

# General Terms And Conditions

## 1. **Contractual partner**

Yellow Card is a product of Herold Fahrzeugvermietung AG (hereinafter referred to as Hertz), a company of the Emil Frey Group Switzerland. The website (hertzyellow.ch) is also operated directly by Hertz. The purchase contract is concluded with Hertz. For orders placed by customers with a delivery address and domicile in Switzerland or Liechtenstein, the purchase contract is concluded exclusively between Hertz (hereinafter "Hertz") and the customer (hereinafter "customer" or "you").

## 2. **Scope of application**

These General Terms and Conditions apply to all orders placed via the hertzyellow.ch website by customers resident in Switzerland or the Principality of Liechtenstein.

## 3. **Offer and conclusion of contract**

The presentation of the Yellow Card does not constitute a legally binding offer, but an invitation to the customer to place a binding order (offer to conclude a contract). By clicking on the order button, the customer places a binding order for the Yellow Card. Immediately after receipt of the order, Hertz confirms receipt of the order by e-mail. The purchase contract is only concluded upon delivery of the Yellow Card. Payment is processed on behalf of Hertz by the company MNQ Switzerland, Breitensteinstrasse 14, 8037 Zurich, Switzerland (hereinafter referred to as NMQ Switzerland). There is NO contract between NMQ Switzerland and the customer. Hertz is the contact and contractual partner for car rentals and the use of the Yellow Card to grant discounts.

## 4. **General terms of use of the Yellow Card**

Holders of the Hertz Yellow Card can benefit from a 15 percent discount on all car and light commercial vehicle rentals and on the Hertz Minilease car subscription throughout Switzerland for one year. Customers also receive a discount of UP TO 15% when renting abroad. The card is not automatically renewed. Before the 1-year period of use expires, the customer will be given the opportunity to extend the Yellow Card via a link sent by e-mail and thus continue to benefit from the advantages of the Yellow Card. If the customer does not extend the card, the card automatically loses its validity at the end of the period of use. If the Yellow Card is lost, a new card will be applied for and sent immediately after notification.

The Yellow Card is non-transferable and may only be used by the cardholder.

## 5. **Right of withdrawal**

Customers have the right to cancel the Yellow Card within 5 days of the date of purchase.

## 6. **Prices and shipping costs**

The price of the Yellow Card includes VAT and other price components and is quoted in Swiss francs (CHF).

## 7. **Terms of delivery**

Delivery is only made to delivery addresses within Switzerland and the Principality of Liechtenstein. The customer is responsible for the correctness of the delivery address.

The standard delivery time is 10 to 14 days. Hertz reserves the right to outsource the production, personalization and dispatch of the Yellow Card to a partner company.

8. **Terms of payment**

Payment is made by credit card (VISA or Mastercard).

9. **Retention of title**

Hertz retains ownership of the Yellow Card ordered until the customer has transferred the purchase price by credit card.

10. **Warranty**

Hertz undertakes to exercise due care and to provide the services in accordance with the contract. It also undertakes to carefully select, train and professionally work the employees deployed and to monitor them.

11. **Liability**

Hertz excludes liability for negligent breaches of contract. The same applies to breaches of contract by auxiliary persons and substitutes.

12. **Data protection**

Hertz undertakes to comply with data protection regulations when processing customer data. Further information on the handling of customer data can be found in the separate data protection declaration.

13. **Place of jurisdiction and applicable law**

The place of jurisdiction for disputes arising from these GTC is Zurich. Swiss law is applicable to all contractual relationships. The parties shall endeavor to settle any disputes arising from the implementation of these GTC by amicable means.

14. **Final provisions**

Should any provision of these General Terms and Conditions be invalid, the remainder of the contract shall remain invalid. The invalid provision shall be replaced by the relevant statutory provisions.

**Herold Fahrzeugvermietung AG**

Glattbrugg, March 2025

Version 2.0