3 As the legal owner of the rental vehicle, the lessor is required by law to pass on the personal data of the driver or lessor to the proper authorities. The lessee agrees to pay the lessor a fee of CHF 30 for each report for its administrative costs thus incurred.

### **14. Travel to foreign countries and entry restrictions**

- 14.1 The rental vehicle may be taken to the following countries: Austria, Belgium, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Great Britain, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Monaco, The Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden.

The lessee may not take Audi, BMW, Mercedes, VW, Aston Martin, Maserati, Jeep, or off-road vehicles to Croatia, the Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia, or Slovenia. Vehicles in categories IVMR, SVMR and FVMR (including Mercedes Vito, Viano, V-Class) and transport vans may be taken to these countries.

- 14.2 The lessee must comply with any given special instructions or conditions given upon collection such as may concern customs, customs declaration duties and/or conduct when crossing the border or with regard to the place of return. If it is not possible for the lessee to follow said instructions for any reason, he/she must inform the lessor immediately. Should the lessee be in breach of these provisions, he/she shall compensate the lessor for the damages thus caused, in particular any customs duties, import duties, and fines.

### **15. Liability and insurance**

- 15.1 The liability of the lessee towards the lessor  
Regardless of fault, the lessee is liable to the lessor for any and all damage, deterioration, or loss/theft incurred with the rental vehicle. The lessee is particularly liable for the conduct of any additional drivers or others called to assist. Their conduct shall be considered the lessee's who shall be fully liable to the landlord for any resulting damages. Multiple lessees for a single rental contract have joint and several liability.

The lessee may opt to purchase liability limitation cover (see § 15.5) up to a certain amount of cover.

- 15.2 Liability when handing over the vehicle to third parties

- 15.3 Scope of the liability

The lessee shall be liable for the actual damage (e.g. minimum value of the vehicle, or repair costs, transport, deductible, and loss of bonus), plus the cost of an appraiser's professional opinion, and a flat processing fee of CHF 135 per incident.

The lessor is entitled to have the cause, scope, and detailed listing of the damages determined by an expert it appoints, the costs of which shall be borne by the lessee. The lessee declares that the expert's findings shall be binding as the basis for calculating the amount of damages to be settled as stipulated in Art. 189 of the Swiss Code of Civil Procedure.

If the vehicle is not usable by the lessor as a result of such damages, it may charge the lessee for the loss of use for the duration of the repairs at the daily rate used for the rental contract with the lessee. In case of total loss, the lessor may charge the lessee one week's rent for loss of use.

If the damages are not reimbursed in a timely manner, a fee of CHF 18 will be charged for each reminder. All further costs incurred as a result of this claim will also be borne by the lessee.

- 15.4 Liability cover for damage to third-parties

The lessee and each authorised driver are covered by a motor vehicle liability policy. This liability covers physical injuries and property damages caused to third parties up to a maximum of CHF 100,000,000, but only for incidents within Europe.

Personal Accident Protection (PAP)

By taking out additional personal accident protection, the lessee shall receive cover for physical injuries to him/herself and other passengers in the rental vehicle resulting from an accident. The PAP cover is CHF 40,000 in the event of invalidity, CHF 20,000 in the event of death, unlimited for medical expenses (limited to a max. 5 years).

### 15.5 Liability limitation for vehicle damage/theft

The lessee can limit his/her liability to the lessor for vehicle damage, deterioration, and theft to a limited deductible by purchasing a collision and damage waiver (CDW). Upon purchase, the lessee's liability is reduced to the deductible amount or entirely waived. The deductible amount is based on the lessor's rules for each vehicle category and will be expressly stated in the rental agreement.

The waiver protection and/or insurance cover may be forfeited under the terms of §15.6 below.

### 15.6 Exclusion, lapse of insurance cover/collision damage waiver

Intentional or grossly negligent damage (cf. § 15.7 below) will in either case, regardless of the nature of the damage, cause the collision damage waiver and any insurance cover per §§15.3, 15.4, and 15.5 to lapse and thus render the lessee fully liable to the lessor and all third parties for any damage caused. In addition, regardless of the fault, any collision damage waiver or insurance cover does NOT apply to any of the following circumstances and the lessee is fully liable to the landlord and third parties for unlimited damages:

- incorrect refuelling, improper use of snow chains, ski and luggage racks, careless loading of ski and luggage racks, careless handling of the vehicle interior (cigarette holes, tears and stains in the upholstery or other interior surfaces) and exterior (damages to the body, tyres and rims), the consequences of off-road driving, improper handling of 4x4 vehicles (mechanical damages to the clutch, gearbox, suspension etc. not covered by manufacturer warranty), improper handling of cabriolet roofs, failure to close the roof in case of rain, wind, etc.;
- insufficient vehicle maintenance and service during the rental period;
- roof and other damage resulting from failure to observe height and width restrictions for vehicles on roadways, entrances, tunnels, bridges, etc.;
- the transport of prohibited or dangerous goods;
- the carriage of passengers or goods in exchange for remuneration;
- non-compliance with the lessee's obligations per the rental agreement and these terms (in particular, the rules of use per §10. and the due care and notification obligations per §12.) as well as handing over possession of the vehicle to an unauthorised third party or one who does not have a valid driving licence;
- failure to comply with statutory requirements concerning border crossings, customs, and import regulations;
- damage to tyres, rims, or windows, unless the lessee has purchased a damage waiver for the same.

### 15.7 Gross negligence

Gross negligence which per § will result in the full, unrestricted liability of the lessee towards the landlord or third parties, even if the lessee has purchased a collision damage waiver or insurance cover includes, but is not limited to:

- any gross breach of traffic regulations within the meaning of Art. 90 (2) of the Swiss Traffic Code;
- any type of driving where the driver is aware of the generally dangerous nature of the unlawful driving style or has failed to consider the same;
- any type of driving in which the driver is in breach of essential precautionary principles and thereby disregards what should have been apparent to any intelligent person in the same situation and in the same circumstances in order to avoid foreseeable damages in the ordinary course of events;
- any type of driving under the influence of alcohol, narcotics, or medications that would reduce his/her ability to drive safely;
- any type of driving in a state of fatigue or exhaustion, momentary falling asleep, or other drowsiness;
- the following traffic code violations if they have resulted in or contributed to an accident: excess speed or speed not appropriate to current road conditions, failure to control the vehicle, following vehicles too closely, failure to comply with overtaking bans and stoppages and disregard of light signals, disregard of stated direction of travel, inattentiveness and diversion at the wheel, e.g. resulting from the use of mobile phones, radios, or navigation devices, etc., switching off safety-relevant vehicle features such as ABS and ESP and other driving stabilising systems, driving the vehicle in a state that is against the traffic code or otherwise unsafe to operate (e.g. inadequate securing of a load, inadequate cleaning of the vehicle windshields from snow, ice, or dirt, etc.);
- insufficient securing of the vehicle (e.g. failure to use the handbrake when parking the vehicle on a slope, not locking the car, leaving the key in the lock);

- leaving valuables in the vehicle

### 16. Return of the vehicle

- 16.1 The lessee agrees to return the vehicle to the place and at the time and date stipulated in the rental agreement or beforehand if the contract has been terminated for cause by the lessor.
- 16.2 The lessee shall return the vehicle to an employee responsible for receiving the return at the station agreed. The rental period ends when the lessor confirms receipt of the vehicle and keys. If the lessee returns the vehicle outside the opening hours of the rental station or leaves the rental station before the return is processed, he/she shall remain responsible for the vehicle until the lessor processes the return.
- 16.3 The lessee shall return the vehicle and any extras provided in the condition agreed. The lessee shall be charged for any damage, excessive wear, or uncleanliness in the vehicle. A collision damage waiver per § 15.5 does not waive the lessee's responsibility for excessive wear or uncleanliness.
- 16.4 As a rule, the lessor will create a log of the state of the vehicle at the time of return to be signed by both parties, said signature being a binding confirmation of the vehicle's condition upon return. In the event that the vehicle is returned outside the opening hours of the rental station or if no other log is created, SIXT shall be entitled unilaterally to identify any damage, excessive wear and tear, or uncleanliness and notify the lessee within three working days after processing the return. If no such notification is made, the vehicle may be considered to have been returned as normal, although the right to identify hidden defects is expressly reserved.
- 16.5 Upon expiry of the rental agreement or failure to return the vehicle as agreed, the lessor is entitled to retake possession of the vehicle at any time and to bill any costs thus incurred to the lessee together with any additional rental fees. This also applies to longer-term rentals where the lessee is 10 days or more late paying the agreed rental fees or it becomes likely that the lessee will no longer be able meet the obligations of the rental contract.
- 16.6 The rental agreement shall end at the agreed time. By agreement with the lessor the contract can be extended if this is requested by the lessee at least three days before expiry of the agreed rental period. Unless otherwise agreed, the same conditions shall apply to the extended rental period as the previous rental period. The rental period may only be extended by written agreement signed at the relevant station by the lessee.
- 16.7 Special rental rates apply only within the period offered and presuppose that the rental period corresponds with the one agreed at the time of rental. If said period is exceeded or curtailed, the normal rate, instead of the special rate, shall apply to the whole rental period.
- 16.8 In case of long-term rentals (rentals with an agreed rental duration of more than 27 days) the lessee undertakes to return the vehicle when the kilometre reading stated in the rental agreement is achieved, by no later however than on the last day of rental as stated in the rental agreement. For the event that the lessee exceeds the kilometre allowance as stated in the rental agreement by more than 100 km and/or returns the vehicle after the date stated in the rental agreement he is obliged to pay a conventional penalty in the amount of CHF 750; this shall not apply if the lessee proves that the rental car company has not suffered any or less damages. When the odometer reaches the number of kilometres stated in the rental agreement, the lessee shall return the vehicle in exchange for an equivalent vehicle for the remaining rental period.

### 17. Data protection

- 17.1 All data which SIXT receives from the lessee or other persons involved in the rental process are processed in accordance with the provisions of the Swiss Data Protection Act. These persons authorise SIXT to process their personal data as well as the data contained on their driving licence, passport, and/or ID (incl. their photos).
- 17.2 By submitting the data, the lessee gives SIXT consent to transfer the same to other members of the SIXT Group (in particular to Sixt GmbH & Co. Autovermietung KG as well as SIXT SE, both Pullach, Germany, for details <http://se.sixt.de/info/impressum/>) for the purpose of executing the rental agreement, for marketing purposes, and to maintain existing or future customer relationships, as well as for those obvious purposes or those expressly specified when the data was collected.
- 17.3 The lessee may revoke the consent about their data being circulated by Sixt at any time.
- 17.4 The name, address, and rental data as well as any other information about the lessee shall be provided to the appropriate authorities if required for various administrative inquiries (e.g. in the context of traffic violation violations) or to claims asserted by third parties (e.g. for damages caused, etc.).

## **18. Applicable law and place of jurisdiction**

18.1 Swiss law shall apply exclusively to the rental agreement under the exclusion of international private law.

18.2 The place of jurisdiction for all disputes arising from this contract shall be Basel-Stadt, Switzerland. However, the lessor is entitled to seek redress in any other competent court.

## **19. Severability; language**

19.1 If any provision in this contract or these terms is null or void, it shall not affect the validity of the other provisions. Possible invalid provisions or provisions which have become invalid are to be replaced when applying the contract by those which shall come closest to satisfying the intended aim of the invalid provisions. The German text of the contract shall be decisive.