

General Terms and Conditions („GTC“) of 1986 AG („AWS“) as of 1 January 2026

These GTC govern the legal relationship between AWS and purchasers of vehicles (each a **“Purchaser”**) and supplement the individually concluded vehicle purchase agreement between the parties (the **“Agreement”**). The GTC form an integral part of the Agreement.

By entering into the Agreement, the Purchaser expressly confirms that he or she has read, understood and accepted the GTC. The version of the GTC applicable from time to time is available at [\[website link\]](#) and will, upon express request, be provided to the Purchaser in hard copy prior to the conclusion of the Agreement.

1. Vehicle Characteristics

- 1.1 Any descriptions, illustrations, specifications or other information contained in brochures, advertisements or other sales documentation are provided for informational purposes only and shall not be legally binding.
- 1.2 Vehicles are generally ordered based on display models or generic catalogue images. Minor deviations in size, colour, structure, workmanship or equipment are expressly reserved. Any specifications contained in brochures or price lists, including dimensions or measured values, are approximate and non-binding.
- 1.3 The Purchaser acknowledges that so-called “EU/EEA vehicles” may differ from so-called “Swiss vehicles” in terms of equipment, technical features, service scope or warranty conditions.
- 1.4 It is the sole responsibility of the purchaser to clarify all characteristics and features relevant to him/her prior to entering into the Agreement and to ensure that such characteristics are expressly recorded in the Agreement. Any subsequent claims based on non-performance, defective performance or errors of any kind are excluded to the extent permitted by applicable law.
- 1.5 “EU/EEA vehicles” are delivered with Swiss registration. As a rule, such vehicles are registered in the country of origin with a so-called “day registration”. Where such a day registration has taken place, the manufacturer’s warranty shall commence as of the date of such initial registration.

2. Trade-in Vehicles

- 2.1 The Purchaser is responsible for the accuracy and completeness of all information provided in relation to the Trade-In Vehicle, in particular regarding mileage, accident history and any existing rights of third parties (e.g. leasing companies or lenders). The Purchaser represents and warrants that no retention of title, liens or third-party claims exist in respect of the Trade-In Vehicle. The vehicle, in its condition at the time of handover, fulfils all requirements for registration in the intended country of registration, and all documentation and evidence required for such registration are available.
- 2.2 The trade-in value and the mileage as of the planned handover date shall be recorded in writing at the time of conclusion of the Agreement and credited against the Total Purchase Price. If, upon handover, defects or deviations are identified that were not disclosed in advance, AWS shall be entitled to adjust the trade-in value accordingly or to withdraw from the Agreement. Excess mileage shall be charged at a rate of 1.0% of the new Vehicle price per 1,000 km.

3. Price and Payments

- 3.1 The Total Purchase Price is based on the Swiss catalogue price valid at the time of conclusion of the Agreement. Any price changes, in particular due to exchange rate fluctuations or price increases imposed by the manufacturer, are expressly reserved.
- 3.2 For stock vehicles, the Total Purchase Price agreed in the Agreement shall be binding until delivery of the Vehicle.
- 3.3 Where the purchase price is denominated in a foreign currency, the calculation shall be based on the exchange rate applicable at the time of conclusion of the Agreement. If the vehicle price increases due to exchange rate movements prior to delivery, the Total Purchase Price shall be increased accordingly.
- 3.4 Payments shall be made in accordance with the Agreement and as specified in the relevant invoice.

- 3.5 Cash payments of CHF 15,000 or more require the completion of a form pursuant to the Swiss Anti-Money Laundering Act by the Purchaser.
- 3.6 Payments by credit card and payments via other instant payment methods (e.g. TWINT, Apple Pay, Google Pay) shall, upon successful transaction, result in immediate debit of the relevant payment instrument and shall be deemed to constitute a legally binding order. AWS reserves the right not to accept certain payment methods, in particular American Express cards or special-purpose credit cards. Payment by bank transfer or in cash is preferred. Any fees incurred in connection with such payment methods shall be charged to the purchaser in addition.
- 3.7 In the case of advance payments or Down Payments (*Anzahlungen*), orders shall only be processed after receipt of the relevant payment.
- 3.8 Any Down Payments (*Anzahlungen*) made shall be credited against the Total Purchase Price upon full performance of the Agreement.
- 3.9 Vehicles in stock shall be reserved for a maximum period of 30 calendar days upon receipt of a Down Payment (*Anzahlung*). Upon expiry of this period, AWS shall be entitled to sell the Vehicle to a third party. In such case, the Down Payment (*Anzahlung*) shall be forfeited if the Purchaser is responsible for the failure to complete the transaction. AWS expressly reserves the right to claim further damages. The amount of the Down Payment (*Anzahlung*) must be reasonable so as to justify the reservation; AWS is entitled to require a minimum Down Payment (*Anzahlung*).

4. Retention of Title (*Eigentumsvorbehalt*)

- 4.1 Title to the Vehicle shall remain with AWS until full payment of the Total Purchase Price and settlement of all other outstanding claims.
- 4.2 The Purchaser undertakes to cooperate with the registration of the retention of title in the competent register and to bear all costs associated therewith.

5. Handover, Transfer of Risk and Default

5.1 Handover and Transfer of Risk

- 5.1.1 The Purchaser shall inspect all documentation (e.g. vehicle registration documents, service booklet) as well as the Vehicle itself immediately upon handover. Any objections or complaints must be notified in writing without delay.
- 5.1.2 The risk shall transfer as follows:
- in the case of collection of the Vehicle: upon handover to the Purchaser or to a person designated by him/her;
 - in the case of delivery by AWS: upon handover to the first carrier or transport company. Any liability for loss of or damage during transport is excluded.

5.2 Delay in Delivery

- 5.2.1 A binding delivery date cannot be guaranteed in advance. Delivery delays due to force majeure (*höherer Gewalt*) (including natural disasters, strikes, production or logistics disruptions at the manufacturer, theft or comparable events) may result in an appropriate extension of the delivery period, potentially for several months and, in exceptional cases, for a longer period, but in any event by at least six months. AWS shall, where possible, inform the Purchaser without undue delay of such delays once AWS becomes aware thereof. The specific delivery or handover date shall be agreed between AWS and the Purchaser once the Vehicle becomes available.
- 5.2.2 For non-stock vehicles, in particular custom-made vehicles, delivery times may range from several months to several years. Any indications regarding delivery dates are generally non-binding unless expressly confirmed by AWS in writing as binding. Withdrawal from the Agreement due to delivery delay shall only be permitted if (i) AWS has expressly and in writing committed to a binding delivery date, (ii) such delivery date has been exceeded by more than six months, and (iii) the Purchaser has granted AWS a reasonable grace period for delivery of at least 120 calendar days in writing.

Claims for damages arising from delivery delays are excluded unless such delay was caused by AWS intentionally or through gross negligence.

5.3 Default in Acceptance (*Annahmeverzug*)

- 5.3.1 If the Purchaser is in default of acceptance, all benefits and risks shall pass to the Purchaser. Storage costs of CHF 50 per day as well as any transport and additional costs shall be borne by the Purchaser.
- 5.3.2 In the event of default in acceptance, AWS shall be entitled, at its discretion, to:
- withdraw from the Agreement, retain the Down Payment (*Anzahlung*) and, in addition, claim a contractual penalty in the amount of 15% of the Total Purchase Price (to the extent not yet paid) or, to the extent already paid, retain a corresponding amount;
 - sell the Vehicle to a third party, in which case any losses incurred by AWS shall be borne by the Purchaser,
 - set off any Down Payments (*Anzahlungen*) already made against costs incurred.

5.4 Default in Payment

- 5.4.1 The Purchaser shall automatically be in default without further notice upon expiry of the agreed payment deadline if the Total Purchase Price has not been paid in full. In such case, AWS shall be entitled to take the following measures:
- default interest at a rate of 8% per annum shall accrue on the outstanding amount as from the first day of default;
 - the Purchaser shall bear all costs incurred in connection with the enforcement of the claim (e.g. legal, collection and administrative costs).
- 5.4.2 In the event of default in payment, AWS shall be entitled, at its discretion, to take any of the following steps:
- delivery of the Vehicle may be withheld until all outstanding amounts (including default interest and reminder fees) have been settled in full;
 - AWS may insist on performance of the Agreement and claim all damages resulting therefrom, including default interest and additional costs;
 - AWS may grant a grace period of at least seven calendar days for payment. If the payment obligation is not fully complied with within such period, AWS shall be entitled to withdraw from the Agreement. In such case, AWS shall further be entitled to retain any Down Payments (*Anzahlungen*) made and to claim an additional contractual penalty of 15% of the Total Purchase Price, or to claim damages for the actual loss incurred if such loss exceeds the contractual penalty;
 - AWS may grant a grace period of at least seven calendar days for payment. If the payment obligation is not fully complied with within such period, AWS shall be entitled to sell the Vehicle to a third party. If AWS achieves a lower sales price as a result, the Purchaser shall bear the difference as well as all costs incurred.

6. Set-Off

Counterclaims may only be set off against claims of AWS if they have been finally adjudicated or expressly acknowledged by AWS.

7. Limitation of Liability

- 7.1 AWS shall be liable, irrespective of the legal basis asserted, exclusively for damage caused by wilful misconduct or gross negligence on the part of AWS.
- 7.2 Any liability for slight or ordinary negligence, indirect or consequential damages, as well as consequential damages resulting from defects, is excluded to the extent permitted by applicable law.

- 7.3 AWS shall not be liable for damage caused by third parties or auxiliary persons engaged by AWS, except in cases of mandatory statutory liability.
- 7.4 Any liability for atypical, unforeseeable or consequential or incidental damages, including loss of profit or loss of use, is excluded.

8. Leasing Option

- 8.1 If a Purchaser wishes to finance the Vehicle through a leasing arrangement, AWS cooperates with selected leasing companies and provides the necessary documentation. The leasing agreement shall be concluded exclusively between the Purchaser and the leasing company. AWS shall neither be a party to, nor act as intermediary or broker in respect of, the leasing agreement and shall assume no responsibility or liability for the conclusion, approval or content of the leasing agreement.
- 8.2 The Purchaser is obliged to:
- notify AWS in writing, at the latest upon conclusion of the Agreement and in any event no later than five calendar days prior to the due date of the Total Purchase Price, that the leasing option is to be utilized;
 - provide all documentation required by the leasing company (e.g. creditworthiness documentation, copies of identification documents) in full and in a timely manner; and
 - duly comply with all obligations arising under the leasing agreement (e.g. timely payment of leasing instalments).
- 8.3 Handover of the Vehicle shall take place only after:
- the conclusion of a legally valid leasing agreement between the Purchaser and the leasing company;
 - confirmation by the leasing company that all requirements for the financing have been fulfilled; and
 - receipt of any additional Down Payments (*Anzahlungen*) or fees to be paid as defined in the Agreement.
- 8.4 If the Purchaser applies for the leasing option but such option is not approved, the Purchaser shall remain bound by the Agreement. The Total Purchase Price shall be paid in accordance with the original payment terms. If no financing is obtained and the Purchaser is unable to pay the Total Purchase Price as agreed, AWS shall be entitled to:
- withdraw from the Agreement after granting a written grace period of seven calendar days;
 - retain any Down Payment (*Anzahlung*) already made;
 - claim a contractual penalty in the amount of 15% of the Total Purchase Price as well as any costs incurred (e.g. storage or transport costs); and
 - charge all further damages in full.
- 8.5 Until conclusion of the leasing agreement and full performance of all contractual obligations, title to the Vehicle shall remain with AWS or the leasing company, as applicable. The Purchaser may not, without prior consent, transfer, encumber, sell or otherwise dispose of the Vehicle to or in favour of third parties.
- 8.6 AWS shall not be liable for any delays or rejections by the leasing company and assumes no responsibility for any damages that may arise as a result of a delayed handover of the Vehicle.

9. Data Processing

- 9.1 The Purchaser consents to the processing of his/her personal data by AWS to the extent required for the performance of the Agreement, creditworthiness checks, customer support, financing and marketing purposes (e.g. statistics, dispatch of brochures and offers).

- 9.2 The Purchaser expressly authorizes AWS to transfer personal data to importers and manufacturers domiciled in Switzerland or abroad and to permit the use of such data for the aforementioned purposes.
- 9.3 AWS undertakes to process the purchaser's personal data in compliance with the applicable data protection laws (in particular the revised Swiss Federal Act on Data Protection (revFADP) and/or the GDPR) and to implement appropriate technical and organisational security measures.
- 9.4 The Purchaser may revoke consent to the processing of personal data for marketing purposes at any time in writing. Other lawful bases for data processing (e.g. processing necessary for performance of the Agreement) shall remain unaffected.

10. Conclusion of the Agreement

- 10.1 The Agreement shall be deemed validly concluded unless a member of AWS's management expressly declares in writing within five calendar days after execution of the Agreement by the Purchaser and AWS that AWS does not wish to enter into the Agreement.
- 10.2 In the event of a timely withdrawal from the Agreement by AWS, no contractual penalty shall be due. Any claims for compensation by the Purchaser are hereby excluded.
- 10.3 The Purchaser irrevocably waives any claims that may arise as a result of a withdrawal from or revocation by AWS, except in cases of wilful misconduct or gross negligence on the part of AWS.

11. Confidentiality

- 11.1 The Purchaser undertakes to keep confidential all non-public information received from AWS in connection with the Agreement where the confidential nature of such information is apparent from the circumstances or is expressly designated as confidential.

Disclosure of such information to third parties shall only be permitted to the extent required for the performance of the Agreement (e.g. vis-à-vis authorities, insurers, financing institutions or professional advisers).

The confidentiality obligation shall survive termination or completion of the Agreement for a period of five years, unless disclosure is required by mandatory law.

12. Prohibition of Assignment

- 12.1 Claims and rights arising out of or in connection with the Agreement may not be assigned or transferred without the prior express written consent of AWS. Assignments in favor of leasing companies or financing institutions for the purpose of financing the purchase of the Vehicle are excluded from this restriction.
- 12.2 Any assignment made in violation of this provision shall be null and void.

13. Costs, Expenses and Taxes

- 13.1 The Purchaser shall bear all of its own costs and expenses incurred in connection with the negotiation, conclusion and performance of the Agreement, unless expressly agreed otherwise in writing.
- 13.2 Taxes:
- All taxes, duties and charges arising out of or in connection with the Agreement or its performance (e.g. value added tax, customs duties, environmental charges, import or export taxes) shall be borne by the Purchaser, unless expressly included in the Total Purchase Price. Any increase in tax rates or charges after conclusion of the Agreement shall be borne by the Purchaser in addition to the agreed purchase price. Any decrease in such tax rates or charges shall, to the extent they relate to the purchase or delivery, be credited to the Purchaser.
 - AWS assumes no responsibility or liability for the Purchaser's tax obligations, in particular in connection with luxury or imported vehicles.

14. Notices

- 14.1 Any notices and other communications in connection with the Agreement shall be made in writing and sent to the addresses of the parties specified in the Agreement. Written form shall also include communications by email, unless expressly agreed otherwise in the Agreement.
- 14.2 Notices shall be deemed to have been given as follows:
- A written notice shall be deemed given once it has been duly dispatched by the sending party, whether electronically (e.g. by email) or by post (e.g. A-Post or an equivalent postal service).
 - In the case of postal delivery, receipt shall be presumed on the third business day following dispatch, unless a later actual receipt can be proven. For purposes of proving receipt, the actual time of receipt by the recipient shall be decisive.
- 14.3 The purchaser shall ensure that the contact details provided are accurate and up to date and shall notify AWS without delay of any changes thereto.
- 14.4 The sender shall bear the burden of proof for proper dispatch and receipt of the notice by the recipient.

15. Severability

- 15.1 Should any provision of these GTC be or become invalid, incomplete or unenforceable, the validity of the remaining provisions shall not be affected.
- 15.2 Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic intent of the invalid or unenforceable provision.
- 15.3 The same shall apply in the event of any gaps in these GTC.

16. Governing Law

- 16.1 These GTC shall be governed exclusively by Swiss substantive law, excluding its conflict of laws rules and any international treaties, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

17. Jurisdiction

- 17.1 The exclusive place of jurisdiction for all disputes, controversies or claims arising out of or in connection with these GTC shall be the City of Zurich, Switzerland.
- 17.2 AWS shall further be entitled to initiate legal proceedings at the domicile or place of business of the Purchaser or at any other competent forum.