

## 1. Scope of application

1.1. These General Rental Terms and Conditions, hereinafter referred to as "Terms and Conditions", apply to rental agreements of EUROPA SERVICE Mobility Partners AG, Schorberger Str. 66, 42699 Solingen (hereinafter referred to as "EUROPA SERVICE" or "rental company") for motor vehicles (hereinafter referred to as "rental item" or "vehicle") and related services.

1.2. The rental takes place - in the following order of priority - on the basis of the EUROPA SERVICE rental agreement and these General Terms and Conditions. In addition, the general legal provisions of the Bürgerliches Gesetzbuch (the Civil Code - BGB) apply, in particular the regulations for tenancy agreements in accordance with Sections 535 ff. BGB.

## 2. Conclusion of contract

2.1 Rental agreements in accordance with these General Terms and Conditions are concluded by concluding a EUROPA SERVICE rental agreement, i.e. H. at the time at which the renter's declaration of acceptance of the rental agreement previously sent by the rental company is received by the rental company by fax, email or post; However, at the latest when the vehicle is handed over and taken into the care of the renter. Subsequent changes to the respective rental agreement must be made in writing, unless otherwise stipulated in these General Terms and Conditions.

2.2 Terms and conditions of the renter that deviate from Section 2.1 are not valid even if EUROPA SERVICE does not object in the individual case.

## 3. SEPA direct debit

Before concluding the rental agreement and handing over the rental property, the renter is obliged to issue the rental company a debit order direct debit for a current account of a domestic credit institution in his name or his company and to immediately inform the rental company of any changes in this regard during the contract term (SEPA core direct debit for non-commercial use of the vehicle by the renter, SEPA company direct debit if the vehicle is used commercially by the renter). Once a SEPA basic or SEPA company direct debit has been issued from a similar and terminated rental agreement, it remains valid for subsequent rental agreements until revoked.

## 4. Handover of the rental property

4.1 The rental item can be handed over either by self-collection from a distribution center or by delivery by a transport service provider to the renter's address. If self-collection has not been agreed upon in writing between the contracting parties, the rental company will carry out the handover as standard by means of delivery by a transport service provider and will invoice the renter separately for the transport costs incurred.

4.2 If pick-up has been agreed upon, the renter must pick up the rental item at the contractually agreed delivery location at his own expense. Upon request, a valid identity card or passport, driving license and handover documents sent by the rental company must be presented. Renters who, as entrepreneurs, have concluded the rental agreement under their company can instruct people who have an employment or service relationship with them to pick up the rental property. Like the renter, persons appointed by private customers must be at least 21 years old and have held a class B or 3 driving license for at least two years.

4.3 In addition to the rental item, which is approved under road traffic law, marked and equipped with an environmental sticker, including the ignition key, the renter must also be given the registration certificate part 1 (original or copy), the manufacturer's operating instructions and the service, maintenance or inspection booklets supplied. Further equipment or conversion of the rental property due to road traffic regulations is the sole responsibility of the renter at their own expense. This includes, in particular, equipping the rental property with items that must be carried with you (first-aid kit, warning triangle, safety vest, etc.) as well as any necessary conversion of the rental property's tires due to winter road conditions (§ 2 Paragraph 3 a of the Straßenverkehrsordnung (StVO) - the Road Traffic Act). If the renter has received a second complete set of tires loosely or mounted on rims in addition to the rented item for changing the tires, the renter will bear the costs for changing the tires that become necessary or are deemed necessary during the rental period.

4.4 The renter must check the rental property for external damage as well as damage to the interior and trunk of the vehicle when it is handed over. The renter must complain about missing accessories and any damage discovered at the handover location and ensure that the complaints are recorded in writing in the handover document or noted by hand. The rental company must be informed of this immediately. As long as no complaints are noted and communicated to the rental company, the rental property is deemed to have been handed over correctly, completely and free of damage.

## 5. Rent

5.1 The rent agreed in the rental agreement is based on monthly periods. The monthly rent owed in advance is due on the day the respective monthly periods begin. Sections 187 Para. 2, 188 Para. 2 2nd Old, Para. 3 BGB apply to the calculation of the respective monthly time periods. If the contractually agreed end of the rental period does not correspond to the end of a period of time, the rent owed for the last period of time will be calculated pro rata to the exact day.

5.2 The rental company sends the renter an invoice for each monthly period. The renter agrees to an electronic invoice being sent. The renter can revoke his consent to electronic invoicing at any time by making a written declaration. The rental company must allow a period of at least five banking days between receipt of the invoice and collection of the invoice amount.

5.3 If the renter returns the rental property before the end of the contractually agreed rental period, he remains obliged to pay the rent until the end of the rental period.

5.4 If the renter exceeds the rental period and does not return the rental property at the end of the rental period, the renter is obliged to pay the contractually agreed short-term rent for each calendar day of the rental period exceeded until the rental period is finally returned. The same applies in the event of an extraordinary termination.

## 6. Insurance of the rental property

6.1 The rental property is covered by liability insurance to the minimum extent of the legal obligations. In addition, a reduction in liability is agreed based on the model of partial or fully comprehensive insurance. The amount that the renter has to bear after an event of damage despite a reduction in liability (deductible) is agreed in the rental agreement.

6.2 The aforementioned scope of insurance only applies to the renter and his authorized driver. Items not brought into the rental property by the rental company are not covered by the insurance.

## 7. Use of the rental property, entry restrictions

7.1 The rental company's vehicles are generally non-smoking vehicles.

7.2 Only the renter is permitted to use the rental property within the contractually agreed framework. If the rental agreement was concluded on the renter's side with an entrepreneur, in addition to the owner or legal representative, those employees of the renter who are in possession of a class 3 or B driving license are also entitled to use the rental property for the renter's business purposes. Entrepreneurs must independently check and continually monitor whether their authorized drivers have a valid domestic driving license. To do this, they must exhaust all options available to them and make the necessary inquiries.

7.3 The renter must inform his authorized drivers of the existence of all contractual obligations and obligations. The renter is responsible for the fault of his authorized drivers to the same extent as his own fault.

7.4 The renter must bear all costs resulting from the use of toll or vignette route sections, highway networks, inner cities, bridges or tunnels with the rental property at home or abroad.

7.5 The renter is prohibited from using the rental property to take part in motor sports events as well as for commercial or paid transport of people or goods, from using the rental property on test and race tracks, from taking part in vehicle tests and driving safety training, from highly flammable, explosive, toxic or otherwise dangerous items to transport substances, to commit customs offenses, misdemeanors or crimes with the rental item, even if these are only punishable under the law of the place of crime, and to use the rental item for other uses that go beyond the contractually agreed use.

7.6 The rental property may only be used for journeys within the territory of the Federal Republic of Germany. The renter is prohibited from traveling abroad without the prior written consent of the rental company.

7.7 The renter or the authorized drivers are prohibited from using the rental property in wintry road conditions (black ice, slippery snow, slush, ice or frost) if the tires on the rental property comply with the provisions of Section 36 Paragraph 4, 4 a Straßenverkehrs-Zulassungs-Ordnung (StVZO) – the Road Traffic Licensing Regulations (M+S tires or winter tires marked with the Alpine symbol) does not comply. If the renter violates the above prohibition, he must impose fines on the rental company as the holder of the rented property (Section 213 a Bußgeldkatalog-Verordnung (BKatVO) - the Catalog of Fines Ordinance) including the procedural costs. In the event of damage, the contractually agreed reduction in liability for accidental damage to the rental property does not apply (Section 12.2).

## 8. Administrative offenses

8.1 If the rental company receives official witness questioning or hearing letters in a fine or warning procedure due to administrative offenses committed with the rented property in stationary or flowing traffic, the rental company is entitled to provide the renter's first and last name or company as well as the address Note to inform the administrative authority that the motor vehicle was rented to the aforementioned renter at the time of the crime. The same applies in proceedings with domestic or foreign bodies and authorities in the event of violations of toll payment or vignette obligations, as well as inquiries from investigative authorities in connection with criminal offenses. If the rental property is confiscated by the authorities or by private towing companies on official orders due to an administrative offense in stationary traffic, the renter must immediately redeem the rental property and pay the fees and expenses levied.

8.2 The renter is obliged to comply with Section 25 a Straßenverkehrsgesetz (StVG) - the Road Traffic Act to reimburse the procedural costs imposed on the rental company as the owner if the rental company immediately communicated the name and address of the renter to the administrative authority and yet the responsible motor vehicle driver could not be identified before the statute of limitations expired or his investigation would require disproportionate effort. The rental company is not obliged to apply for a court decision against a costs order that has been issued.

8.3 For each of the circumstances mentioned in Sections 8.1 and 8.2, the rental company can charge the renter a processing fee of EUR 15 gross, which will be paid via the SEPA direct debit issued at the rental company's discretion together with the next monthly rent due or separately, if the renter does not prove that the rental company suffered no damage or only significantly less damage than the processing fee charged.

## 9. Accident

9.1 The local police must be contacted in the event of any accident in moving traffic, wildlife accidents or fire incidents in the rented property. If the police, informed of an accident by telephone, refuse to record the accident on site, the renter must record the police station contacted, the name and rank of the officer who refused to record the accident. In addition, the renter is obliged to determine the names, addresses, vehicle specifications, license plates and insurance company of those involved in the accident, to prepare a sketch of the location of the accident, the routes and the final status of the vehicles, and to record the names and addresses of witnesses to the accident. The renter is prohibited from making any acknowledgments of guilt to third parties at the scene of the accident or at a later date.

9.2 If those involved in the accident leave or have left the scene of the accident without permission, the renter is obliged to immediately file a criminal complaint with the responsible government authorities and provide all relevant information.

9.3 Any discovered or detectable damage to the rental property as a result of his own, third-party or unknown influences must be reported to the rental company immediately by the renter, exclusively using and completely completing the form provided by the rental company. The rental company is entitled to require the renter to take photographs in electronic form in order to determine and assess the degree of damage.

9.4 The rental company remains in control of the restitution process at all times. The rental company decides whether a damage report from a publicly appointed and sworn expert will be obtained, as well as whether, where and in what form any damage to the rental property will be repaired. The rental company is entitled to instruct the renter where and when the rental property is to be taken for inspection or repair.

9.5 A processing fee of EUR 45 including VAT will be charged for the processing of accident damage caused by the renter, unless the renter can prove that the rental company suffered no damage or only significantly less damage than the processing fee charged.

## 10. Other obligations of the renter

10.1 The renter is obliged to keep the rental property in a proper and operational condition at his own expense. The renter is obliged to regularly check the air pressure of the tires as well as the fill levels of all consumable and operating fluids (AdBlue®, oil for the engine, power steering, etc., coolant and brake fluids, windshield washer fluid including antifreeze, etc.) and to check these if necessary to be filled at your own expense according to the manufacturer's instructions or to have it filled by an authorized manufacturer's workshop. The renter is obliged to immediately notify the rental company if the contractually agreed monthly mileage of the rental property is exceeded by more than 20 percent. This also applies if the contractually agreed total mileage of the rental property is reached before the end of the rental period.

10.2 The renter is obliged to immediately notify the rental company of any impending or occurring impairment or loss of operational readiness of the rented item, first by telephone, then in writing and, according to the rental company's instructions, to have it remedied in one of the manufacturer's authorized workshops.

10.3 The renter is obliged to have the inspections prescribed by the manufacturer carried out after a period of time or kilometers on behalf of and at the expense of the rental company in an authorized workshop of the manufacturer. If the authorized workshop does not allow payment of the inspection costs via invoice, the renter is obliged to pay in advance. The inspection costs will only be reimbursed by the rental company if he is presented with an invoice made out to his company and business address. The renter must obtain information about upcoming inspections using the operating instructions and service booklets provided and ensure that inspections carried out are properly documented in the service booklet. In the context of recall campaigns by the manufacturer, the renter is obliged, upon request by the rental company, to immediately present the rented item to an authorized workshop of the manufacturer. If the renter culpably fails to fulfill his aforementioned obligations and the manufacturer's warranty on the rented item is lost as a result, he is obliged to reimburse the rental company upon request for any costs incurred for carrying out the inspection(s) that were not carried out or were not documented also reimbursed for a renewal of the manufacturer's warranty.

10.4 If an ignition key is lost, the rental company must be notified immediately. The same applies to a removal by a third party as a result of a crime (theft, robbery, etc.). If the renter culpably violates the aforementioned obligations, the renter is liable for all damage resulting from the loss or removal of the ignition key, in particular for the theft of the rented item or its damage as a result of unauthorized use as well as other damage to third parties.

10.5 The renter is obliged to immediately file a criminal complaint with the responsible government authorities in the event of theft or embezzlement of the rental property or damage to the rental property. The rental company must be informed of this immediately.

10.6 The renter is obliged to immediately notify the rental company of any seizure or seizure of the rental property. Third parties must be informed immediately about the rental company's ownership of the rental property. The renter is obliged to immediately notify the rental company of any application made by himself or by a third party to open insolvency proceedings against his assets.

### 11. Warranty

11.1 The rental company does not guarantee that the rental property will be uninterrupted and trouble-free. After handover, the renter bears the risk of performance in the form of accidental loss, loss, total loss, loss of usability as well as deterioration or misappropriation of the rented item.

11.2 The renter remains obliged to pay the contractually agreed rent for the duration of the aforementioned events. This applies in particular during repairs or a period of restoring the rental property to operational readiness. The same also applies to the other contractually agreed duties and obligations. The renter is only released from the obligation to pay the contractually agreed rent if the operational readiness of the rented property cannot be restored within a reasonable period of time for reasons for which the renter is not responsible. The rental company is entitled to provide the renter with a comparable replacement vehicle for the duration of the downtime.

### 12. Rental period and extraordinary termination

12.1 The rental agreement is concluded for the rental period specified in the rental agreement.

12.2 Each party is entitled to extraordinary termination without notice for good cause in accordance with Section 543 of the German Civil Code (BGB). Important reasons for the rental company include:

- Significant deterioration in financial circumstances, late payment by the renter or enforcement measures against him
- Application for the opening of insolvency proceedings by a party
- Improper use of the rental property contrary to Sections 7 and 10 of the General Terms and Conditions
- gross disregard of the regulations regarding the use of motor vehicles in road traffic and loss of driving license
- Deterioration of the rental property as well as its loss/total loss, loss and embezzlement

12.3 The extraordinary declaration of termination must be in writing.

12.4 After an extraordinary termination without notice, the renter is obliged to return the rental property immediately. He must bear the costs resulting from the return of the rental property ordered by the rental company.

### 13. Condition inspection and return of the rental property

13.1 Within a time window of three working days after the end of the rental period, the rental property will be inspected for damage at the renter's business or private address by a publicly appointed and sworn vehicle damage and valuation expert. The expert is commissioned by the rental company and arranges an inspection appointment with the renter by telephone in a timely manner.

13.2 At the time of the inspection, the renter must show the rental property to the expert, cleaned inside and out. All stickers on the rental property (environmental stickers, motorway vignettes, stickers, etc.), regardless of who attached them, must be removed by the renter without leaving any residue before the inspection date. Accessories and equipment brought in by the renter must be removed before inspection. The rental item must be presented in the accessories and equipment state at which it was handed over, including the ignition keys, code cards, operating instructions from the manufacturer as well as service, maintenance or inspection booklets. The rental item must be presented with tires of the same make and model as when it was handed over. For items that should have been presented with the rented property on the day of the inspection but cannot be presented by the renter, the renter bears the cost of replacement. A later return or return is excluded.

13.3 If the renter misses the agreed examination date, the rental company is entitled to charge flat-rate costs for a second examination appointment in the amount of EUR 50, provided that the renter is responsible for missing the appointment and does not prove that the rental company suffered no damage or only significantly less damage than the flat rate charged was incurred. If, upon inspection, the rental property shows a higher mileage than the total monthly free kilometers agreed in the rental agreement, the renter owes the rental company the contractually agreed additional kilometer price for each additional kilometer. In the event of a lower total mileage, the lessee will not be reimbursed for the reduced mileage.

13.4 The expert's report on the damage discovered will be sent electronically to the renter immediately after the inspection date. The renter will receive the report from the expert within five working days. The contracting parties recognize the report as binding for further settlement of the damage.

13.5 The rental item is returned either by collection from the renter by a transport service provider or by the renter bringing the rental item to a return location. If self-delivery has not been agreed between the contracting parties in text, the rental company will carry out the handover by collection by a transport service provider as standard and will invoice the renter separately for the transport costs incurred.

13.6 If the rental item is picked up from the renter by a transport service provider, the transport service commissioned by the rental company will arrange a collection date with the renter in good time. Once the condition inspection has been completed, the renter is prohibited from continuing to use the rental property. The rental company is entitled to take appropriate security measures for this purpose. The renter is obliged to hand over the rental item in the condition in which it has been assessed to the appointed transport service provider and thereby effect its return.

13.7 If the rental property is not returned directly to the rental company, the renter is obliged to return the official license plates and, if the original registration certificate part 1 was handed over, this to the company PS- Team Deutschland GmbH & Co. KG, Am Klängenweg 6, 65393 Walluf within three calendar days after the end of the rental at his own expense and risk. The renter is responsible for providing proof of timely dispatch and receipt by the aforementioned service provider; otherwise, he must bear the additional costs of deregistration (issuance of replacement documents, submission of affidavits, etc.). The renter is also obliged to send the rental company the return date and the mileage to be read independently in text form within three calendar days of returning the rental property.

### 14. Liability

14.1 The renter is liable without limitation for accident damage if the renter or an authorized driver caused the accident intentionally, through gross negligence or as a result of alcohol or drug-related inability to drive and the insurance company did not cover the damage or did not cover it completely.

14.2 The renter is liable without limitation for damages for which he is responsible and consequential damages that arise from the rental property or from the legal interests of third parties resulting from the rental property being used by an unauthorized driver, the rental property being used for a purpose contrary to the contract, the rental property being handled improperly, or breach of contractual duties and obligations in any other way. This applies in particular to a violation of the prohibition on putting the rental property into operation in winter road conditions with unsuitable tires (Section 7.7).

14.3 The renter is liable without limitation for damages for which he is responsible and which occur to the rented property or to legal interests of third parties caused by the rented property as a result of the renter or an authorized driver as a party to the accident moving away from the scene of the accident without permission (§ 142 Strafgesetzbuch (StGB) – the Criminal Code), after an accident the local The state police are not called in to record the accident and the accident is not independently recorded and the loss of an ignition key to the rental property is not reported or not reported immediately. This

does not apply if the aforementioned breaches of duty had no influence on the damage assessment. There is no insurance cover for operational damage to the vehicle caused by operating errors, in particular damage caused by **incorrect refueling**, which means that an agreed reduction in liability does not apply and the renter is liable to pay compensation for the full amount of the damage incurred.

14.4 The renter is liable in full for any significant reduction in value of the rental property that is not covered by fully comprehensive insurance as a result of an accident caused by him or an authorized driver.

14.5 The rental company is not liable for damage to the renter caused by slight negligence. Excluded from this are damages resulting from injury to life, body or health if the rental company is responsible for the breach of duty. A breach of duty by the rental company is equivalent to that of its legal representative or vicarious agent.

### 15. Statute of limitations

15.1 A limitation period of 6 months applies to the rental company's claims for compensation due to changes or deterioration of the rental property and the renter's claims arising from the rental agreement; Otherwise, the rental company's claims expire after 3 years. The statute of limitations begins when the rental property is returned.

15.2 However, if an accident is recorded by the police, the statute of limitations only begins when the rental company inspects the files. The rental company is obliged to inspect the files immediately. At the renter's request, the rental company is obliged to inform the renter of the date of inspection of the files.

### 16. Data protection

16.1 The rental company is responsible within the meaning of Art. 4 No. 7 GDPR. The personal data of the renter and the authorized drivers are collected, processed, stored and used by the rental company for the purpose of establishing, executing and terminating the contract. Advertising use only occurs for the purposes of the rental company's own advertising (including recommendation advertising) if data protection consent has also been given for advertising (double opt-in). The data will only be passed on to third parties if this is necessary for contract processing in accordance with Article 6 Paragraph 1 b) and f) GDPR (e.g. billing service providers, credit institutions, liability and comprehensive insurance companies, central billing offices for the settlement of accident damage, etc.) or the rental company is legally obliged to pass it on even without consent (especially in official investigations into administrative offenses and criminal matters) in accordance with Article 6 Paragraph 1 c) GDPR. Any use beyond this requires special legal permission or the express consent of the renter and the authorized drivers, which can be revoked at any time.

16.2 **Note:** The renter and the authorized drivers can request information about the data stored about them, the purpose of the storage and its origin. In addition, you have the right to correct, block and delete personal data. Further information on this can be found on the EUROPA SERVICE website (data protection declaration).

### 17. Final provisions

17.1 The lessor is entitled to assign or transfer rights from the rental agreement as well as ownership of the vehicle itself - also as security - to third parties. The renter is only entitled to assign rights from the rental agreement to third parties if the rental company has given his prior written consent to do so.

17.2 The renter can only set off his own claims against the rental company's claims if his claims are undisputed or legally established. The renter's rights of retention due to claims not arising from this rental agreement are excluded.

17.3 If individual provisions of the rental agreement are wholly or partially ineffective or lose their legal validity wholly or partially, this will not affect the validity of the remaining provisions.

17.4 No oral side agreements were made. The contracting parties reserve the right to refute the presumption of completeness and correctness resulting from the above completeness clause.

17.5 If the renter is a full-time merchant or an equivalent person in accordance with Section 38 Paragraph 1 Zivilprozessordnung (ZPO) - Code of Civil Procedure, the place of jurisdiction is agreed to be the rental company's registered office.

17.6 The law of the Federal Republic of Germany applies exclusively, excluding the laws on international legal transactions. This also applies if the renter is based abroad or moves abroad after the rental agreement has been concluded.

### Information according to Section 36 of the Consumer Dispute Settlement Act (VSBG):

The rental company is neither obliged nor willing to take part in dispute resolution proceedings before a consumer arbitration board.

EU Commission platform for online dispute resolution: [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)

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