

Annex 3 to the Framework Agreement

## Service description

### Full-service components

Status as of: 06/2021

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Contract No.

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## 1. Agreements for full-service leasing

If the Lessee has concluded a full-service lease agreement with the Lessor, the Lessor takes on the following services to the extent agreed. Invoicing is carried out periodically at the agreed time intervals or at the regular end of the Agreement with the final invoice for full-service lease components, depending on the service and whether invoicing is based on an open or closed-end lease.

### 1.1 Open-end lease

The Lessor bears the costs for the agreed full-service lease components. The Lessee pays the monthly fee agreed in the individual lease agreement (hereinafter: "Lease Agreement") as an advance payment. At the end of each billing period, the effectively incurred costs are reconciled with the received payments. Any difference will be charged or credited to the Lessee.

### 1.2 Closed-end lease

The Lessor bears the costs for the agreed full-service lease components as part of the agreed term and mileage of the Lease Agreement. No invoices are issued for services with a closed-end lease. The Lessor assumes the cost risk. If the Lessee uses more than the services agreed and if the Lessor is charged with the respective costs, the Lessee will then be charged the corresponding extra expenses, including an administrative fee.

## 2. General provisions

All full-service lease components listed below are to be provided solely by authorised garage, tyre, petrol and bodywork partners (hereinafter referred to as: "Service Partners"), which were approved by the Lessor.

The Alphabet service card is to be presented by the Lessee or by its authorised employee at every garage visit, without having to be asked. The service card entitles the holder to receive services from authorised Service Partners throughout Switzerland, without having to pay for these services in cash. This also applies accordingly to any digital versions.

The Lessor assumes no liability for deficient or faulty work carried out by the Service Partners. Provided the Lessee notifies the Lessor of such misconduct by a Service Partner, the Lessor will support the Lessee in the enforcement of any claims.

## 3. Maintenance and wear and tear service

### Definitions:

### 3.1 Maintenance

3.1.1 Services: All service work in accordance with the manufacturers' provisions and service manual throughout the entire leasing period, including materials (original parts) and liquids, use of prescribed test devices, excluding additives and other extra materials.

3.1.2 Motor vehicle inspection: Vehicle maintenance to meet the cantonal license renewal requirements including the work, parts and documents required.

### 3.2 Repairs to wear and tear

Includes the detection and repair of all damage due to wear and tear of the vehicle when driven and used correctly, including the required original spare parts.

Work is commissioned on behalf of and for the account of the Lessor on presentation of the Alphabet service card by the Lessee.

The following do not form part of the service offered:

- Level checks and recommended interim services (winter or holiday checks, etc.) outside of the regular service intervals
- Inspections commissioned without a specified due date
- Damage and defects caused by the Lessee or by third parties
- Damage caused by subsequent installations (including chip tuning)
- Damage to the body, interior, superstructure and special equipment

- Animal damage
- Installations, repairs and maintenance on special structures, equipment and accessories
- Any software and hardware for navigation and/or program updates
- Cleaning and car care; engine and chassis cleaning (except in connection with MOT testing)
- Lost or stolen parts
- Transfer, rescue and towing costs (if not covered by assistance services)
- Wheel alignment may only be performed if required in connection with other work and in preparation for MOT testing. The test report be provided. Each enquiry must be checked and approved individually
- The air conditioning service is strictly not covered

If the Lessee makes use of services that have not been contractually agreed, these costs will be rejected in accordance with Annex 2, or charged to the Lessee.

## 4. Tyre service

### 4.1 The Lessor will provide the following services:

Cover the costs for the contractually agreed number of summer and winter tyres or, where agreed, a complete winter wheel set (excluding steel rims with covers) in consideration of the required tyre pressure monitoring systems (TPMS). The tyre service comprises work for seasonal changes and wheel balances.

Replacement of wheels and tyres and seasonal changing are to be carried out exclusively by the Lessor's tyre partners (see tyre partners according to the Alphabet website or AlphaGuide app). Payment for the service is cashless, via the Alphabet service card. The Lessee must ensure that the seasonal tyre or wheel changes are done on time, and that the tyres are changed before the regulatory minimum tread depth requirement is no longer met.

### 4.2 The following items are not part of the service offered:

- Nitrogen filling
- Wheel and tyre cleaning
- Tire and rim repairs
- Procurement and installation of tire and/or rim dimensions that are not agreed in individual agreements
- Snow chains
- Replacement of lost or stolen wheel covers and valve caps
- Replacement vehicle during tire change

### 4.3 Tyre quota

Purchase of the quantity of summer and winter tyres as agreed in the separate lease agreement. If the Lessee orders more than the agreed number of tyres, the Lessor will invoice the Lessee for these costs in accordance with the corresponding prices set by Alphabet.

### 4.4 "Unlimited" tyres

When the limit of wear and tear is reached, the Lessee may use an unlimited number of summer and winter tyres of the tyre sizes defined in the individual agreement. Tyre and rim repairs, as well as change of tyres due to damage or one-sided wear, are not part of the service offered. In the case of excessive tyre wear and tear, the Lessor reserves the right to charge the additional costs to the Lessee.

### 4.5 Storage service

As part of the tyre service, the Lessee can agree on a seasonal tyre or wheel storage as an option. Seasonal wheel storage must be carried out exclusively by one of the Lessor's tyre partners.

## 5. Service Card

- 5.1 If the module "maintenance and wear and tear service" or "tyre service" has been agreed on as part of the full-service lease, the Lessee will receive a service card from the Lessor. This entitles the Lessee to place maintenance and repair work orders and to purchase tyres within Switzerland. Orders are placed in the name of and on the account of the Lessor.
- 5.2 The service card must be presented to the order recipient before placing any order.
- 5.3 When in another country, repairs and work to address wear and tear may only be carried out in the event of an emergency. In such a case the Lessee is obliged to make an advance payment. The Lessor will refund the effective costs to the Lessee up to the amount of costs which would have incurred in Switzerland.
- 5.4 The Lessee is obliged to protect the service card against misuse. In the event of loss or misuse of the service card, the Lessee will be held liable. The loss of the service card is to be reported to the Lessor immediately in writing.
- 5.5 The service card is vehicle-specific and will become invalid upon termination of the Lease Agreement. The documents and the service card are to be destroyed upon termination of the Agreement.
- 5.6 This applies accordingly to any digital cards

## 6. Road tax service

- 6.1 Payment of road tax at the cantonal vehicle licensing office. The Lessee will send the Lessor the original tax invoice at least 10 days before the indicated due date. Costs for reminder fees due to late delivery must be borne by the Lessee.
- 6.2 Overpayments of road tax upon termination of the Agreement will be reimbursed to the Lessee by the cantonal vehicle licensing office.

## 7. Fine management

- 7.1 This service is only available if the vehicle is registered in the name of the Lessor. The Lessee will indemnify the Lessor for any damage which arises in connection with the liability of the vehicle keeper in accordance with Article 58 et. seqq. of the Swiss Road Traffic Act (RTA; Strassenverkehrsgesetz, SVG, SR 741.01) to the extent to which such damage is not compensated for by insurance payments. This indemnity covers not only civil law claims, but also costs resulting from any criminal proceedings, such as fines, legal fees and court costs.
- 7.2 The Lessor will assume responsibility for fine management on behalf of the Lessee for all leased vehicles registered in the name of the Lessor. The Lessor will provide the authorities with the name of the user when requested to do so for the purpose of witness questioning and hearings.
- 7.3 The Lessee will ensure that the user data held by the Lessor is up to date (name, address, date of birth and nationality). Any incoming fine, cost or fee notifications will be disbursed by the Lessor and charged to the client/user. Any reminders will be issued to the Lessee. Any objections on the part of the client/user are to be raised with the issuing authority only.

## 8. Fuel and electricity service

- 8.1 The Lessee will receive an appropriate fuel card/fuel cards from the Lessor at the start of the Agreement. The handing over of the cards takes place according to the conditions of the relevant company/companies.
- 8.2 In order to avoid misuse, each fuel card has an individual PIN code. The Lessee bears sole responsibility for taking care of PIN codes and cards, and the risk of fuel card misuse is borne by the Lessee.

- 8.3 The fuel cards authorise the Lessee to use the services listed in the full-leasing catalogue at points of acceptance of the relevant fuel provider(s) without the need for cash.
- 8.4 The invoicing of the fuelling and other services used via the fuel card will be charged via open-end lease.
- 8.5 If the Lessee is required to make an advance payment due to delayed delivery, faultiness or loss of the fuel card, the Lessee may file an application for the costs to be reimbursed by the Lessor within 30 days after use of the services via the AlphaGuide App or by means of the reimbursement form upon presentation of the original receipts and indication of bank details and the complete address of the payee. If additional costs arise for the Lessor which were caused by the driver or Lessee, these costs may be charged to the Lessee.
- 8.6 In the event of loss of the fuel card, the Lessee will inform the Lessor immediately. The Lessor reserves the right to charge the Lessee any expenses related to the provision of replacement cards.
- 8.7 The individual fuel cards become invalid upon termination of the corresponding Lease Agreement and must be returned to the Lessor immediately.
- 8.8 This applies accordingly to any digital cards

## 9. Replacement vehicle service

- 9.1 The Lessee is entitled to a replacement vehicle, which can be obtained from a garage as part of a garage visit for maintenance and repair work. The leasing calculation is based on one day per calendar year.
- 9.2 The Lessee should order a replacement vehicle directly at the garage and at the time of the appointment.
- 9.3 The Lessor is neither responsible for the availability of a replacement vehicle, nor can it guarantee that a vehicle of the same category will be available.
- 9.4 The liability and risk in relation to the use of the replacement vehicle are borne by the Lessee; any damages caused during use are not insured via the Lessor and cannot be processed via the Lessor.

## 10. Car rental service

The Lessee may have its short or medium-term mobility needs covered via the Lessor by a rental vehicle. The Lessor organises the provision and administration of the rental vehicle as well as the logistical processing. All rental costs will be charged to the Lessee separately.

## 11. Premium handling and third-party insurance

- 11.1 The Lessor pays the insurance premiums on behalf of the Lessee to the insurance company designated by the Lessee.
- 11.2 Changes to the premiums or their components are to be reported to the Lessor immediately. The premiums are invoiced to the Lessee on a monthly basis (open-end lease).
- 11.3 Any award credits are directly reimbursed to the Lessee by the insurance company.

## 12. Fleet insurance service with claims management

- 12.1 The Lessee's vehicles are insured by the fleet insurance of the Lessor. The policies and the general terms and conditions of insurance of the insurance company are determinative of the insurance cover. The Lessor will not be held liable for insurance cover or insurance services.

12.2 Fleet insurance includes the service "Claims management".

12.3 The Lessor reserves the right to fully or partially bear the risk of collision damage himself/herself and to only transfer the risk from the vehicle indemnity insurance to an insurance company. Legal provisions and the contractual terms and conditions of the insurance company apply concerning liability, cover and scope of the damage compensation.

## 13. Claims management

If "Fleet insurance with claims management" or "Claims management" is agreed as part of the full-service lease, the Lessor or a third party designated by them takes over the entire out-of-court settlement of the claims case for the Lessee in the event of damage.

13.1 In case of a damage event, the Lessee undertakes to

- report the damage event immediately via the 24-hour service hotline or the AlphaGuide app;
- follow the instructions of the Alphabet Claims Centre;
- have the damage repaired by an authorised body shop recognised by the Lessor;
- to support the Lessor in asserting claims against third parties that have passed to it on the basis of its services, and to hand over the documents required for this.

13.2 The Lessor charges the final invoice for the claim to the Lessee after the insurance refund or claim processing have been completed. Costs that are not refunded by the insurer or the party responsible for the damage will be charged on to the Lessee.

13.3 Filing of a complaint, where necessary, is not part of the scope of services provided by the Lessor in the claims management described here. The Lessee will enforce its claims at its own expense against the insurer, or the party responsible for the damage.

13.4 The Lessor will also invoice the damage according to current circumstances when a proceeding is pending which is likely to result in a payment of damages by the insurance company of the party responsible for the damage. Repayments received after the process is completed are forwarded to the Lessee.

## 14. Transfer of billed charges

14.1 If the Lessor was charged with services and/or material as part of the full-service lease which are not part of the scope of services, these items will be charged on to the Lessee in the monthly invoice.

14.2 If misconduct on the part of the Lessee results in unplanned costs (for example not presenting the service card before the start of repair work, free choice of garage, use of services that were not contractually agreed, reminder fees due to late sending of invoice, etc.) the Lessor is authorised to charge these to the Lessee.

## 15. 24-hour service

15.1 The 24-hour service hotline provides the Lessee with a central point of contact for enquiries about issues regarding the following services:

- On-site help in case of technical breakdowns
- Help in case of accident damage
- Organisation of breakdown, recovery and towing services
- Service abroad, for example handling formalities

15.2 The Lessee authorises the Lessor to take the necessary measures in the event of damage or an emergency, which may incur a charge for the Lessee, if the Lessee is personally not in a position to do so. This especially applies to orders issued by the driver of the vehicle.