PRORENT
your automotive partner

ProRent GmbH · Im Rohnweiher 12 · D-53797 Lohmar

General Terms and Conditions

As of November 2026

1) Provision and Use of the Vehicle

ProRent GmbH shall provide the Customer with a roadworthy, clean and technically sound vehicle for use, unless expressly agreed otherwise.
The Customer shall treat the vehicle with due care and in accordance with the agreed use and shall comply with all applicable statutory and regulatory requirements.
The vehicle may be driven by the Customer and by drivers designated and authorized by the Customer. Each driver must hold a valid driving licence for the relevant vehicle class. The Customer shall be responsible for verifying the validity of the respective driving licence. Authorized drivers shall be deemed vicarious agents of the Customer, and the Customer shall be responsible for their actions as for its own. Upon request by ProRent GmbH, the Customer shall provide the names and addresses of all drivers of the vehicle, unless already specified in the contract.
The vehicle may only be used within the scope of the agreed use. Testing, trial and development drives are permitted insofar as they are consistent with the agreed purpose of use.
The vehicle must not be used for motorsport events or other driving events aimed at achieving maximum speeds. Use of the vehicle on racetracks, test tracks or other closed testing facilities, as well as for off-road driving, shall require the prior consent of ProRent GmbH.
Any technical modifications to the vehicle, as well as the attachment, installation or removal of measuring devices, measurement equipment or other technical equipment, shall require the prior consent of ProRent GmbH.
Any subleasing or other 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 prices specified therein shall become binding upon acceptance by the Customer.
Costs for lubricants, fuel and electricity used for charging during the rental period shall be borne by the Customer.
The vehicle shall be returned with the same fuel level or battery charge level as at the time of handover, unless otherwise agreed. If the vehicle is returned with a lower fuel level or battery charge level, ProRent GmbH shall be entitled to charge the Customer for the necessary costs of restoring the original fuel level or battery charge level.
Invoices issued by ProRent GmbH shall be due and payable within 14 days of receipt of the respective invoice, without deduction, unless a different payment term has been individually agreed in writing.
In the event of cancellation of an order following confirmation by the Customer, ProRent GmbH shall be entitled to claim compensation for damages. ProRent GmbH may claim 40% of the agreed price, excluding transport costs, as lump-sum compensation, without prejudice to its right to claim higher compensation for actual damages incurred.

If ProRent GmbH claims the lump-sum compensation of 40%, the Customer shall be entitled to demonstrate that no damage was incurred or that the actual damage was significantly lower than the amount claimed.
If transport to the Customer has already been commissioned or initiated, the Customer shall bear the agreed transport costs attributable to such transport 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 necessary maintenance and repair measures shall generally be arranged by ProRent GmbH.
If such measures cannot be arranged by ProRent GmbH due to the location of the vehicle, the Customer may commission the necessary measures subject to the prior consent of ProRent GmbH. ProRent GmbH shall bear the resulting costs upon presentation of the relevant supporting documents, provided that the Customer is not responsible for the underlying damage or defect.
The Customer may commission repairs up to an amount of EUR 250.00 without the prior consent of ProRent GmbH. ProRent GmbH shall be informed thereof without undue delay. Repairs exceeding this amount shall generally require the prior consent of ProRent GmbH.
Notwithstanding the above, the Customer may commission repairs exceeding EUR 250.00 without prior consent if such repairs are strictly necessary to avert an imminent danger or to maintain the roadworthiness or operational safety of the vehicle and, under the circumstances, the prior consent of ProRent GmbH cannot reasonably be obtained in time. ProRent GmbH shall be informed thereof without undue delay.
Any reimbursement of repair costs by ProRent GmbH shall be subject to the presentation of appropriate supporting documents and shall not affect any liability of the Customer under these General Terms and Conditions.

4) Obligation of the Customer

In the event of an accident, fire, theft, collision with wildlife or any other significant damage event, the Customer or the authorized driver shall notify the police without undue delay and ensure that the incident is officially recorded. This shall also apply to self-inflicted accidents without the involvement of third parties. Claims made by third parties must not be acknowledged.
Any damage to the vehicle occurring during the period of use shall be reported to ProRent GmbH without undue delay. This shall apply in particular to damage occurring in connection with testing, trial or development activities.
The Customer shall provide ProRent GmbH with all information required to investigate and process the damage event. In the event of an accident, a written accident report (European Accident Statement) must be completed in full. Where possible, the damage event, the scene of the accident, the vehicles involved and any damage to the vehicle shall be documented by means of appropriate photographs.
Without the prior consent of ProRent GmbH, the Customer shall not acknowledge any third-party claims, make any payments or enter into any agreements regarding the settlement of a claim.
Upon expiry of the rental period, the Customer shall return the vehicle to ProRent GmbH at the agreed location. The vehicle shall be returned in the technical condition in which it was received, allowing for normal wear and tear resulting from the agreed use.

5) Customer's Liability

The Customer shall be liable for all damage to the vehicle occurring during the period of use or identified upon return of the vehicle, insofar as such damage is attributable to the Customer.
Where the vehicle is covered by comprehensive insurance subject to a deductible agreed in writing and the respective damage is covered by such comprehensive insurance, the Customer's liability for each individual claim shall be limited to the agreed deductible.
Damage covered by comprehensive insurance shall mean damage to the vehicle caused by an accident, i.e. an event occurring suddenly and directly from outside the vehicle involving mechanical force.
The limitation of liability to the agreed deductible shall not apply, in particular, to damage resulting from braking, operational or mechanical failure, or to damage caused by improper handling or operation of the vehicle. This includes, in particular, damage resulting from operating errors, incorrect refuelling, as well as damage occurring in connection with testing, trial or development activities that is not covered by the agreed comprehensive insurance. The Customer shall be liable for the full amount of the actual damage incurred in such cases; the agreed deductible shall not constitute a maximum limit of liability in this respect.
For the handling of claims settled under the comprehensive insurance, ProRent GmbH shall charge a handling fee amounting to 5% of the total amount of the damage, subject to a minimum fee of EUR 150.00, in each case plus the applicable statutory value added tax.

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

- in the event of leaving the scene of an accident without authorization or a breach of the Customer's obligations pursuant to Clause 4
- in cases of intent or gross negligence
- for all damage to unregistered vehicles provided to the Customer
- for excessive wear and tear to tyres, brakes or the clutch
- for damage resulting from off-road use
- for damage resulting from motorsport events or other driving events aimed at achieving maximum speeds
- for damage caused by the temporary or permanent attachment, installation or use of measuring devices, measurement equipment or comparable equipment on or in the vehicle
- 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
- for any toll charges incurred

For each administrative process necessitated by the use of the vehicle – in particular in connection with traffic violations, administrative offences, parking violations, toll violations, official enquiries or the identification of the responsible driver – ProRent GmbH shall charge an administrative fee of EUR 25.00 plus the applicable statutory value added tax. The administrative fee shall be payable irrespective of the payment of any fines, fees or other amounts claimed by public authorities.

The vehicles provided are covered by third-party liability insurance with the statutory minimum coverage amounts.

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.