



## General Rental Terms and Conditions (GRTC)

### I. Rental Charge / Compensation for Use

(1) The prices specified in the respective **price list** applicable at the start of the rental period shall apply. The price list is available for inspection at every rental station. The rental charge shall be based on the requested rental group and shall be comprised of a basic rental charge, any extra kilometres, **additional or young driver** charges, **special services** as well as any additional **location fees** and fees for trips to **foreign countries**. Special services shall include but not be limited to one-way fees, costs for refuelling and fuels, service fees, accessories and extras (e.g. child seat, snow chains, navigation system, etc.) as well as delivery and pick-up charges. Compensations for use are always based on the daily rental price of the current price list. There will be no refunds for late vehicle pick-up or early return.

(2) **Special rates** shall only apply to the offered time period and/or under the conditions agreed upon and shall imply, apart from the payment of the special rate at maturity, that the contractual commitments are entered into for the agreed rental period and/or under the agreed conditions. Apart from that, the entire rental period shall not be subject to the special rate, but to the standard rate.

### II. Rental Term

The rental term relevant for the calculation of the rent shall start with the date and at the time of the contractually agreed start of the rental relationship and shall end, even in the event of the vehicle being returned early, on the end agreed upon. **Daily rents** shall comprise **24 hours**, **weekly rents** shall run for **7 calendar days**, and **monthly rents** shall be calculated as 4 weekly rents and shall thus comprise **28 calendar days**. Extensions of the rental term by phone shall be deemed to be orally agreed amendments to the rental agreement.

### III. Payment / Maturity / Collection Expenses

(1) In the absence of any other arrangement, the rental charge shall become due **at the start of the rental period** and, in the case of extensions of the rental agreement by phone or in writing, **at the start of the respective extension of the rental period**. If a subsequent settlement of the rental price is agreed upon with the Lessee, such is due for payment immediately upon receipt of the invoice. Subject to the provisions of paragraph 3, payment terms require a separate written agreement. In the event that the agreed rental term exceeds a period of 28 days, the rent shall be paid in periods of 28 days and shall become due at the start of each and any period. Any extension of the rental term shall be deemed to be the start of a new accounting period. Any **compensation for use** to be paid in this regard shall become due each day in arrears. Unless otherwise agreed, the rent, all other agreed fees and the security deposit will be charged to the means of payment of the Lessee, in particular their credit card, debit card, or Maestro card.

(2) In the absence of any other arrangement, the Lessor shall grant to the Lessee in the case of any **rental of a replacement vehicle after an accident** a defer of payment with regard to the rental charge for the rental period, with a maximum, however, of 1 monthly rent, provided that either a legally binding rental car cost sharing confirmation of a third-party liability insurer is available at the start of the rental period or that the Lessee undersigns a security assignment statement regarding their claims for compensation against the third-party driver's third-party liability insurance and against the injuring party.

(3) If any **advance payment** on the final rental charge to be expected is agreed upon and made at the start of the rental period, the remaining amount shall, in the absence of any other arrangement, be deemed to have been deferred until the end of the rental period, but no longer than until the end of a period of 28 days.

(4) If the Lessee falls into **arrears on their payments** and the commissioning of a registered collection office is required, the Lessee shall bear the costs arising in this regard within the framework of the legal fees invoiced by a solicitor, unless it becomes obvious that the Lessee has been insolvent or unwilling to pay and did not raise any other objection against the basis of the claim either.

### IV. Payment by Credit Card

The Lessee shall authorise the Lessor as well as the Lessor's collection agencies to debit from the credit card presented either at the time when the rental agreement is concluded or at any time thereafter or specified in the rental agreement the rental car charges owed under the contractual relationship, as well as any and all other claims associated with the rental agreement. For identification and security reasons, the Lessee must provide the credit card used to make a prepaid booking when they collect the vehicle. If the card that was originally used has expired or been lost or stolen, then a replacement card from the original credit institution must be provided. The replacement card must be issued to the Lessee and the issue/expiry date must match that of the original card.

### V. Invoice

The Lessee shall agree, subject to revocation, that the Lessor may send them invoices in the form of pdf files to the e-mail address specified by the Lessee at the start of the rental period or at any other time (Section 14 (1) Sentences 7, 8 German VAT Act (*Umsatzsteuergesetz*, UStG)). In the event that the Lessor opts for this form of invoice, and if the Lessee has not objected to said form, the Lessee shall waive their right to receive an additional invoice in hardcopy form. In this case, the Lessee shall be responsible for ensuring that the e-mail account specified by them is valid and that it is possible to receive e-mails at the e-mail address specified by them. Any invoice sent by electronic means in the form of a pdf file shall be deemed received when it enters the sphere of influence of the recipient (e-mail inbox) in such a manner that said recipient is able of taking note of it when usual conditions are assumed. The Lessee may object to the sending of invoices in electronic form at any time in the future. In this case, the Lessor will provide the invoices in paper form; the Lessee has to bear the additional costs for sending the invoice in paper form and the postage.

### VI. Security Deposit/Bond

(1) In the absence of any other arrangement, the Lessee shall be obliged, at the start of the rental period and in the case of any extension of the rental agreement, to pay a sum of money as a security deposit for the fulfilment of their obligations in addition to the rent. The amount of the deposit depends on the vehicle group of the rented vehicle and is based on the following table, whereby the Lessor waives part of the deposit otherwise due to him, depending on the extent of any agreed reduction in liability. The vehicle group of a vehicle can be requested at any time by phone or in any Buchbinder Station. It is also listed in the reservation confirmation and the rental agreement.

Vehicle type (Accrisscode)	Maximum deposit without driving abroad	Maximum deposit in case of authorised driving abroad
Passenger car	1,000 €	2,000 €
Luxury passenger car & Premium buses (LVAR/LVMR)	2,000 €	2,000 €
Standard Bus (PVMR/PVAR) and truck	250 €	2,000 €

(2) In lieu of a cash deposit, it shall likewise be possible to provide an authorised deposit on a debit entry to a valid credit card to be accepted by the Lessor and issued at the name of the Lessee. In lieu of said debit of the Lessee's credit card, the Lessor may have an amount equal to the security deposit blocked from the credit line granted to the customer by its credit card issuer for their credit card as part of a so-called dealer inquiry in their favor. A refund of the security deposit or a cancellation of the blockage takes place after expiry of an appropriate examination period and providing it is certain that there are no claims to be offset by the rental security deposit

(3) The Lessor shall not be obliged to either pay interest on the security deposit or to any separate safekeeping from their own assets. The Lessor may assert their claim for the provision of a security also during the rental relationship. In this case, the security deposit shall become due for payment upon receipt of the requisition order.

#### VII. Documents to be Presented at the Start of the Rental Period

(1) Upon handover of the vehicle, the Lessee or the authorised driver shall present a **driver's licence valid for use in Germany** and required by them to drive the vehicle; apart from that, the Lessee shall also present a **valid identity card or passport** (in conjunction with a proof of residence) **in the original copy** and, if rented through the intermediary of a broker, **the voucher**. In the event that a **representative** takes the place of the Lessee, said representative shall not only present the aforementioned identity documents of the Lessee, but also **their own ones** as well as a **written power of attorney** of the represented party. The presentation of the power of attorney shall be dispensable to the extent that their power of representation results from a public register and if an **officially or notarially certified register extract**, which must not be older than 3 months, is presented instead. In the event that the representative acts in legal or arbitrary representation of a legal entity or of a corporation or a body with its own legal personality, the obligation to present identity documents of the Lessee shall not be applicable; in the case of any arbitrary representation, the identity documents of the respective authorised body shall be presented instead.

(2) In the case of **online bookings** or bookings through the intermediary of a broker, the Lessee shall also be obliged to present a **valid credit card issued in their name** (MasterCard, AMEX, VISA card) with a sufficient credit limit. With so-called **prepaid bookings**, the **means of payment used at the time of booking** must be presented.

(3) In the event that the aforementioned documents and/or means of payment are not available at the time when the vehicle is handed over, the Lessor shall be entitled to withdraw from any (pre-)rental agreement already entered into; in this case, claims of the Lessee based on non-fulfilment shall be excluded.

#### VIII. Reservations

(1) **Reservations** shall be binding only for vehicle categories and not for vehicle types (Section 311 German Civil Code (*Bürgerliches Gesetzbuch*, BGB)). If the Lessee does not take over the vehicle **59 minutes after the agreed time at the latest (grace period)**, the reservation shall no longer be binding for the Lessor. If the grace period of 59 minutes ends after the regular opening hours of the respectively agreed upon rental station, the **grace period ends with the end of the opening hours of this station**. Nevertheless, the Lessor shall be entitled to hold the vehicle available for the customer up to 24 hours after the agreed pick-up date. The opening hours of the rental station can always be requested by phone or viewed on [www.buchbinder.de](http://www.buchbinder.de)

(2) Reservation bookings received via one of our websites can be canceled free of charge up to the agreed rental date; for all other reservation bookings cancellation/change is only possible up to 48 hours prior to the start of the rental period against payment of a **rebooking fee in the amount of EUR 30.00 including VAT**. In the case of any **non cost free cancellation of a reservation booking 48 hours prior to the start of the rental period**, or in the event that **the booked vehicle is not picked up within the grace period (no-show)**, the Lessor shall be entitled to claim compensation for damages in the amount of the gross rental charge incurred for the rental period reserved, plus other fees, but only for a maximum of 3 rental days, unless the Lessee can prove that the Lessor did not incur any costs at all or lower costs. Any rental advance payment already made may be set off against the compensation for damages. Any overpayment shall be reimbursed within a period of 10 days.

#### IX. Takeover of the Vehicle

(1) The vehicle shall be handed over to the Lessee with a **full fuel tank** and, to the extent that utility vehicles with a permissible total weight from 7.49 t onwards are equipped with an AdBlue® tank (AdBlue is a licensed emission cleaning liquid for cars with Diesel motor), with a **full AdBlue® tank**.

(2) The Lessee and/or the driver shall be obliged to check **by themselves** the vehicle taken over by them **at the time of takeover** for the existence of the agreed **tank filling level**, the current **number of kilometres** and, by exercising reasonable care, any **visible damage on the outside and inside**. In the event that such damage exists, they shall be obliged to ensure together with the Lessor that said damage is correctly recorded in a handover report. The Lessee and/or the driver may request the Lessor to remove from the vehicle prior to its takeover any remnants of dirt and/or snow which is likely to obstruct one's view.

(3) The Lessee shall be obliged to report to the Lessor without undue delay any **subsequent complaint recorded in the handover report**. In such a case, the Lessor may require them to immediately **present the vehicle for inspection purposes**, provided that it is in a good working order and roadworthy, in the nearest rental station. The Lessor shall be obliged to reimburse costs for the presentation only in

the case of a justified complaint and a corresponding fault attributable to them.

#### X. Return of the Vehicle / Contractual Penalty

(1) The vehicle is to be returned at the date provided for in the agreement, in the station provided for in the agreement of the Lessor or at any other location agreed upon for this purpose, unless the **return date** has been extended by phone or in writing by means of an arrangement with the Lessor prior to its expiration date. The vehicle shall not be deemed to have been returned before the Lessor has come into the **possession of the vehicle** and the **vehicle keys**, unless it has become impossible for the Lessee to return the vehicle (for ex. in the event of theft). The driver having deliberately been provided with the vehicle for use by the Lessee shall, with a view to the return obligation as well, be the vicarious agent of the Lessee. In the case of any violation of the return obligation, several lessees shall be liable as joint and several debtors.

(2) The Lessee shall be obliged to return the vehicle upon expiry of the rental period at the agreed location with a **completely filled fuel tank** and, to the extent that utility vehicles with a permissible total weight from 7.49 t onwards are equipped with an AdBlue® tank, with a **full AdBlue® tank**. If the Lessee does not comply with their **fuelling obligation**, the Lessor shall invoice to the Lessee for the fuelling of the vehicle and for fuel and AdBlue®, if applicable, the fees in accordance with the rates applicable at the start of the rental period and available for inspection in the rental station, unless the Lessee can prove that the fuelling did not entail any costs at all or lower costs.

(3) At the time of return, the Lessee and/or the driver shall be jointly responsible, together with the Lessor, for ensuring the **preparation of a return record** and the **identification, by exercising reasonable care, of any visible damage**. Any person entrusted by the Lessee with the task of returning the vehicle shall act as their vicarious agent. At the time when the vehicle is returned, the Lessee may require a separate written acknowledgement of receipt from the rental station during the usual business hours, with said acknowledgement stating the condition of the vehicle with regard to any visible damage, the tank filling level and the date as well as the time of return.

(4) If the **time of return – also in the event of this being no fault of the Lessee – is exceeded by more than 59 minutes**, the Lessee shall be obliged, notwithstanding any further liability, to pay **compensation for use** for the period of exceedance in the amount of a **daily rent (standard rate) for each started day**, unless the late return is attributable to the Lessor. It shall be up to the Lessee to prove that the Lessor did not incur any damage at all or only a considerably lower damage.

(5) **In the event that the Lessee continues to use the vehicle after the expiration of the agreed rental period**, with the return contrary to the agreements outside the opening hours pursuant to paragraph 6 not being covered by this, **the rental relationship shall not be deemed to have been tacitly extended**.

(6) If, with the agreed return location being any rental station, the vehicle is finally parked by the Lessee on any business premises of the station which are not secured against unauthorised access without any corresponding prior consultation and **outside their station opening hours**, which have been made available for consultation by means of a notice displayed on the business premises of the Lessor – even in the case of the deposit of the vehicle keys or papers in a night deposit box –, **the rental agreement shall be extended (free of charge) until the opening of the return station**. In this case, the **inspection of the vehicle** and the **preparation of the return record** shall be effected by the Lessor only **at the beginning of the business hours at the next following working day**. The Lessee shall be responsible themselves for ensuring their participation in the inspection. Providing damage to the vehicle is found which had not been present prior to the rental, the Lessor will send the return protocol, together with photos of the damage, if possible, to the Lessee not present during the inspection, asking them to make a statement with regard to the case. In the event of an assessment of the damage by an automotive expert, the Lessor may wait until the expert's report has been issued. Should the Lessee not respond, or not respond adequately, within a reasonable period after receipt of the request, the Lessor is entitled to decide on the compensation for the damage. Subsequent objections of the Lessee against his claim remain unaffected

(7) In the event that the vehicle is returned by the Lessee in a reasonable manner **to any place other** than the one contractually agreed upon, the Lessee shall pay a **contractual penalty** in the amount of the difference between the rent agreed upon for the rental period and the one-way standard rate for the rental period. The Lessor shall be entitled, in accordance with statutory provisions, to assert any further claims in this respect. The contractual penalty shall then be set off against the total loss incurred.

#### XI. Use of the Vehicle / Repairs

(1) The Lessee shall undertake to use the vehicle only in the manner contractually agreed upon and shall, in particular:

- (a) **make themselves adequately familiar with the dimensions of the vehicle on their own before they set off** in order to ensure that clearance heights and passing-by restrictions are properly complied with;
- (b) **independently verify, before they set off**, that the vehicle is in a **good roadworthy condition** and that the **general inspection according to § 29 Road Traffic Licensing Regulations (StVZO)** is not due yet, in particular to inspect the tyres by means of a **visual inspection** for sufficient tread depth and any damage impacting safety;
- (c) comply with all provisions and technical regulations relevant for use, as well as with the **operating manual**, in particular to use the **prescribed fuel**;
- (d) inform themselves of the **obligation to pay tolls** for the vehicle when using toll roads and to drive toll roads only if the timely payment of the toll is guaranteed;
- (e) check the vehicle at regular intervals for a sufficient **level of motor oil** and, in addition, in the case of utility vehicles with a permissible total weight from 7.49 t onwards, for the sufficient **filling of the AdBlue® tank** at all times, as well as any **due inspection**;
- (f) keep all vehicle components properly locked as long as it is not used and is left, have the **steering lock** engaged, take the **vehicle keys and papers** with them and keep them inaccessible for unauthorised third parties and secure the vehicle against **rolling off in sloping areas**;
- (g) secure any **transported cargo** against slipping both properly and in accordance with statutory provisions; and
- (h) treat the vehicle with care and in a professional manner.

If the Lessee determines a condition of the vehicle which impairs its traffic safety, they must inform the Lessor immediately and refrain from operating the vehicle. In the event of **technical warnings of the vehicle's board computer**, the Lessee shall check without undue delay

whether or not there is any possibility to continue using the vehicle free of risks and, in any case of doubt, put the vehicle out of operation before any damage is caused. The Lessor shall be notified without undue delay of any **decommissioning**, be it for technical reasons or due to statutory provisions. Even in the event of an odometer failure or malfunctioning of a digital tachograph or on-board unit, the Lessee must notify the Lessor immediately and obtain their instructions.

In the case of trucks, the Lessee must also ensure **proper transport and accompanying documents** and the proper and legally correct operation of an existing (digital) **tachograph** (also for cars above 2.8 t gross vehicle weight) and an existing on-board unit. The Lessee is obliged to handle the **on-board unit** as well as the (digital) **tachograph** carefully and in accordance with the manufacturer's specifications and must protect them against unlawful access by third parties and manipulation. The Lessee is responsible for the correct setting of the **on-board unit**, in particular the number of axles and the pollutant class. All costs arising from incorrect settings of the **on-board unit** shall be borne by the Lessee. Damage and malfunctions of the **on-board unit** must be reported to the Lessor immediately. In these cases, the Lessee has to log in manually (online or at the terminal) in the toll system or (if necessary) to leave the toll route network immediately.

(2) For trucks with a maximum permissible total weight of 7.5 t to 11.99 t, the Lessor shall not pay any motor vehicle tax increased to account for any trailer surcharge. To the extent that the rented truck is operated with a trailer, the Lessee shall ensure that the motor vehicle tax for the trailer (**trailer surcharge**) is paid both on time and in full.

(3) The following shall be especially **prohibited**:

- any **commercial passenger transport**;
- any **use of the vehicle for test purposes**, as well as the participation with the vehicle in any **motor sport events**; this shall also include any driving on race tracks not dedicated to public transport which have been opened to the general public;
- any **driving under the influence of alcohol** to such a degree that it is suitable on the merits to impair the driver's ability to drive ( $\geq 0,3 \text{ ‰}$ );
- any **re-rental** without the prior approval of the Lessor;
- any **transport of hazardous goods** within the meaning of the German Hazardous Goods Ordinance for Road and Rail (*Gefahrgutverordnung Straße und Eisenbahn*, GGVSE);
- any **assignment of the vehicle to drivers who are not in the possession of a valid driver's licence** for driving the vehicle or who, unless permitted by contract, do not comply with the acceptable minimum age and/or have not been in the possession of their driver's licence for the necessary minimum period (**section XII (1)**);
- the use of the vehicle **as an advertising medium or means of publicity for political parties/groupings and/or the presentation of political statements of any kind at public events or meetings** without the prior consent of the Lessor;
- any other use of the vehicle **for purposes other than those specified in the agreement**.

**Trips to foreign countries shall be prohibited** and shall require the prior written approval of the Lessor. The manager of the rental station is authorized to grant the written approval which depends on an individual security deposit and the payment of a surcharge on the rental price and which can be revoked at any time. **For a fee (cross-border fee) and an increased security deposit**, trips to Switzerland, Liechtenstein, Spain (excluding the African exclaves Ceuta and Melilla), Andorra, Gibraltar, Portugal, France, United Kingdom, Ireland, the Netherlands, Luxembourg, Belgium, Norway, Finland, Sweden, Italy, San Marino, Austria, the Vatican State and Denmark are revocably **permitted** at any time, **provided the Lessor is notified of these before the rental period**. In the event of a cancellation of the approval, the Lessor will reimburse the Lessee for an already paid cross-border fee, provided that no border crossing has occurred yet and that the reason for revocation does not lie in a risk-increasing act or omission for which the Lessee is responsible.

(4) The Lessee shall comply with the **traffic regulations** and the **obligations to pay tolls**. The Lessee fully liable for all violations of traffic and administrative regulations and other statutory provisions as well as for all property disturbances that they or a third party to whom the Lessee leaves the vehicle to, may cause. The Lessee shall release the Lessor from all claims asserted against the latter as the holder of the vehicle by public authorities or other third parties based on road traffic offences, property disturbances or violations of toll payment obligations (e.g. fines, administrative fees, towing charges). In the event that any claim is made on the Lessor in this respect based on any traffic offence or any violation of toll payment obligations committed during the rental period or if the Lessor is called to any hearing on this account, the Lessee shall pay in any case, as a compensation for the administrative expenses and efforts caused to the Lessor due to the processing of enquiries, a **lump-sum administration fee in the amount of EUR 20.00 plus the statutory value-added tax**, unless the Lessor can prove that the expenses and efforts have been considerably lower. The Lessor shall not be obliged to lodge any appeal against the claim made on them nor to provide information to the Lessee before invoicing the Lessor's expenses.

(5) The Lessee shall indemnify and hold the Lessor harmless from and against all claims, taxes (including interest, surcharges for delayed payment and other accessory claims), costs, fines and penalties asserted by public authorities vis-à-vis the Lessor based on any violation of the obligation to pay the motor vehicle tax incurring for trucks with a maximum permissible total weight of 7.5 t to 11.99 t for a trailer surcharge or on any non-filling of the AdBlue® tank.

(6) In the event that the vehicle is entrusted to an authorised driver, the Lessee shall verify at their sole responsibility and at regular intervals whether or not said driver is in the possession of a still valid driver's licence authorising them to operate motor vehicles of the rented vehicle category. To this end, the Lessee shall exploit to the utmost all options available to them and shall make the necessary enquiries. In the event that the Lessee gains knowledge of the lack of a driver's licence on the part of the authorised driver only at a later point in time and through no fault of their own, the Lessee shall prevent any further use of the vehicle by said driver without undue delay.

(7) If any **repair** becomes necessary during the rental period **through no fault of the Lessee** in order to ensure the operation or the road safety of the vehicle, the Lessee may entrust an authorised workshop **up to net costs in the amount of EUR 50.00** without further ado; in the case of major repairs, in turn, the Lessee may do this only with the prior approval of the Lessor. The repair costs shall be borne by the Lessor, unless the Lessee is liable for them.

(8) In the case of leases with a duration of more than 28 days (**long-term rental**), the Lessee must bear the costs up to an amount of 8% of the respective monthly rent (net) for the procurement of **replenishment fluids** (in particular engine oil and windscreen washer and windscreen antifreeze), if refilling of these liquids becomes necessary during the rental period. Likewise, in the case of leases with a

duration of more than 28 days, the Lessee has to notify the Lessor without delay about upcoming **appointments for the general inspection pursuant to § 29 StVZO** and keep them abreast of **tyre profile levels approaching the minimum tread depth**.

## XII. Driving Authorisation

(1) The vehicle may be driven only by the Lessee themselves or, for a corresponding additional fee stated in the current price lists, by other suitable persons made known by name in advance by the Lessee to the Lessor. In the case of corporate clients and even if the Lessee is a legal entity, a partnership or a public corporation, the vehicle may be driven by the professional driver(s) specified in the rental agreement and employed by the Lessee on behalf of the Lessee, provided they comply with the requirements of the Lessor with regards to minimum age and length of possession of the driver's licence, unless otherwise agreed upon. This limitation does not apply in the event that the Lessee is unable to drive the vehicle themselves for reasons not attributable to them (for example, medical emergencies). Corporate customers and the aforementioned companies and corporations must independently check whether the authorized driver is in possession of a domestic driving license. In the event that the Lessee does not drive the vehicle themselves, the Lessee must transfer all obligations arising from the rental agreement and these conditions to this/these person(s). Unless specific vehicles are subject to any stricter requirements, **the minimum length of possession of the driver's licence shall be 1 year**. The **minimum age of the driver** is shown in the table below:

vehicle type	minimum age of the driver
Car Mini Compact	18 years
Car Intermediate - Standard	21 years
Car Fullsize, Premium, Luxury	21 years
Buses	21 years
Trucks mass of not more than 7,49 t	18 years
Trucks mass over 7,49 t	21 years

(2) To the extent that the vehicle is to be driven by any person other than the ones specified above, an **additional fee** will be charged for any further driver. The same shall also apply in the event that the vehicle is to be driven by a driver who does not comply with the prescribed minimum age and/or the minimum length of possession of the driver's licence (Young Driver). Prior to reservation or rental, the applicable fees may be requested either by phone or directly in the rental station.

(3) The drivers shall be regarded as vicarious agents of the Lessee. When the vehicle is entrusted to third parties, the Lessee shall be liable in any case for compliance with the provisions of the present agreement by said third parties and for the conduct of the third parties as well as for their own conduct. The Lessee shall be obliged, at the Lessor's justified request, to communicate the names and addresses of all drivers of the vehicle during the rental period to the extent that said drivers have not already been mentioned in the rental agreement.

## XIII. Behaviour Following an Accident and Other Damage / Obligations

Following any accident caused by negligence on their own part or on the part of third parties (also without the involvement of third parties), theft, fire or any collision with wild animals as well as in the event of any other damage with the rented vehicle, even if the latter is only of a minor nature, the Lessee and/or the driver shall be obliged:

- to immediately inform the **Lessor by phone in advance** (on-call service by day and night) and coordinate with them the further use of the damaged rented vehicle in this context;
- to immediately call and involve the police**, in particular, to report the damage to the nearest police station if the police cannot be reached by phone; if the police refuse to record the accident, the Lessor shall request a written confirmation of the police about this and submit it to the Lessor once received;
- to record the **names of the parties involved in the accident** and the **number plates of the motor vehicles involved in the accident**, including their third-party liability insurance along with the corresponding insurance policy number, as well as to ask all persons likely to serve as witnesses for their names and addresses, insofar as this is possible;
- to inform the Lessor without undue delay and comprehensively about the sequence of events** of the accident and to undersign for the Lessor an **accident report to be completed both carefully and truthfully** in all aspects;
- to take all possible and reasonable measures which are appropriate and beneficial to **clarify the damaging event** and the **preservation of evidence**, in particular to answer the **questions of the Lessor** with regard to the circumstances of the damaging event both **truthfully and promptly**.

In the event that the **vehicle has been stolen**, the Lessee / driver shall be obliged to hand over to the police or to the nearest rental station the **keys and the papers of the vehicle** without undue delay. The Lessee shall further undertake to not acknowledge any assumption of liability (neither orally nor in writing), to not agree to accept any compromise having as a subject-matter the claims for compensation for damages of the Lessor, and to not contract any towing and repair service and the like without the prior approval of the Lessor.

## XIV. Liability of the Lessee

(1) In the event of any **damage to the rented vehicle**, any **loss of the vehicle** or any **violation of the provisions of the rental agreement**, the Lessee shall, as a general rule, be liable in accordance with the general liability regulations. If any **reduction of liability** as provided by a fully comprehensive insurance is agreed with the Lessee and the Lessee has paid the fee owed in this respect when due, the Lessee as well as the authorised drivers included in the scope of protection of the contractual reduction of liability shall be liable **for any event of damage** up to the amount of the agreed excess. The Lessor shall exempt the aforementioned persons in this respect in accordance with the principles of a fully comprehensive insurance with the agreed excess **plus an all-in fee in the amount of EUR 39.00 plus VAT**. The excess for any event of damage which is to be borne by the Lessee shall be specified in the rental agreement. The

**retrospective agreement** on any reduction of liability shall be excluded.

(2) In the event that **any damage mentioned in (1)** has been caused by the Lessee/driver in a **grossly negligent manner** and in a way attributable to them or if **any damage not covered by the third-party liability insurance policy taken out for the vehicle has been caused in a grossly negligent manner to any other object which is the property of the Lessor**, or in the case that **any contractual obligation** to be fulfilled by the Lessee and/or the driver has been **violated in a grossly negligent manner**, in particular pursuant to section XIII, the Lessor shall be entitled to make a claim on the liable party in accordance with the degree of negligence of the former, beyond the agreed reduction of liability, unless, in the case of the violation of obligations, the reprehensible action or the reprehensible omission is not the root cause of either the event of damage nor of it being detected or its scope. This limitation shall not apply if the obligation has been fraudulently violated. In the event of any **premeditated act or omission**, the reduction of liability shall not be applicable in any regard whatsoever, subject to the proviso of the aforementioned limitation, in the case of violations of obligations.

(3) The reduction of liability shall **end on the expiry of the contractually agreed rental period** and, in the case of any termination without notice of the rental agreement, **upon receipt of the notice of termination**. The Lessee shall thus be liable without limitation, irrespective of any other claims whatsoever, for any damage occurring after the end of the agreed rental period or after receipt of the termination letter for the rental agreement.

(4) Any **brake, operating or mere breakage damage shall not be deemed accidental damage** and shall thus **not be covered by the reduction of liability**. This shall include but not be limited to:

- any damage due to **inadequately secured cargo**;
- any damage resulting from **incorrect operation or filling with incorrect fuels**;
- any **damage due to or the loss of vehicle keys or accessories**;
- any **tyre and loading damage**;
- any **damage to vehicle components** which occur outside of the intended function, useful life and type of use as a consequence of any culpable strain that does not fall within the scope of its intended use; subject to the aforementioned prerequisites, this shall include but not be limited to any **coupling as well as engine damage** (so-called **deliberate damage**).

(5) In the event of any reduction of liability having been agreed upon, the Lessee and their vicarious agents shall also be **liable without limitation for violations of statutory provisions** committed by them during the rental period, including but not limited to traffic regulations and regulatory provisions.

#### **XV. Liability of the Lessor**

(1) The Lessor shall be liable – except in the event of personal injuries – for any **damage of the Lessee**, irrespective of the reasons or legal grounds (e.g. delay, violation of the agreement, unlawful act, default when signing the agreement (*culpa in contrahendo*)), especially also with regard to any consequential damage or claims of third parties, only in the case of intentional or grossly negligent acts on the part of the Lessor or of any of their vicarious agents in accordance with statutory provisions. The guarantee liability of the Lessor in accordance with § 536a (1) BGB (German Civil Code) for material defects existing at the conclusion of the lease is excluded.

(2) In the event of any **violation of material contractual obligations** or in the case of any **injury to life, body or health**, the Lessor shall also be liable for slight negligence. The claim for compensation for damages based on any violation of material contractual obligations shall be limited to the foreseeable damage typical for this type of agreement. In this respect, the liability for slight negligence in the latter case shall be limited in its amount to 2 times the rent agreed upon for the rental period agreed upon at the time when the agreement was concluded, unless the Lessee can prove that any higher damage typical for this type of agreement has been foreseeable for the Lessor at the time when the agreement was concluded, with any insurance coverage for said damage being unusual and it being not possible for the Lessee to take out such insurance coverage in a reasonable manner.

(3) The Lessor shall not be obliged to **keep safe any object** left by the Lessee in the vehicle when returning it to the Lessor. In this respect, the Lessor shall likewise only be liable for intent and gross negligence.

#### **XVI. Vehicle Exchange**

In the case of justified interest, for example, leasing return or forthcoming sale, the Lessor is entitled at any time to exchange a vehicle leased to the Lessee for a different one of at least the same vehicle class at the Lessor's own expense. The Lessee is obliged to exchange the vehicle unless this cannot be reasonably expected of them due to the circumstances of the individual case.

#### **XVII. Liability Insurance**

Insurance coverage for the rented vehicle shall encompass third-party liability insurance with a maximum amount of coverage in the case of personal injury and material damage in the amount of EUR 50 million. The maximum amount of coverage for each injured person shall amount to EUR 8 million and shall be limited to Europe. In the event that the Lessee has taken out a passenger accident insurance policy, there shall be an amount of coverage in accordance with the lump-sum system in the event of death in the amount of EUR 10,000.00; in the event of invalidity, in the amount of up to EUR 20,000.00.

#### **XVIII. Termination**

(1) Both parties may terminate any rental agreement for good cause without previous notice. Good cause for termination on the part of the Lessor shall include but not be limited to:

- any **substantial deterioration of the financial circumstances** of the Lessee; or
- any **unauthorised transport** of the vehicle to a foreign country, **even though for a short time only**; or
- a **prohibited use of the vehicle in accordance with section XI, paragraph 3**
- any **grossly improper and/or unlawful use** of the vehicle; or
- any **considerable damage culpably caused by the Lessee and/or by the driver to the rented vehicle**; or
- if the **Lessee**

- **falls behind** with payment of the **rent due** either in its entirety or to a significant extent for a period of at least **7 days** or
- **falls behind** with payment of the **security deposit having become due** after the start of the rental period or in the event of any extension of the rental agreement either in its entirety or to a significant extent for a period of at least **3 days**; or
- does not give the Lessor the opportunity to inspect the vehicle at any justifiable request made by the Lessor, with the latter setting a reasonable period of grace and specifying the reasons, despite this being feasible; or
- if the **Lessee and/or their vicarious agent**:
  - deliberately provided **information** on the Lessee's or on the driver's identity **which is either incorrect or incomplete to a significant extent**; or
  - **unlawfully conceals or tried to conceal any damage** caused to the rented vehicle; or
  - culpably disregarded the **rules relating to the use of motor vehicles for the carriage of goods by road**.

(2) To the extent that **several rental agreements** have been entered into between the Lessor and the Lessee and the Lessor is entitled to terminate a rental agreement without prior notice for good cause, the Lessor may also terminate the other rental agreements without prior notice if it is unreasonable for them to also maintain the other rental agreements due to any grossly disloyal behaviour on the part of the Lessee. This may be refutably assumed, in particular, if the Lessee did culpably not comply at all or not in due time with their obligation to return the vehicle in the form resulting from the terminated rental relationship.

(3) If the Lessor terminates one or several of the rental agreements without notice, the Lessee shall be obliged to return to the Lessor without undue delay the vehicle(s) including vehicle documents along with any and all accessories and all vehicle keys. Compensation claims of the Lessee are excluded in such a case.

#### **XIX. Other Provisions / Place of Jurisdiction**

The Lessor may only set off claims of the Lessor against claims which are undisputed or have been legally established. The place of jurisdiction shall be Regensburg, Germany, provided that the Lessee is a merchant, a legal entity under public law or a special fund under public law.

#### **XX. Personal Data**

The personal data of the Lessee / driver will be collected, processed and used by the Lessor or any other party entrusted by them with the task of renting vehicles on site for the purpose of substantiating, executing or terminating the agreement. Such data will only be disclosed to other third parties to the extent that this is necessary to fulfil the agreement. The Lessor shall be the responsible body within the meaning of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*BDSG) / General Data Protection Regulation (GDPR). Our privacy policy can be found at [www.buchbinder.de](http://www.buchbinder.de) and also on a notice board at every pick-up station. As a result of the use of a navigation device, the navigation data entered during the rental period may be stored in the vehicle. When pairing mobile or other devices with the vehicle, data from these devices may also be stored in the vehicle. If the Lessee/driver desires that the above-mentioned data is no longer stored in the vehicle after the return of the vehicle, they themselves must take care of deletion before returning the vehicle. A deletion can be done by resetting the vehicle's navigation and communication systems to the factory settings. Instructions for this can be found in the operating instructions, which are located in the vehicle or can be viewed at every rental station. The Lessor is not obliged to delete the aforementioned data.