



GENERAL TERMS AND CONDITIONS FOR THE GENESIS CARE PLAN

1. SCOPE OF APPLICATION

These General Terms and Conditions ("General Terms and Conditions" or "GTC") apply to all contracts for the provision of the GENESIS CARE PLAN ("Product") by Genesis Motor Switzerland AG, with registered office at Bahnhofstr. 62, 8001 Zurich, Tel. 0800 003 232, email ask@ch.genesis.com ("GENESIS" or "we"), to a customer ("you") on the basis of the following GTC.

2. CONCLUSION OF CONTRACT

By selecting an optional GENESIS CARE PLAN package, this package becomes part of the purchase contract for the GENESIS vehicle provided by your GENESIS dealer ("Contract"). With respect to the Product, your GENESIS dealer is authorized to act in the name and on behalf of GENESIS.

By signing the vehicle purchase contract, you accept these General Terms and Conditions. Upon request, you may ask your GENESIS dealer to print these GTC for you.

The order, including your personal data, will be stored electronically by GENESIS in compliance with data protection requirements (Section 4).

3. SERVICES

3.1 Eligibility and Restrictions

The GENESIS CARE PLAN applies exclusively to Genesis vehicles that were originally sold to an end customer by an authorized Genesis dealer in the European Economic Area including the United Kingdom and Switzerland. The Care Plan does not apply to vehicles which are used commercially for passenger transport, freight transport or as self-driven rental / hire cars unless explicitly stated in the sales contract.

The GENESIS CARE PLAN is limited to 5 years or 75,000 km, whichever occurs first, from the vehicle's first registration.

Services may be carried out exclusively by authorized GENESIS repairers in the European Economic Area.

The Product is vehicle-specific and transfers to a new owner upon sale, unless otherwise agreed.

3.2 Packages

The GENESIS CARE PLAN is available in two different packages:

- (1) “GENESIS 5-Year Care Plan” and
- (2) “GENESIS 5-Year Care Plan including collection and return service”.

3.3 GENESIS 5-Year Care Plan

3.3.1 Maintenance and Inspection Services

The GENESIS 5-Year Care Plan includes regular maintenance and inspection work in accordance with manufacturer specifications by authorized GENESIS dealers or repairers. The services include all work provided for in the service schedule according to your respective model. It is your responsibility to comply with the service intervals, particularly if they become due earlier because of mileage.

3.3.2 Replacement Vehicle Service

The GENESIS 5-Year Care Plan includes the provision of a replacement vehicle during maintenance and inspection work as well as warranty and recall repairs. Availability is not guaranteed. GENESIS may provide an alternative mobility solution where applicable.

3.3.3 Roadside Assistance (“GENESIS Assistance”)

The GENESIS 5-Year Care Plan includes 24/7 roadside assistance throughout the European Union including the United Kingdom and Switzerland for 5 years from first registration, with no mileage limit. In the event of a vehicle defect, GENESIS Assistance may offer on-site repair or tow your vehicle to the nearest authorized GENESIS dealer or repairer. In addition, a contribution to the costs of a rental car, hotel accommodation, onward or return travel, taxi rides, repatriation of the vehicle from abroad, and delivery costs for spare parts may be covered. Further details are set out in the [GENESIS Roadside Assistance Conditions](#).

3.4 Vehicle Collection and Return Service (optional)

This additional package may be purchased as optional equipment when buying the vehicle and includes all services under Section 3.3 as well as the collection and return service for your vehicle for scheduled maintenance and inspection work as well as warranty and recall repairs. The service is limited to a straight-line radius of 50 km

around an authorized GENESIS repairer. The method of performance (driver or transport vehicle) is at GENESIS's discretion.

4. DATA PROTECTION

- 4.1 Your personal data will be stored in such a way that it is protected against access by third parties. Should third parties nevertheless obtain knowledge of your data, you must inform us immediately and change your access data. You are also obliged to update the data you have provided with each new order.
- 4.2 Further information on how we handle your personal data can be found in our privacy policy.

5. PAYMENT TERMS

- 5.1 The price for the GENESIS CARE PLAN is stated in the Contract and includes statutory value added tax.
- 5.2 Payment is due together with the payment for the GENESIS vehicle in accordance with the Contract.
- 5.3 In the event of default in payment, we are entitled to the statutory rights.
- 5.4 Set-off or retention by you is excluded unless the counterclaims are undisputed or have been finally and legally established.

6. PERFORMANCE OF SERVICES

- 6.1 The services of the GENESIS CARE PLAN are provided exclusively by authorized GENESIS repairers in the European Economic Area including the United Kingdom and Switzerland. These act on behalf of GENESIS.
- 6.3 Settlement is carried out between the respective repairer and GENESIS.
- 6.4 Services not used expire after the maximum term has elapsed or when the maximum mileage is reached. No refund will be made.

7. TERM AND TERMINATION

- 7.1 The GENESIS CARE PLAN is concluded for the defined maximum mileage and term from the date of first registration.
- 7.2 Ordinary termination is excluded.
- 7.3 The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if

- you effectively withdraw from the vehicle purchase contract, or
- the vehicle is destroyed, scrapped, or permanently taken out of service, or

7.4 In the event of extraordinary termination, a pro rata refund will be made, taking into account services already provided.

8. DEFECT CLAIMS

8.1 The statutory provisions apply to defects in the services provided under the GENESIS CARE PLAN, unless Section 9 provides otherwise.

8.2 You are obliged to notify GENESIS of defects. GENESIS is entitled to subsequent performance, which may be carried out by an authorized repairer.

8.3 GENESIS is liable for the fault of the repairers it commissions in accordance with statutory provisions.

9. LIABILITY

9.1 GENESIS is liable for damages—regardless of the legal basis—exclusively in accordance with the following provisions.
GENESIS's liability for damages caused by simple negligence is limited to the typical and foreseeable damages resulting from the breach of a material contractual obligation. A material contractual obligation is an obligation whose fulfilment is essential for the proper performance of the respective contract and on whose compliance the contracting party regularly relies or may rely.

9.2 The above limitation of liability does not apply to (i) GENESIS's liability under the Product Liability Act, (ii) defects for which a quality guarantee has been assumed (in this case, liability is governed by the terms of the respective guarantee), (iii) damages arising from injury to life, body, or health, (iv) intent, or (v) gross negligence by a corporate body or executive employee of GENESIS.

9.3 The above limitations of liability also apply accordingly to claims for damages against corporate bodies, executive employees, employees, or vicarious agents of GENESIS.

9.4 The above limitations of liability also apply accordingly to compensation for wasted expenses.

10. APPLICABLE LAW, PLACE OF JURISDICTION

10.1 Swiss law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

However, this choice of law does not apply insofar as it would result in you losing the protection granted to you by mandatory provisions of the law that would apply in the absence of a choice of law under statutory provisions.

10.2 The courts in Zurich have exclusive jurisdiction if you do not have a general place of jurisdiction in Switzerland, if you move your domicile or habitual residence out of Switzerland after conclusion of the Contract, or if your domicile or habitual residence is unknown at the time the action is brought.

Otherwise, in actions brought by GENESIS against you, your domicile is the place of jurisdiction.

10.3 In the event of a dispute, only the German-language version of this document is legally binding.

Last updated: July 2026