

## General Terms and Conditions

### 1) Transfer and Use of the Vehicle

ProRent GmbH shall provide the Customer with a road-safe, clean and technically sound vehicle for use, unless expressly requested by the Customer.

The Customer shall treat the vehicle with due diligence and shall observe all statutory and regulatory provisions.

The Customer shall be the only person driving the vehicle. Transfer to employed professional drivers is subject to the possession of a valid driving license, the verification of which shall be the Customer's responsibility. The Customer shall provide the names and addresses of all drivers of the vehicle upon request of ProRent GmbH, unless they are specified in the agreement. The drivers are vicarious agents of the Customer and the Customer shall therefore be responsible for all their actions.

The vehicle shall not be used for motorsport events or tourist tours on race tracks.

### 2) Billing Conditions

The price payable by the Customer shall be based on the individual offer made. The services and the price specified therein shall become binding upon acceptance by the Customer. Costs incurred during the rental period for lubricants and fuel shall be borne by the Customer.

In the event of order cancellation following confirmation on the part of the Customer, ProRent GmbH shall be entitled to demand compensation. To this end, ProRent GmbH may demand 40% of the agreed price excluding transport costs as lump-sum compensation, without prejudice to the right to claim higher compensation in the actual amount of damage. If ProRent GmbH claims the lump-sum compensation amounting to 40%, the Customer shall be entitled to provide evidence that there was no damage or that it is significantly less than the asserted lump-sum. If the transport to the Customer has already been commissioned or initiated, the Customer shall bear the transport costs agreed on a pro rata basis in full.

### 3) Maintenance and Repair

The Customer shall monitor the maintenance periods and the vehicle-specific error notifications of the car left to him and notify ProRent GmbH of such in writing. Any measures required shall be initiated by ProRent GmbH. In the event this is not possible due to the location of the vehicle, ProRent GmbH shall bear these costs after prior consent and on presentation of the corresponding receipts.

Should a repair be necessary during the period of use of the vehicle in order to ensure operation or traffic safety of the vehicle, the Customer shall be entitled to assign an authorized repair shop up to the amount of EUR 250.00 forthwith; larger repairs, however, shall require the prior consent of ProRent GmbH. The costs for the repair shall be borne by ProRent GmbH upon presentation of the relevant supporting documents.

#### **4) Obligation of the Customer**

After an accident (third-party liability damage), the Customer or his authorized vehicle driver shall immediately notify the police and have the accident recorded. Adversary claims shall not be accepted.

The Customer shall immediately notify ProRent GmbH and draw up a written accident report (European accident report). Photos must be taken of the accident site and the vehicles involved.

At the end of the rental period, the Customer must return the vehicle to ProRent GmbH at the agreed location. The vehicle must be returned by the Customer in the technical condition in which it was received.

#### **5) Customer's Liability**

The liability of the Customer shall be limited to the comprehensive insurance deductible agreed in writing for each individual damage incurred during the use of the vehicle and detected after the vehicle has been returned.

Notwithstanding any reduction of liability, which may be agreed in advance, the Customer shall be liable without limitation

- in the event of hit-and-run-driving or breach of his obligations pursuant to Sect. 4
- in case of wilful intent or gross negligence
- for all damages to non-registered vehicles handed over to him
- for excessive wear and tear of tires, brakes or clutch
- for damages resulting from off-road driving
- for damages resulting from participation in high-speed motorsport events
- for all claims with respect to incurred fees, charges, fines and penalties associated with the use of the vehicle, made on ProRent GmbH as the holder or lessor of the vehicle
- for any toll fees pursuant to the Motorway Toll Act

The vehicles which have been handed over are insured up to the statutory minimum cover sums. These currently amount to EUR 7.5 million for personal injury, EUR 1.22 million for property damage and EUR 50,000 for damage of a purely financial nature.

## 6) Liability of ProRent GmbH

The liability of ProRent GmbH for infringement of its contractual duties shall be restricted to wilful intent or gross negligence including wilful intent or gross negligence on the part of its representatives and vicarious agents. In case of injury to life, limb or health or an infringement of material contractual duties or if a case of mandatory liability exists according to the German Product Liability Act, ProRent GmbH shall be liable in full even in the case of slight negligence. In this case the scope of liability shall be limited to foreseeable damage typical of the contract. Further claims, irrespective of on what legal grounds, shall be precluded. In the event of vehicle breakdown, the Customer shall only be entitled to a replacement vehicle if the failure can be attributed to ProRent GmbH.

## 7) Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising from this contract shall be Lohmar. The law of the Federal Republic of Germany shall apply.

