

# GENERAL TERMS AND CONDITIONS GLM - GENERAL LIMOUSINE MANAGEMENT (AAAAA GLM GMBH)

#### 01. Applicability

The following General Terms and Conditions shall apply for all services and supplies provided by the limousine service of [GLM, AAAAA GLM GmbH, General Limousine Management (hereinafter referred to as "GLM").

## 02. Reservation & conclusion of contract

Reservations can be made via e-mail, phone, online contact form or in person on-site. Bookings are only valid if confirmed in writing by GLM. The contract will be concluded only upon this written confirmation.

### 03. Duty to disclose information

The client is obliged to provide GLM with all necessary information for a prompt and reliable service performance. The information duty includes for example hours of service, pick-up times, flight details, name and number of passengers, number of luggage pieces, age of travelling children, pets, etc.

GLM will refuse any liability in the event wrong, incomplete or false information is disclosed (example: booking of a sedan car for 2 passengers, but 5 passengers show up -> no space in the vehicle. Example: No information about children on-board -> no child seats ready in the vehicle).

#### 04. Prices and scope of services

The agreed pre-contract pricing and the confirmed pricing in our written confirmation shall be valid and binding. All prices are in Swiss Francs (CHF) and all rates include 7.7% Swiss VAT.

Included in the rates: Professional chauffeur, vehicle of the requested category or higher category, fuel, supplies,

parking fees, highway, tunnel and road fees, car cleaning, car maintenance, amenities on-board (i.e. mineral water, napkins, etc.), regular expenses of the chauffeur (i.e. meals,

telephone, etc.), vehicle, passenger and cargo insurance, Swiss VAT of 7.7%

Excluded in the rates: Expenses for the traveller / client, extras for the traveller / client (i.e. tickets, entry fees), F&B

and overnight stay for multi-day services and during events, other non-arranged extras

Different terms and conditions may apply for multi-day services and for special events. GLM will mention any deviating terms at the time of booking, All exceptions must be confirmed in writing, at the time of the booking, before start of service.

## 05. Special terms and conditions for airport transfers

Passengers will be met with the requested nameplate, depending on the airport, either directly at the baggage claim or in the arrival hall after customs. The passenger is obliged to look carefully for the waiting chauffeur (no liability for claims of "missing" the chauffeur).

If the passenger cannot spot / find the chauffeur right away, the passenger has a duty to collaborate. Before the passenger makes any alternative arrangements with a third party, the passenger must try to contact the chauffeur at least once directly, and also GLM at the central hotline phone number at least once. Otherwise, GLM shall have no liability whatsoever and the agreed service shall be charged as "no-show".

For airport pick-up's, GLM does not charge any waiting time or any additional fees in case of any delay not arising through the passenger's fault (i.e. customs controls, delay in luggage delivery). Additional charges may occur in case of self-imposed delays such as shopping, tax free visits, stays in airport lounges, restaurant facilities, etc. Waiting time will be charged according to the price list.

## 06. Special terms and conditions for transfers and roadshows

Transfers will be conducted on the most direct route, without any stops or diversions. The choice of route shall be the responsibility of the chauffeur. Any en-route stops or any changes to the route may result in additional charges. Exceptions are lavatory/relaxing stops at highway service areas during long-distance transfers.

For roadshows within the operating area of a GLM homebase, GLM will charge only the effective duty time. The effective duty time shall start with the requested pick-up time or with the estimated arrival time of a flight. The effective duty time shall end with the final drop-off or with the communicated end of service. The charges for all time-based services will be calculated in 15-minutes-intervals.

## 07. Payment terms & conditions

In general, all services shall be paid in full prior to the day of the service. GLM accepts all major credit cards without any fees / commissions, bank / wire transfers, or cash payment at any homebase of GLM. In case of payments by bank / wire transfers, especially in case of international transfers, the transactions must be completed without any foreign bank charges for GLM.

Corporate clients as well as agency clients shall have the possibility, after opening a corporate account, to pay by regular invoice after service. This procedure can be granted only after a successful credit history check. Invoices can be sent by regular mail and/or electronically, prior to or after the service. Invoices are payable within 10 days, provided no other payment terms have been arranged.



### 08. Cancellation & no-shows

All general / basic services of GLM can be cancelled free of charge up to 24h before the scheduled start of the service. In the event of cancellation less than 24h before the scheduled start of the service, the cancellation penalty will be 100% of the expected contract volume.

No-shows will be charged 100% of the expected contract volume.

For extended services (i.e. GLM Concierge Service), special vehicles (i.e. armoured cars, classic cars) as well as for services provided through third parties, special conditions may apply.

During events (i.e. Art Basel, WEF) as well as for multi-day services / services with multiple vehicles, special conditions may apply.

Clients can announce changes (i.e. change of arrival date, change of flight details) at any time, without incurring additional charges or penalty charges. Charges may apply if such changes are communicated after the vehicle has left the garage / GLM homebase.

## 09. Complaints

Quality is GLM's top priority. If any client is – contrary to expectations - dissatisfied with the services provided by GLM, the client shall submit a complaint in written form, including any kind of evidence, no later than 5 business days after completion of the services.

## 10. Vehicles

The vehicle category which has been chosen at the time of booking is guaranteed. GLM reserves the right to provide the client with a complimentary upgrade to a higher category or to arrange a similar vehicle model from the same category. Example: Booking has been made for a Mercedes-Benz Class E, service has been provided with a Mercedes-Benz Class S = upgrade to a higher category without any extra charges.

#### 11. Obligation to provide carriage / safety, security & behaviour on-board

GLM is under no general obligation to provide carriage by law. All passengers shall respect all laws and road traffic regulations. In the event of any violations and resulting fines, the passenger will be liable for his own personal behaviour (i.e. for not wearing a seat belt). Passengers are obliged to behave in a way that does not jeopardize the personal safety and security of anyone on board at any time.

GLM provides complimentary child seats (booster, full-size seats, baby seats) on-board the vehicles. Child seats must be requested at the time of booking. GLM must be informed about the correct age of the children in order to provide matching seats. If the client fails to provide correct information, GLM shall not be liable.

Smoking is strictly prohibited in all vehicles. If this no-smoking policy is not respected by a passenger, the vehicle will have to undergo a special cleaning process (ozone treatment) after the service. Charges for this process will be billed to the offender / to the booker of the service.

In case of any international journeys / border crossings, the passenger shall be liable for compliance with all travel, entry, visa and/or custom policies. The chauffeur and GLM shall be released from liability for any claims connected to this topic (example: Passenger forgot his travel passport at the hotel, vehicle has to return at the border. Example: Passenger does not declare goods to customs and receives a fine).

# 12. Liability and acts of God ("Force Majeure")

GLM will accept liability only in the event of damage which is caused intentionally or as a result of gross negligence. GLM shall have no further liability, and in particular no liability for ordinary or moderate negligence or for indirect loss, such as for example any loss of profit. GLM accepts no liability for services which are provided by a third party, including services that have been organised by GLM.

GLM shall not be liable for any claims arising from acts of God ("Force Majeure). This includes natural and man-made disasters, demonstrations / riots, acts of terror and/or war, police checks / law enforcement operations, traffic jams, traffic accidents, pandemic-related events, medical emergencies, evacuations, bomb and other terroristic threats, and any other situations over which GLM has no control. The list above is not conclusive.

## 13. Errors / omissions

GLM aims to keep its websites, price lists, printing materials, offers and confirmations and e-mails as exact, current and accurate as possible. However, despite taking all reasonable precautions, we can't exclude obvious typographical mistakes, inaccuracies and omissions.

## 14. Applicable law and place of jurisdiction

These GTCs and all contracts based on them shall be exclusively governed by and construed in accordance with Swiss law; recourse to private international law is excluded. The place of performance and place of jurisdiction for all legal disputes shall be Zurich, except in those cases where the law regarding place of jurisdiction prescribes a different place of jurisdiction. Should any individual provision of these GTC's not have any legal effect, this shall not affect the validity of the remaining provisions. In such a case, the provision which is ineffective shall be replaced by an analogous provision which shall however be effective.