

General Terms and Conditions

As of July 2026

1) Transfer and Use of the Vehicle

The ProRent GmbH shall provide the Customer with a roadworthy, clean and technically sound vehicle for use, unless the Customer expressly requests otherwise.

The Customer shall handle the vehicle with due care and shall comply with all applicable statutory and regulatory provisions.

The vehicle may be driven by the Customer and by drivers designated and authorized by the Customer. In each case, the driver must hold a valid driving licence for the respective vehicle class. The verification of the driving licence is the sole responsibility of the Customer. Any designated drivers shall be deemed vicarious agents of the Customer. Upon request of ProRent GmbH, the Customer shall provide the names and addresses of all drivers of the vehicle, insofar as these are not already specified in the contract.

The vehicle may not be used for motorsport events or tourist drives on racetracks. The vehicle may be used exclusively within the scope of the agreed use. Any subleasing or transfer of the vehicle to third parties shall require the prior written consent of ProRent GmbH.

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 intervals and vehicle-specific fault messages of the vehicle provided and shall notify ProRent GmbH thereof in writing without undue delay. Any measures required as a result shall be arranged by ProRent GmbH.

If this is not possible due to the location of the vehicle, ProRent GmbH shall bear the corresponding costs subject to its prior consent and upon presentation of the relevant supporting documents.

ProRent GmbH
Im Rohnweiher 12
D-53797 Lohmar

Tel.: +49 2205 – 92 016-0
Fax: +49 2205 – 92 016-66
Mail: info@prorent.eu

www.prorent.eu
Sitz der Gesellschaft ist Lohmar
Amtsgericht Siegburg HRB8256
Geschäftsführer: Alexander Stenmans

Steuer Nr.: 220/5843/0718
USt-IdNr.: DE227066632

VR Bank eG Bergisch GLADBACH -LEVERKUSEN
IBAN DE98 3706 2600 3212 0030 17
BIC GENODED1PAF

Sparkasse KölnBonn
IBAN DE77 3705 0198 0020 3025 84
BIC COLSDE33

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The Customer may commission repairs up to an amount of EUR 250.00 without the prior consent of ProRent GmbH. Repairs exceeding this amount shall require the prior consent of ProRent GmbH. Notwithstanding the above, the Customer may commission repairs without prior consent if such repairs are strictly necessary to avert an imminent danger or to maintain roadworthiness or operational safety. ProRent GmbH shall be informed thereof without undue delay.

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 Customer's liability for each individual damage to the vehicle occurring during the period of use and identified upon return of the vehicle shall be limited to the deductible of the fully comprehensive insurance as agreed in writing. For the handling of comprehensive insurance claims ("casco damage"), ProRent GmbH shall charge a handling fee. Comprehensive insurance claims shall exclusively be deemed to be damages whose total amount exceeds the deductible agreed for the respective vehicle. The handling fee amounts to 5% of the total damage amount, but at least EUR 150, in each case plus the applicable statutory value added tax.

Irrespective of any liability reduction agreed in writing in advance, the Customer shall be liable without limitation:

- in the event of hit-and-run or a breach of the Customer's obligations pursuant to Clause 4,
- in cases of intent or gross negligence
- for any damage to vehicles provided to the Customer that are not registered for road use
- for excessive wear and tear to tyres, brakes or the clutch
- for damage resulting from off-road use
- for damage resulting from motorsport events aimed at achieving maximum speed
- for all fees, charges, fines and penalties incurred in connection with the use of the vehicle for which ProRent GmbH is held liable as the vehicle owner or lessor
- ProRent GmbH shall charge an administrative handling fee of EUR 25.00 plus the applicable statutory value added tax for each administrative process arising from the Customer's use of the vehicle, including but not limited to traffic offences, parking violations, toll infringements, requests from authorities or the identification of the responsible driver. This handling fee is payable independently of any fines, fees or penalties imposed by the competent authority
- for any toll charges incurred pursuant to the German Federal Trunk Road Toll Act (Autobahnmautgesetz)

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The vehicles provided are covered by third-party liability insurance with the statutory minimum coverage amounts. These currently amount to EUR 7.5 million for personal injury, EUR 1.22 million for property damage, and EUR 50,000 for pure financial loss.

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.

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