

GENERAL TERMS AND CONDITIONS

This contract is governed by the general terms and conditions provided therein as well as by the provisions contained in the car rental price list in force and by various other documents countersigned by the customer and annexed hereto. Upon signing the back of this contract, the customer certifies that he or she has read each and every clause or provision thereof governing his relations with the rental agency, ELITE RENT A CAR LTD, hereinafter referred to as "ELITE".

1. DRIVERS

1.1 Except as otherwise agreed in writing by ELITE, only the persons mentioned by name in the appropriate box on the back of this contract are entitled to drive the car covered thereby.

1.2 Furthermore, the driver must have reached the age required as noted in the rental price list and must be the holder of a valid driver's licence which he or she has held for at least one year. In special circumstances, however, ELITE may authorise in writing persons who do not fulfil this requirement to drive a vehicle.

2. VEHICLE DELIVERY

2.1 ELITE will rent the customer a vehicle which is in perfect working order.

2.2 At the time of delivery, the customer is responsible for checking carefully that this is the case. The parties mentioned in the appropriate section on the back of this document must immediately report any noticeable fault.

2.3 The customer is liable for any noticeable fault which has not been mentioned at the time of the car delivery.

3. VEHICLE USE

3.1 The customer undertakes to use the vehicle conscientiously and with care. In particular, he will perform regular servicing usually expected, such as checking the level of water, oil and brake fluid. Should the vehicle be used over a long period of time, the customer will replace the oil at his own expense every 3,000 kilometres at an official dealer of the car make.

3.2 The customer will never use the vehicle:

- to transport goods which are prohibited or dangerous
- to transport passengers for money
- to transport an excessive number of passengers or objects
- to give driving lessons, even free of charge
- to tow, push or move other vehicles
- in case of odometer malfunction
- in the event of breakdown or mechanical fault
- on any other surface than standard European paved roads.

3.3 It is strictly forbidden for the customer to use the rented car for any sports events whatsoever such as motor races, rallies or to perform the reconnaissance of races or racing tracks or any other form of motor racing events or competitive sports.

3.4 Under no circumstances whatsoever shall the vehicle be driven by anybody under the influence of medicine, alcohol or drugs.

3.5 It is strictly forbidden for the customer to transform the vehicle, modify its technical features, add or remove any parts or accessories, engrave it or write any inscriptions on it.

4. CUSTOMER'S OBLIGATIONS IN CASE OF BREAKDOWN OR FAULT

4.1 The customer must immediately inform ELITE in writing of any breakdown or fault.

4.2 The repair must take place at the nearest representative of that make of car and only if ELITE has given its prior consent in writing.

4.3 If these requirements have been fulfilled and provided that the breakdown or fault is not the result of an unauthorised or careless use of the vehicle, ELITE will reimburse the repair cost to the customer after both, the invoice and the damaged parts, have been presented,

4.5 If the breakdown or fault is the result of an unauthorised or careless use, the customer is liable for any costs of damage caused to the vehicle, including the number of days of vehicle immobilisation during the repair according to the applicable rental price list, in addition to 200 km.

4.6 ELITE refuses to accept liability for any delay, loss or damage resulting from a breakdown or fault of the vehicle.

5. INSURANCE / CUSTOMER'S OBLIGATIONS IN CASE OF ACCIDENT, DAMAGE, LOSS OR THEFT CAUSED TO THE VEHICLE

GENERAL:

5.1 In case of accident or any damage caused to the vehicle, including, amongst other things, theft, theft attempt or act of vandalism, the customer promises to take any steps or measures necessary to protect ELITE'S interests. In particular, he must

- inform ELITE immediately in writing
- fill in an accident report
- demand a police report.

5.2 In case of accident, the customer must meet the vehicle repatriation costs to Geneva.

5.3 ELITE refuses to accept responsibility for any delay, loss or damage resulting from an accident, a breakdown or any other mechanical problem with the vehicle.

THIRD PARTY LIABILITY:

5.4 The customer (as well as any authorised drivers) is covered by ELITE'S unlimited third-party liability insurance contract. This insurance includes a deductible of CHF 2'000.-- for which the customer is responsible. It covers any property and/or physical damage caused to third parties.

5.5 In the event that the Third Party Insurance Company should refuse or reduce the granted benefits by virtue of art. 14 of the Swiss Law on Insurance Contracts or in application of the insurance company's general terms and conditions, the damage repair shall remain under the customer's responsibility and the customer shall compensate ELITE for any loss suffered or damage caused.

LOSS, THEFT OR DAMAGES CAUSED TO THE VEHICLE:

5.6 At the conclusion of the contract, the customer is proposed the following possibilities:

a. **LTD - Loss Theft Deductible:** The customer benefits from an insurance covering loss, theft or attempt of theft. In these cases, the customer is responsible for the payment of the deductible (LTD) proposed by Elite.

b. **DD - Damage Deductible:** The customer benefits from an insurance covering collision, accident. In these cases, the customer is responsible for the payment of the deductible (DD) proposed by Elite.

c. **LTDR - Loss and Theft Deductible Reduced:** The customer pays a **Daily LTDR Fee** (Daily Loss and Theft Deductible Reduction Fee) for an additional insurance cover for loss, theft or attempt of theft contracted by Elite. The deductible (LTDR) will be therefore reduced to the amount specified in this contract.

d. **DDR - Damage Deductible Reduced:** The customer pays a **Daily DDR Fee** (Daily Damage Deductible Reduction Fee) for an additional Insurance cover for collision, accident contracted by Elite. The deductible (DDR) will be therefore reduced to the amount specified in this contract.

e. The customer does not benefit from any Insurance offered by Elite. The customer is entirely responsible for the damage caused to the vehicle or to Elite even if the damage (namely including, collision, accident, loss, theft or attempt of theft) is not caused by the customer's fault.

5.7 At the conclusion of the contract, the customer may conclude - against payment of the applicable premium - a fully comprehensive insurance covering any damages caused to the vehicle or in case of theft or attempt of theft (see above 5.6). If this is the case, the customer shall only be responsible for the deductible, except if the insurance company refuses to indemnify or does not fully indemnify ELITE, e.g. by virtue of art. 14 of the Swiss Law on Insurance Contracts or in application of the insurance company's general terms and conditions or for whatever other reason. In that event, the customer shall indemnify ELITE of all damages or loss ELITE may suffer.

5.8 In case of damage caused to vehicle, irrespective of the origin of such damage (i.e. collision, accident, theft, attempt of theft, loss, etc) and irrespective of the insurance option chosen by the customer (art. 5.6 a,b,c,d or e), the customer shall indemnify ELITE of the loss incurred due to the immobilisation of the vehicle, up to 10 days of rental, according to the rental rate that has been agreed. This amount is due by the customer, even if the damage is not caused by the customer's fault.

5.9 Excluded from the fully comprehensive insurance, for any vehicles (under the customer's liability) are:

- damage caused by vandalism;
 - damage or loss caused by virtue of art. 3.2 to 3.4;
 - loss of revenue due to vehicle immobilisation;
 - damage to tyres, inner equipment/fittings, and upper parts of the vehicle (canvas cover, tarpaulin, hood);
 - damage to mechanical parts resulting from a misuse, from an unauthorised part or from the use of an inappropriate fuel;
 - and damage caused to the vehicle as a result of war, civil disturbances or riots.
- 5.10 Excluded from the fully comprehensive insurance, for convertible vehicles (under the customer's liability) are also:
- damage caused to the roof (soft top, hood, mechanism or windows) either by mistake or misuse;
 - damage resulting from someone (or several persons) sitting on the hood;
 - damage inside the car caused by leaving the roof open in case of rain, wind or for similar reasons.

PERSONAL ACCIDENT INSURANCE

5.11 Personal Accident Insurance (PAI)

The customer is proposed a Personal Accident Insurance for driver and passenger(s). The PAI covers

- in case of death: up to max. CHF 50'000.—per person
- in case of invalidity: up to max. CHF 150'000.—per person

6. AMOUNTS DUE FROM THE CUSTOMER AND GUARANTEES

6.1 The customer will pay ELITE upon the first request and in Swiss currency the rental price calculated according to the following provisions, as well as the total amount of the expenses or costs resulting from this contract or from the application of the rental price list in force.

6.2 If the customer is responsible for a breakdown, defect, accident or for any damage whatsoever, the rental price remains due for the full period up to the return date as initially agreed, in addition to any other sums due by the customer to ELITE by virtue of this contract.

6.3 The calculation of the kilometric allowance shall only be based on the original odometer.

6.4 Fuel expenses are exclusively supported by the customer and are calculated by comparison to the fuel level on car delivery.

6.5 The customer guarantees to ELITE that he will pay all amounts mentioned above and any other sum resulting from this contract and, in particular, from damage caused to the vehicle by signing a blank sales draft on any credit card accepted by ELITE. Thus, he expressly authorises ELITE to cash the amount owed by the customer as soon as the contract is terminated. The customer confirms therewith that he owes this amount and that he must pay it to ELITE.

6.6 The customer may be required to pay a cash deposit in order to guarantee ELITE's claims. This security earns no interest.

7. RETURN OF THE VEHICLE

7.1 The customer will return the vehicle in perfect working order at the place and on the date agreed in this contract, with all accessories and any documents delivered by ELITE. The customer has no right to retain the vehicle whatsoever.

7.2 In the event that the customer should leave the vehicle in a place not beforehand accepted by ELITE, the customer acknowledges hereby that he owes ELITE at least (and according to the model of the rented vehicle) a supplementary allowance of CHF 2.50 per kilometre for the distance between the place where the vehicle was left and the place where the vehicle should have been returned according to this contract.

7.3 Any request for prolongation of this contract must be transmitted to ELITE in writing at least 24 hours before the expiration date.

7.4 Should the customer breach any of the customer's obligations, ELITE shall be entitled to request at any time that the vehicle be returned immediately.

8. MISCELLANEOUS

8.1 The customer must pay for any fine or ticket incurred during his or her use of the vehicle.

8.2 The customer promises not to leave the vehicle without first checking that all doors are locked, that the windows and the sun roof are closed and that he or she has not forgotten the keys in or on the car.

8.3 The customer discharges ELITE of any responsibility for any damage to personal objects transported in the vehicle and belonging to the customer or any third person.

9. CONTRACT CHANGES OR AMENDMENTS

9.1 Special provisions or agreements made in addition to this contract and, in particular, any changes or amendments to this contract are null and void unless they have been agreed upon in writing and duly signed by both parties.

10. EXCLUSION OF COMPENSATION

The customer is not entitled to compensate any receivables or claims on ELITE with his or her debts to ELITE.

11. NON-EXERCISING OF A RIGHT

In the event that either party of this contract does not exercise any of the rights or claims imparted to that party according to the General Terms and Conditions thereof shall in no way be considered as a relinquishment of the benefits of such rights or claims.

12. GOVERNING LAW AND PLACE OF JURISDICTION

12.1 This contract is governed exclusively by Swiss Law.

12.2 Both parties hereby agree that any law suits arising out of the matters covered in this contract shall be brought under the exclusive competence of the legal courts of the Canton of Geneva and subject to appeal before the Swiss Federal Court.