



General Terms and Conditions of Vehicle Hire

1. Obligations of the Owner

1.1 Serviceability of the Vehicle

The Owner must provide the Hirer with the vehicle in roadworthy condition and with a full fuel tank.

1.2 Availability

If the contractually agreed vehicle model is unexpectedly unavailable, the Owner is entitled to provide the Hirer with a different vehicle from the same manufacturer of the same or higher quality at no extra cost.

1.3 Insurance

The vehicle is covered by blanket third-party liability insurance with a coverage amount limited to 100 million euros and comprehensive insurance with an excess of €2000.

1.4 Repair work

If repair work is required during the hire period in order to guarantee the operation or roadworthiness of the vehicle, the Hirer is permitted to contract an authorised garage to carry out the repair work up to a total amount of €100 without requiring further consent but must obtain the consent of the Owner for more extensive repair work exceeding this amount. The Owner shall reimburse the Hirer for the costs of the repair work if the verifiable original documents are submitted to the Owner as evidence when the vehicle is returned at the latest and the Hirer is not liable pursuant to Section 4 of these Terms and Conditions.

2. Obligations of the Hirer

2.1 Hire price and payment obligation

The hire price is based on the amount agreed in the hire contract. It must be paid in advance. The Owner also requires the Hirer to pay a deposit of €1500 before collecting the vehicle.

2.2 Withdrawal from the contract

Reservations confirmed by the Owner are binding. Cancellations can only be made free of charge up to 3 days before the start of the vehicle hire.

If cancellations are made after this deadline, the Hirer must pay the agreed fee unless the Owner was able to hire out the vehicle to another party. The Hirer is entitled to provide evidence that the damages incurred by the Owner were much less than claimed or that no damages whatsoever were incurred.

2.3 Authorised drivers

Only the Hirer is permitted to drive the vehicle. In order to do so, the driver must hold a valid driving licence and be able to safely drive the vehicle.

2.4 Duty of care

The Hirer must handle the vehicle with care, comply with all regulations and technical rules that apply to the use of the vehicle and properly lock up the vehicle.

2.5 Use restriction

The vehicle is only permitted to be used on public roads but not for driving off-road, for motorsport events or for test purposes. The Hirer must bear all costs connected to fees charged for the use of specific routes (e.g. toll). The Hirer is liable for all fines and penalties imposed upon the Owner in connection with the use of the vehicle.

2.6 In the event of damages or loss

In the event of an accident, the Hirer must inform the Owner about all details in writing accompanied by a sketch immediately and when returning the vehicle at the latest. The accident report must in particular contain the names and addresses of the individuals involved in the accident and any witnesses, as well as the registration numbers of

the vehicles involved. The Hirer must immediately inform the police in the event of an accident. The Hirer is not permitted to admit any third-party claims. The Hirer must immediately report any fire or theft damage or damage caused by wild animals to the Owner and the responsible authority.

2.7 Returning the vehicle

At the end of the hire period, the Hirer must return the vehicle to the Owner with a full fuel tank at the agreed location. The vehicle can only be returned during the Owner's business hours. If the Hirer does not return the vehicle after the end of the agreed hire period, the Owner is entitled to charge the agreed hire fee for the duration of the extended hire. In this case, the Owner is authorised to take possession of the vehicle at any time. The assertion of a further claim is not excluded. If the Hirer does not return the vehicle with a full tank, the Hirer will be charged for the fuel costs in consideration of the time and effort required by the Owner to fill the tank.

2.8 Travelling abroad

The Hirer is permitted to use the vehicle in EU countries and in Switzerland and Norway. The Hirer bears the entire risk of using the vehicle in countries outside of Germany. If the vehicle is used in a European country outside of Germany, the Hirer is responsible for all possible consequences of this use and must indemnify the Owner against claims made by third parties (e.g. foreign owner liability). The Hirer must take measures to defend against such claims at his/her own expense. The vehicle is only permitted to be used in all other countries not listed above with the prior consent of the Owner. In the event of damages incurred in countries outside of Germany, the Hirer must pay the costs for the settlement of claims in advance where applicable. These costs will then be reimbursed to the Hirer by the Owner after the Hirer has submitted proper supporting documents. The Hirer must take the vehicle to a garage approved by the manufacturer. Once the Owner has approved the repair work, the vehicle will be repaired in the name of and for account of the Owner. In the event of a regulatory offence in a country outside of Germany, the Owner may pay the charge in advance and subsequently charge the Hirer the amount concerned.

3. Liability of the Owner

Aside from the violation of main contractual obligations, the Owner (namely the Owner and its employees) is only liable for gross culpability (namely for intent and gross negligence). Furthermore, the Owner is only liable insofar as the damages can be covered by motor vehicle third-party liability insurance within the scope of the General Terms and Conditions of Motor Insurance (AKB).

4. Liability of the Hirer

4.1 The Hirer is liable for damages incurred as a result of a breach of contract for which he/she is culpable. The Hirer is also liable for damages that can be traced back to negligence of his/her duty to secure the vehicle against theft and unauthorised use. The liability for these damages cannot be limited to the contractual excess of €2000.

4.2 The Hirer is liable for damages incurred as a result of external influences on the vehicle, irrespective of the reason. It is particularly important that the Hirer return the vehicle in the same condition as it was when collected. The liability of the Hirer also covers additional costs for damages such as:

- a) expert's fees
- b) recovery and breakdown service/towing costs
- c) depreciation in value
- d) loss of rental income

4.3 Liability for damages incurred as a result of external influences and the additional costs for damages listed under paragraph 2 letters a)-d)

is limited to a maximum amount of €2000 per damage or loss event.

In this case, the Hirer is only liable for damage to the vehicle and for the additional costs for damages that exceed the excess of €2000 if the Hirer caused the damage as a result of intent or gross negligence, failed to stop after and report the accident or caused the damage when unfit to drive due to being under the influence of drugs or alcohol. Furthermore, the Hirer is fully liable in the event that he/she has violated the obligations pursuant to no. 2.3, no. 2.4, no. 2.5 or no. 2.6.

4.4 The Hirer is also liable for damages to third parties caused by the Hirer with the hire vehicle with an excess of €2000 per case.

5. Data Protection Clause

The Hirer consents to the storage of his/her personal data by the Owner and the disclosure of these personal data to third parties via a central alert system when

- a) the details provided when hiring the vehicle are incorrect
- b) the hired vehicle is not returned within 24 hours after the end of the, where applicable extended, hire period.

6. Place of Jurisdiction

The Hirer and the Owner shall agree on the registered office of the Owner as the place of jurisdiction if the Hirer does not have a general place of jurisdiction in Germany or if the place of residence or permanent dwelling of the Hirer is moved to a location outside of Germany after conclusion of the contract or is unknown at the time at which a suit is commenced. This shall also apply in the case that the Hirer is a legal person under public law, a special asset under public law or a registered trader or merchant as defined by the German Commercial Code.

7. Severability Clause

If any provision of this agreement is invalid, this shall not affect the validity of the remaining provisions. The parties are obliged to replace the invalid provision with effective agreements that correspond with its interests and meaning to the closest extent possible.