

## General Terms and Conditions for the Hire of Passenger Vehicles (version as at: 02/2023)

### 1. Subject of the contract

**1.1** The provider shall provide the hirer with a non-smoking vehicle (hereinafter referred to as the “vehicle”) against payment on the basis of the hire agreement.

**1.2** The provider shall be entitled, in consultation with the hirer, to take back the vehicle at any time and replace it with a comparable vehicle, as long as it meets the specifications of the contracted vehicle.

### 2. Vehicle handover, provision and default of acceptance by the hirer

**2.1** The provider shall be obligated to hand over the vehicle to the hirer at the agreed time and place without any technical defects affecting road safety. The hirer shall be obligated to take over the vehicle at the agreed time when it is made available.

**2.2** The hirer must present the following documents when handing over the vehicle:

- a driving licence valid in Germany for the respective driving licence class
- a valid means of payment
- an identity card

If the hirer cannot present the documents when handing over the vehicle, the provider shall withdraw from the contract. Claims of the hirer due to non-fulfilment are hereby excluded in this case.

### 3. Authorised drivers

**3.1** The vehicle may be driven by persons other than the hirer with the hirer’s consent and the express agreement of the provider. The provider’s consent shall be deemed to have been given for the other persons additionally entered in the hire agreement with their first and last names and driving licence no.

The driving licence must have been issued for at least 3 years!

**3.2** If, with the consent of the provider, the vehicle is to be driven by an additional person, the provider will charge an additional fee for this in accordance with the tariff price list in the version valid at the time of hire.

**3.3** All rights and obligations under this agreement shall be for the benefit (and to the burden) of the authorised driver.

### 4. Use of the vehicle

**4.1** Driving the vehicle in an excessive manner is not permitted. The vehicle may only be used in public road traffic, whereby the road traffic regulations must always be complied with without reservation:

Off-road driving, driving school training, driving exercises, motor sport driving, driving on race tracks – even if these are open to the general public for test and practice drives (so-called “tourist drives”) – racing of any kind, participation in road rallies, illegal road races of any kind, commercial passenger transport, the transport of hazardous materials within the meaning of the German Ordinance on the Transport of Hazardous Goods by Road, Rail and Inland Waterways (GGVSEB), subletting, transfer to third parties who are not registered in the hire agreement in accordance with Clause 3, use of the vehicle to commit criminal offences and/or use of the vehicle as a weapon, driving while drunk, driving under the influence of narcotics and driving under the influence of other intoxicating substances, insofar as these impair the person’s ability to drive and driving without a valid driving licence are hereby prohibited; statutory provisions shall apply to similar offences of any kind involving the vehicle subject to hire.

**4.2** The hirer shall bear all costs in connection with charges levied for the use of certain traffic routes (e.g. tolls) and shall perform all duties of cooperation required in connection with the levying of said charges.

**4.3** When the vehicle is not in use, all parts of the vehicle must be kept locked; the steering wheel lock must be engaged. When leaving the vehicle, the hirer/driver must take the vehicle keys and documents and ensure they remain inaccessible to unauthorised persons. In the case of convertibles, the folding roof top must be closed.

**4.4** The operating instructions of the vehicle manufacturer – including with regard to the prescribed fuel – must be observed, as well as all legal regulations applicable to the use of the vehicle. The customer is hereby obligated to treat the vehicle used with care and consideration, in particular, to observe the provisions of the manufacturer’s operating instructions, as well as the running-in instructions and compliance with the prescribed maximum speed and rpm, respectively.

**4.5** The hirer shall not be permitted to drive the vehicle into those countries which are generally blocked by the provider or for certain vehicle models. In principle, departure and entry are only permitted to the following countries: Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain (mainland), Sweden, Switzerland, Vatican City. The provider reserves the right to block entry and transit, even in the case of the aforementioned countries, either generally or on a model-specific basis.

**4.6** The customer is generally prohibited from entering and/or departing with the vehicle to all countries not included under 4.5. In particular, the customer is prohibited from entering and/or departing the following countries with the vehicle:

Albania, Bosnia-Herzegovina, Bulgaria, Estonia, Greece, Israel, Croatia, Kosovo, Latvia, Lebanon, Lithuania, Morocco, Macedonia, Moldova, Montenegro, North Africa, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Spain (islands), Syria, Czech Republic, Tunisia, Turkey, Hungary, Ukraine, White Russia.

**4.7** Likewise, it is hereby prohibited to bring or transport the vehicle in any other way to the countries mentioned in

**4.8** Use of the vehicle in breach of the contract (Clause 4.1) or violations of the entry regulations (Clause 4.5 et seq.) shall entitle the provider to terminate the contract without notice.

**4.9** The provider shall also be entitled to prohibit further use of the vehicle and to take possession of the vehicle immediately if conduct in breach of the contract is established or suspected.

## **5. Loss event (accident, theft, fire, breakdown, etc.); duty of disclosure, obligations**

**5.1** The hirer (or driver) shall be obligated to inform the police immediately in the event of any damage (accident, fire, theft, damage caused by wild game or other damage). In the event of unavailability by telephone, the notification must be made at the nearest police station. This also applies to minor instances of damage to the vehicle and self-inflicted accidents not involving third parties.

**5.2** The hirer must report any damage to the provider without delay. The provider must be informed by the hirer in writing in the form of an accident report covering all details of the event that led to the damage to the vehicle. The accident report must contain the names and addresses of the parties involved in the accident, witnesses and the registration numbers of all vehicles involved. Police documents and file numbers, if available, must be attached to the accident report. Forms for accident reports are available from the provider.

**5.3** The hirer or driver must take all measures deemed conducive to clarifying the loss event. Questions from the provider regarding the event of damage must be answered completely and truthfully. The scene of the accident may not be left before the necessary and, in particular, for the provider, significant findings for the assessment of the damage event have been made.

**5.4** The accident/damaged vehicle may only be left standing if sufficient security for (and protection of) the accident site against all dangers – in particular, against theft and consequential accidents – has been ensured.

**5.5** The provider shall arrange for the repairs to the accident damage to be carried out. In the event of damage, the hirer is obligated to take the vehicle to a workshop authorised by the provider. In any case, the provider shall be entitled to compensation in connection with damage to the vehicle. If such benefits have accrued to the hirer, he must pass them on to the provider. The customer shall not be entitled to claim compensation for damage to the vehicle. He may not assert claims for damages due to damage to the vehicle against the injuring party, driver, keeper and liability insurer of the other party to the accident, be it either directly or indirectly in his own name. Claims of the customer or driver due to any injury to his person or any damage to his property shall remain unaffected.

**5.6** In the event of accidents in which a vehicle driven by the customer was involved, the customer may not make any assumption of liability or debt or comparable declarations. If, despite this prohibition, an undertaking of liability is established, this shall only apply directly to the customer himself. Neither the keeper nor the insurer shall be bound by such a commitment.

**5.7** At the provider's request, the customer shall, at any time, provide the exact location of the vehicle and allow the vehicle to be inspected.

**5.8** Maintenance and warranty repairs (e.g. inspections, tyre change, manufacturer recalls) may only be carried out in workshops authorised by Flexxdrive. The hirer is hereby obligated to have the necessary work carried out on the vehicle in a timely manner. There shall be no entitlement to replacement mobility by Flexxdrive. In the event of a warranty claim, the manufacturer's mobility guarantee will, of course, apply; the authorised workshop can request this for the hirer.

## **6. Liability insurance**

**6.1** The hire price includes motor vehicle liability insurance at least to the extent required by law in Germany in accordance with the Compulsory Insurance Act (Pfl VG). In the event of a self-inflicted accident, the customer must bear the costs of any third-party damage up to the amount of the deductible.

**6.2** The exact insurance conditions are to be requested from the provider. The provider shall be entitled to calculate the excess in advance for every claim, even if the question of liability is open, or presumably lies with the party to the accident. We reserve the right to claim further damages. The settlement of the deductible shall not be a waiver of

further damage compensation amounts vis-a-vis the hirer, and does not make any statement about an assumption of liability by an insurance company or third party.

## **7. Liability of the hirer**

**7.1** The hirer shall be fully liable for any damage to the hired vehicle occurring during the term of the hire contract or caused by its operation, the loss of the vehicle (including vehicle parts and accessories) and breaches of the hire contract. The hirer shall not be liable if the hirer is not deemed responsible for the breach of duty causing said damage or loss.

The obligation to pay damages shall exist, in particular, (insofar as incurred) for repair costs, depreciation or, in the case of a total loss of the vehicle, for the replacement value of the vehicle less the residual value – towing costs, loss adjuster fees, loss of hire income – and all other costs incurred by the provider. The hirer shall be liable for compliance with the provisions of this hire agreement. The fault of third parties to whom the vehicle is entrusted shall be attributed to him as if it were his own fault.

**7.2** The hirer shall be responsible for the consequences of any traffic violations or criminal offences that are detected in connection with the hired vehicle, and shall be liable to the provider for any fees, costs and all instances of damage incurred by the provider as a result of official measures and the defence against these. The provider is expressly entitled to name the hirer and driver to any enquiring authorities.

## **8. Liability reduction**

**8.1** The hirer is hereby informed that there is no comprehensive insurance for the vehicle.

**8.2** The hirer may reduce his liability above (Clause 7) for certain instances of vehicle damage to a certain excess per claim against payment of an additional fee. However, this reduction in liability shall not apply if there is a breach of Clause 9. A contractual release from liability corresponds to the model of a fully comprehensive insurance policy.

**8.3** The amount of the excess, as well as the amount of the corresponding additional fee for the reduction of liability, are determined individually by the provider in the hire agreement. The exemption from liability expressly does not apply in the event of brake damage, operational damage and breakage (e.g. clutch damage, damage caused by refuelling with the wrong fuel, etc.) Nor shall there be any reduction in liability if the vehicle is misappropriated.

**8.4** Liability of the hirer/driver for traffic violations and criminal offences cannot be excluded either.

In this respect, the hirer shall be responsible without limitation for all violations of traffic and regulatory regulations and other legal provisions, as well as all erroneous instances caused by him or third parties to whom the hirer leaves the vehicle. The hirer shall indemnify the provider against all fines and warnings, fees or other costs which the authorities or other bodies levy on the provider on the occasion of such infringements.

## **9. Validity/cancellation of the liability reduction**

**9.1** In the event of liability reduction, the hirer – as well as the drivers included in the scope of protection of the contractual liability reduction – shall be liable for damage up to the amount of the agreed excess of € 1000 per claim. The reduction in liability shall not apply to damage caused intentionally by the hirer/driver. In the event of gross negligence in causing the damage, the provider shall be entitled to reduce its obligation to indemnify in proportion to the severity of the fault. The reduction in liability shall also not apply if the hirer/driver intentionally breaches an obligation to be fulfilled by him/her under these General Terms and Conditions of Hire. In the event of a grossly negligent breach of duty, the provider shall be entitled to reduce its indemnity payment in proportion to the severity of the fault.

**9.2** However, the liability reduction shall not lapse in accordance with Clause 9.1 if the breach of duty is not the cause of either the occurrence of said damage, or the determination of the existence of the prerequisites for the granting of the liability reduction. However, this shall not apply if the obligation was breached fraudulently.

**9.3** The regulations pertaining to a contractual liability reduction apply to the authorised driver in addition to the hirer, but only for the hire period, but not in favour of unauthorised users of the vehicle.

## **10. Return of the vehicle**

**10.1** The hire agreement ends with the expiry of the hire period. If the hirer continues the use after the expiry of the agreed hire period, the hire agreement shall not be deemed to be extended. Section 545 German Civil Code (BGB) shall not apply.

**10.2** The hirer shall be obligated to return the vehicle with all accessories, all keys and the vehicle documents provided at the latest by the agreed time at the agreed place in the proper condition and, unless otherwise agreed, with a full tank of fuel in the condition in which it was handed over.

**10.3** Unless otherwise agreed, the return can only take place during the provider's opening hours in accordance with the tariff price list and only to the provider or his authorised employees.

**10.4** If the vehicle is returned outside the provider's opening hours or not at the agreed location, the transfer of risk pertaining to accidental deterioration shall not pass to the provider until the vehicle is actually taken into possession by the provider or actually reaches the contractually agreed place of return. The hirer shall bear the risk for vehicle damage during this time.

**10.5** Furthermore, the provider shall be entitled to repossess the vehicle if the vehicle is not returned by the hirer at the agreed time. In this case, the hirer shall pay an additional usage fee for each commenced day of any hire overrun, which shall at least correspond to the fee according to the current list of fees. If a time-limited special rate was agreed, at least the valid standard rate will be charged from the time the hire period is exceeded. The hirer reserves the right to prove that the provider has suffered no (or less) damage.

## **11. Payment obligation of the hirer, due date**

**11.1** The hirer shall be obligated to pay the total amount resulting from the individual items shown on the front of the hire agreement. This shall include the settlement of the fuel missing at the time of return. If the claim under this hire agreement is paid by credit card, the signature of the cardholder shall be deemed to authorise the credit card organisation to charge the full invoice amount to the relevant account. This authorisation also applies to subsequent charges as a result of hire corrections, damage claims including corresponding towing costs, traffic offences and administrative costs incurred (€25) for processing. Unused mileage (reduced mileage) from the booked packages will not be reimbursed at the end of the hire period.

**11.2** The hire price (plus any other agreed charges, e.g. liability reduction, delivery costs, kilometre packages, etc.) plus VAT at the respective statutory rate must always be paid in full for the agreed hire period. The hire price shall become due at the

start of the hire period. In case of a long-term hire (hire period > 28 days), the following agreement applies. The hire price (plus other agreed charges, e.g. liability reduction, delivery costs, etc.) plus applicable VAT shall be paid in advance for the respective billing month. The monthly hire is collected in advance (for the first time on the day of the agreed handover) at the beginning of each month.

## **12. Liability of the provider**

**12.1** The provider shall be liable in cases of intent or gross negligence on the part of the provider himself, a representative or a vicarious agent in accordance with the statutory provisions. In all other respects, the provider shall only be liable for injury to life, limb or health or for culpable breach of essential contractual obligations. The claim for damages due to breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.

**12.2** The provider hereby accepts no liability for items left in the vehicle on return; this does not apply in cases of intent or gross negligence on the part of the provider, a representative or a vicarious agent.

**12.3** The provider's strict liability for initial defects in the vehicle is hereby excluded.

## **13. Cancellation of the booking/withdrawal from the hire agreement**

**13.1** The provider reserves the right to charge the fee according to the price list within the scope of a long-term hire, should the hirer withdraw from an already signed hire agreement (hire contract). **13.2** In case of cancellation of a completed booking, the cancellation is free of charge up to 4 weeks before hire. For cancellations from the 4th week until the start of the hire period, we shall charge a cancellation fee of 3 months' hire (50%). For cancellations 48 hours or more before hire or for no-shows, the cancellation fee is 6 months' hire.

## **14. Cancellation**

**14.1** The hire agreement shall have a fixed term. During the minimum term, the ordinary termination of the contract is, therefore, excluded. The contract is then automatically extended by 3 months in each case if it is not terminated in writing with a notice period of 3 months to the expiry date.

**14.2** The right of the parties to terminate for good cause remains unaffected. From the provider's point of view, important reasons are, in particular, violations of Clause 4.1 and 4.5 et seq., as well as default in payment. If there is an urgent need for action, an extraordinary notice of termination may be given verbally.

## **15. Place of jurisdiction, written form, severability clause**

**15.1** Amendments or supplements must be made in writing. There shall be no verbal ancillary agreements.

**15.2** The place of jurisdiction shall be the provider's place of business if the hirer is a merchant, a legal entity under public law or a special fund under public law.

**15.3** The provider declines to participate in a dispute resolution procedure within the meaning of the Consumer Dispute Resolution Act (VSBG) and is not obligated to participate in such a procedure. Further information on the Consumer Dispute Resolution Act can be found at: <http://ec.europa.eu/consumers/odr>.

**15.4** Should individual provisions of this agreement be invalid or unenforceable or become invalid or unenforceable after its conclusion, this shall not affect the validity of the remainder of the agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come as close as possible to the economic objective pursued by the parties with the invalid or unenforceable provision. If there is no provision in this agreement, the provisions of the Insurance Contract Act (VVG) and the provisions of the General Terms and Conditions for Motor Insurance (AKB 95) shall apply accordingly. This shall also apply to any ambiguities resulting from this agreement.

## **16. Right of withdrawal**

According to Section 312 g (2) Sentence 1 No.9 German Civil Code (BGB), there is NO right of withdrawal for the hire of motor vehicles at a specific date or period. The contractual notice periods for the binding booking shall apply.