

Updated January 2022

## RENTAL TERMS AND CONDITIONS APPLICABLE TO RENTALS IN GERMANY



### 1. Renter's Agreement with Owner

(a) These Rental Terms and Conditions and the Rental Agreement Summary together constitute the "**Rental Agreement**". The Rental Agreement is entered between Renter (as named on the Rental Agreement Summary or the digital tablet) and Owner. Any reference to Rental Agreement Summary in these Rental Terms and Conditions includes reference to the digital tablet. Any reference to Owner or Rental Agent means Enterprise Autovermietung Deutschland B.V. & Co. KG, Mergenthalerallee 42, 65760 Eschborn, Germany, registered at local court of Frankfurt am Main HRA 49141, telephone number: +49-6196-769860.

(b) Owner and Renter are the only parties to the Rental Agreement even though another entity or person may pay for all or some of the rental bill.

### 2. Rental Period

(a) Renter has the right to use the rental vehicle ("Vehicle") until the return date indicated on the Rental Agreement Summary ("**Rental Period**").

(b) Owner may agree to extend the Rental Period orally or in writing ("**Extended Rental Period**"). The Extended Rental Period may be subject to higher charges and/or to additional security deposit which will be disclosed to Renter prior to the extension of the Rental Period.

(c) Subject to the following conditions, Renter may choose to return the Vehicle before the end of the agreed Rental Period and thereby terminate this Rental Agreement early (and the Rental Period will be reduced accordingly).

- (i) If Renter has prepaid the Rental Costs (as defined in Section 5) to qualify for a "special offer" rate, Renter may not be entitled to any refund due to early voluntary termination.
- (ii) If Renter has not prepaid the Rental Costs, early termination can have an impact on the daily rates and the other applicable charges if the originally agreed daily rates and applicable charges were conditioned upon the specifics of the original Rental Period. Owner recommends that Renter verify with Owner what impact an early termination has on the Rental Costs before returning the Vehicle early.
- (iii) Renter's legal right to termination for cause remains unaffected.

### 3. Use of the Vehicle

(a) Eligibility: Renter must have a driver's license valid in the country in which the rental originates and valid for the vehicle category applicable to the Vehicle.

(b) Authorised Drivers: Only the Renter is permitted to drive the Vehicle unless Owner expressly permits additional drivers who meet the eligibility requirements for Renters in Section 3 (a) above ("**Authorised Drivers**"). Authorised Drivers under the age of 25 may be subject to restrictions and an additional fee. Any Authorised Drivers will be documented in the Rental Agreement Summary. Where the words "surrogate driver" are added to the Additional Authorised Driver information on the Rental Agreement Summary then the sole driver(s) for the duration of the Rental Period is/are the nominated surrogate driver(s). Any other named Renter is not authorised to drive the Vehicle.

(c) Prohibited Use of the Vehicle: The Vehicle must not be used:

- (i) by anyone other than the Renter or an Authorised Driver;
- (ii) to smoke in. The use of e-cigarettes in Vehicle is also prohibited;

- (iii) in a way to affect the good condition of the Vehicle, including by smoking;
- (iv) to subrent or for carriage of passengers for hire or reward;
- (v) for deliberately causing personal injury or property damage or for any illegal purpose;
- (vi) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;
- (vii) while the driver is under the influence of alcohol, narcotics or drugs;
- (viii) to travel abroad unless specific authorisation from Owner has been previously obtained;
- (ix) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;
- (x) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and Renter has express permission from Owner;
- (xi) on unpaved roads, racetracks, beaches and test courses;
- (xii) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
- (xiii) in a careless or reckless manner;
- (xiv) to drive through or over water or over any objects that Renter knew or ought to have known rise above the ground clearance of the Vehicle;
- (xv) to drive under a barrier lower than the overhead clearance of the Vehicle;
- (xvi) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars;
- (xvii) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without Owner's specific permission; or
- (xviii) in contravention of this Rental Agreement or the applicable laws, safety rules and requirements of the countries where the Vehicle is used.

(d) Hand over of Vehicle: The Owner shall hand over the Vehicle to Renter in a good and roadworthy condition and equipped as required according to the safety regulations of the place of rental (e.g., first aid kit, spare wheel, and/or warning triangle, as required by applicable law). Renter is required to check the Vehicle's condition immediately after handover. If Renter notices any damage to the Vehicle or other discrepancies, Renter shall immediately inform the Owner.

#### **4. Renter's Main Obligations**

(a) Renter is required to

- (i) always lock the Vehicle and secure all of its parts when it is left unattended;
- (ii) § 536a(2) BGB (German Civil Code) remaining unaffected, not let anyone work on the Vehicle without Owner's express permission. If Owner grants such permission, Owner will reimburse Renter for potential costs solely after receipt of the respective invoices for the work performed;
- (iii) check oil, AdBlue and water levels and tyre conditions and pressure at regular intervals during the Rental Period;
- (iv) stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle that affects its capability to be used safely. In particular, Renter must take into account any cockpit warning lights that may appear on the dashboard of the Vehicle;

- (v) return the Vehicle to the agreed return location, during opening hours. A member of Owner's staff will inspect the Vehicle to check the condition of the Vehicle. If the condition of the Vehicle upon return prevents a thorough inspection it will be cleaned and then inspected for damage. If Owner has expressly permitted a return outside opening hours, the Vehicle key must be returned in a theft-proof manner by placing it in the usually provided drop-safe key deposit box or another device as named by Owner, and the Vehicle must be parked on the company premises or in another location named by Owner;
  - (vi) check that Renter has not left any personal belongings in the Vehicle before Renter returns the Vehicle;
  - (vii) pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lanes, congestion charges, tolls or violations of the rules of the highway, or for traffic offences or contraventions in any country, in all cases unless caused by Owner;
  - (viii) where the vehicle requires fuel, to use nothing other than the appropriate fuel as indicated in the Vehicle; and
  - (ix) not to unseal or tamper with the kilometre or mileage indicator.
- (b) In case of an accident or if the Vehicle is lost or stolen, Renter is required to do the following:
- (i) Renter shall accurately report the accident, theft or loss to Owner as soon as possible by any means and confirm this promptly in text form to Owner no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment Renter becomes aware of the event;
  - (ii) Renter shall report any accident, theft or loss to the police immediately and confirm this promptly in text form to Owner;
  - (iii) Renter shall avoid admitting responsibility to anyone in relation to the accident;
  - (iv) Renter shall request the names and addresses of everyone involved, including witnesses, and provide them to Owner;
  - (v) Renter shall promptly forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;
  - (vi) Renter shall cooperate with Owner and Owner's insurers including responding to requests for full and true information and provide reasonable assistance in any matters or legal proceedings; and
  - (vii) Renter shall return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Owner either directly to Owner's staff or in Owner's secured box at an Owner branded location.

## **5. Rental Costs and other Charges; Additional Services**

- (a) Renter shall pay upon commencement of the Rental Period the daily rates as well as any other charges applicable to the rental of a Vehicle as stated on the Rental Agreement Summary, or, if not stated on the Rental Agreement Summary, the publicly available rates at the time of rental ("**Rental Costs**"). If the Rental Agreement Summary indicates "day = period of 24 hours", a day is a complete or partial period of 24 consecutive hours from the start of the Rental Period. On return, a grace period of 29 minutes will be allowed if the 24-hour period is exceeded.

(b) Rental Costs also include charges for mileage exceeding the included mileage, young drivers, additional services or protection products, such as Damage Waiver, Road Assistance Protection, Additional Insurance Coverage as applicable to the specific rental of a Vehicle and as stated in the Rental Agreement Summary.

(c) Owner may require a security deposit, as stated in the Rental Agreement Summary, at the commencement of the Rental Period which can be used as security for any future claims which Owner has against Renter in connection with the Rental Agreement. If the Vehicle is damaged, lost or stolen during the Rental Period, Owner is entitled to collect from Renter as an additional security:

- (i) if damage waiver has been purchased, the excess amount shown on the Rental Agreement Summary (or if no figure is shown the sum of up to € 2,000.00); or
- (ii) if no damage waiver has been purchased, the initial amount of up to € 2,000.00. Owner is entitled to collect the additional security upon return of the Vehicle or, if the Vehicle is lost or stolen, as soon as Owner becomes aware of the incident, from any credit card or debit card presented before or during rental. Owner will not collect any additional security if, and to the extent that, Renter obviously cannot be held liable or the amount of the additional security, together with any portion of the security deposit that has not been used to satisfy other claims, obviously exceeds Renter's liability. Owner is under no obligation to pay any interest on the security deposit or the additional security or to hold it in any account separate from its own assets. Owner will refund the security deposit and the additional security to the extent that they have not been needed to satisfy Owner's claims under this Rental Agreement within a period of 75 days from the date of the return of the Vehicle or, if the Vehicle is lost or stolen, within a period of 75 days from the agreed end of the Rental Period.

(d) Renter shall pay to Owner:

- (i) any additional charges as contained in this Rental Agreement or agreed between the parties and indemnify Owner against any and all fines, warning fines, fees and other costs levied against Owner for traffic offences or other Vehicle-related offences and fees, including road tolls, committed by Renter or any other person Renter permitted to use the Vehicle in connection with the usage of the Vehicle;
- (ii) the following fees or costs unless Renter is not responsible (*Vertretenmüssen*, § 276 BGB) for these and, in case of lump-sums, unless Renter proves that smaller or no damages were incurred or Owner proves that higher damages were incurred:
  - (aa) an administration fee (lump-sum) of up to € 30.00 for processing any traffic offences or other Vehicle-related offences and fees, including road tolls, under section 5(d)(i);
  - (bb) if the Vehicle is: (1) returned to an Owner branded location other than the one indicated in the Rental Agreement Summary, the publicly available one-way fee at the time of return; or (2) if the Vehicle is returned to a non-Owner branded location not indicated on the Rental Agreement Summary, Owner's actual costs of recovery incurred by Owner and Owner's resulting loss of revenue at the daily rate indicated on the Rental Agreement Summary; unless otherwise agreed between Renter and Owner;
  - (cc) a lump-sum cleaning fee according to Owner's standard list for minor repairs available at the time of signature of the Rental Agreement Summary if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling.

- (iii) Where the vehicle requires fuel, a service fee calculated as the cost of the fuel in the tank of the Vehicle at the price (per litre) indicated on the Rental Agreement Summary if Renter chooses "Fuel Prepaid" at the time of signature of the Rental Agreement Summary. If Renter chooses "Fuelling upon Return", Renter shall pay to Owner a re-fuelling service fee calculated as the difference between the fuel level as at the time of handing over the Vehicle and that recorded upon the return of the Vehicle (in litres) multiplied by the fuel price indicated on the Rental Agreement Summary; no fee applies if Renter re-fuels the Vehicle to at least the fuel level indicated on the Rental Agreement Summary at the start of the Rental Period before the return. No unused or excess fuel will be refunded; and
  - (iv) where the vehicle is an electric vehicle and is returned with less charge than was provided at the start of the Rental Period (such level as indicated on the Rental Agreement Summary), a re-charging price disclosed at the start of the Rental Period.
- (e) An acceptable payment method is credit card.

## **6. Data Protection Notice**

(a) Owner, as data controller, collects personal data about the Renter and any Authorised Driver in connection with the Rental Agreement or any related agreement or service and uses it as described below and in accordance with the Privacy Policy available at <https://privacy.ehi.com>.

In addition to Owner's Privacy Policy, Owner, its subsidiaries or Enterprise Holdings, Inc. may:

- (i) For the legal basis under GDPR (or equivalent legislation as implemented in local law):
  - a. On the basis of contractual necessity:
    - i. Process personal data (including where applicable Vehicle Data) to fulfil both Owner's and Renter's obligations under the Rental Agreement; and to manage: the rental, the commercial relationship and Owner's loyalty program, with the Renter.
    - ii. To communicate important information regarding your rental. These communications are transactional in nature and will be sent to you via email, text or calls.
  - b. On the basis of the Owner's legitimate business interests, where such interests are not overridden by Renter and Authorised Driver's rights:
    - i. To assist us in providing better products and services: for example, to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities and services.
    - ii. Store information indicating that the Renter or Authorised Driver could be a risk for future rentals, such as recording information about traffic or criminal offences or abusive behavior towards Owner's staff. This may mean that future rental requests may not proceed.
    - iii. To locate our Vehicle when it is reported as lost or stolen.
    - iv. For loss prevention, maintain a record of individuals whose past interactions indicate they may present a non-payment or safety risk.
    - v. Use, share and receive information with other market participants for fraud prevention and security purposes.
  - c. Use and share your information with third parties to prevent fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g. traffic citations) and for claims processing purposes;

- i. For fraud prevention purposes, to verify identity and authenticate identity-related documentation as well as additional points of contact for rental related communications through personal references.
- ii. Compile statistics and analysis about Renter's and Authorised Driver's use of Owner's products and services.
- d. On the basis of Renter's consent:
  - i. Send Renter marketing information in situations where consent is required.
- e. To establish, exercise or defend legal claims:
  - i. Provide details of any accidents in which Renter or any Authorised Drivers are involved to relevant insurance databases.

(ii) For the legal basis under the ePrivacy Directive:

Link Vehicle Data with Renter information with consent where required, to fulfil both Owner's and Renter's obligations under the Rental Agreement save for in instances where Owner's Vehicle is reported as lost or stolen where no consent will be required.

To withdraw your consent at any time please contact your local branch to re-issue your rental ticket with your revised consent preferences.

(b) The Vehicle may be equipped with emergency notification functionalities ("eCall System"), which is provided by the manufacturer of Renter Vehicle ("OEM") to ensure appropriate assistance is provided in the case of an emergency.

The Vehicle may also be equipped with technology that collects and transmits data, including information collected from event data recorders, global positioning devices, or any other similar technology, which may be controlled by the "OEM" or Owner ("Telematics Systems"). When installed and where permissible, the Telematics Systems will enable Owner to collect and use information on the basis of Owner's legitimate interest, performance of the Rental Agreement or where required with your consent, including but not limited to: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure, fuel status, and other diagnostic and performance information. This information may be combined with information Renter has provided Owner and used to fulfil both Owner's and Renter's obligations under the Rental Agreement. Owner's use of the information may also include storage of this information after the expiration of the Rental Agreement. If a Vehicle has been reported as potentially or actually lost or stolen, Owner may access Vehicle location data or request access to it from the relevant OEM or system. Renter not consenting to the collection of data from Telematics Systems from the Vehicle does not prohibit Owner from obtaining and using data collected from Vehicle in the event the Vehicle is reported as lost or stolen. Please refer to our Privacy Policy (available at <https://privacy.ehi.com>) for a complete description of our privacy practices, who we share information with (including the OEM which manufactures your Rental Vehicle) and a list of OEM's we currently use.

Where the hire is fulfilled by a Car Club/Car Share Vehicle the Owner uses these capabilities enabled by these telematics systems to (i) issue commands to the Vehicle, such as unlocking and locking the Vehicle, for the purpose of facilitating your trip, (ii) gather information regarding the beginning and end of your trip for billing purposes, (iii) track location information and/or immobilize the Vehicle in the event of an overdue, lost, or stolen Vehicle and (iv) monitor location information should we be directly alerted by you with regards to issues with the Vehicle.

If Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal information may be transferred to and stored on these systems. You should note, this personal

information is shared by you directly with the OEM. OEMs' contact details and information about their data protection practices and terms can be found on their respective websites.

Owner cannot guarantee the privacy or confidentiality of such information and it is Renter's responsibility to delete all personal information from these systems before returning Vehicle to avoid subsequent occupants or users of Vehicle accessing this information.

If Renter downloads a mobile application made available by the OEM and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Renter's use of these applications is strictly governed by the OEM's terms and conditions and privacy policy and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application.

(c) Owner may disclose personal data to: (i) its subsidiaries (see Owner's Privacy Policy for details) or Enterprise Holdings, Inc. for the purposes listed above, (ii) to law enforcement; (iii) to meet legal compliance requirements such as anti-money laundering laws; (iv) any necessary third party which assists the Owner to execute its obligations under or enforcement of the Rental Agreement; or (v) as part of a sale or merger of Owner's business assets or any related due diligence process.

(d) Personal data to the United States from the European Union, the United Kingdom and/or Switzerland, Enterprise Holdings, Inc. and its wholly owned subsidiaries is transferred in accordance with EU and UK approved Standard Contractual Clauses. For more information or if Renter has an unresolved privacy or data use concern that Owner has not addressed to Renter's satisfaction, see Owner's Privacy Policy for information on how to contact Owner's third-party dispute resolution provider.

(e) Owner retains personal data for commercially reasonable periods of time or in accordance with specific laws or policies.

(f) In some circumstances the Renter has the right to: (i) access and port their personal data; (ii) ask for their personal data to be rectified (where it is inaccurate or incomplete), or to have it erased where Owner no longer has a legitimate reasons to process it; (iii) ask for processing to be restricted; (iv) object to Owner's processing of their personal data; and (v) lodge a complaint with the applicable supervisory authority.

(g) If Renter has any queries in relation to this Notice, Renter can contact Owner by post at the address stated in Section 1 or through the Contact Us form located at [www.privacy.ehi.com](http://www.privacy.ehi.com).

(h) Additional information about Owner's processing of personal data may be provided as and when required and / or applicable.

## 7. Protection Products

**(a) Damage Waiver (DW):** If Renter has purchased DW, then Owner shall only hold Renter liable for accident damage, loss and theft up to the specified excess amount (or, if Renter selects DW and no figure is shown on the Rental Agreement Summary up to the sum of € 2,000.00) ("Excess") for each incident. Accident damage is defined as damage caused by a sudden event acting immediately from outside with mechanical force.

(i) **Inapplicability of Damage Waiver.** DW does not apply to costs arising from theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage: (1) caused solely by braking manoeuvres or operational processes (including incorrect operation, incorrect fuelling, and slipping loads); (2) to optional accessories (including but not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter); and (3) that Renter caused

intentionally. In cases of gross negligence, Owner may reduce DW according to the level of culpability.

- (ii) **Inapplicability of Damage Waiver in case of breach of a contractual duty.** DW does also not apply if Renter intentionally has driven or permitted any other person to drive the Vehicle without a valid driver's license or if Renter intentionally has breached a duty under section 3(c)(ii), section 3(c)(iii) to (v), section (vii) to (xv), section 4(a)(i) to (v) or section 4(b) above. In cases of gross negligence, Owner may reduce DW according to the level of culpability; Renter has to prove that gross negligence does not apply. Notwithstanding the two preceding sentences, DW does apply to the extent that the violation of the aforementioned sections was neither the cause of the damage event nor affected the determination or the extent of the damage; Renter has to prove the absence of causality. Lack of causality cannot be claimed if Renter acted maliciously.
- (iii) **Collection of deposit in case of damage.** If the Vehicle is damaged, lost or stolen during the Rental Period and damage waiver has been purchased, Owner is entitled to collect from Renter as an additional security the Excess.

**(b) Roadside assistance protection (RAP):** If Renter selects RAP on the Rental Agreement Summary, then Owner provides the following roadside assistance protection: 24-hour emergency service including provision of a replacement vehicle in case of lost vehicle key, shipping of the key, on-site assistance in case of tire breakdowns, towing service, forced unlocking of the Vehicle if the keys are locked inside, jump-start assistance, and refuelling service up to 5 litres. RAP is available in almost all European countries; the current list of countries is available at the rental branch at the time of rental.

**(c) Personal Accident Insurance (PAI) and/or Personal Effects Cover (PEC):** If Renter selects PAI/PEC on the Rental Agreement Summary, Renter enjoys Personal Accident Insurance / Personal Effects Coverage. PAI/PEC provides Renter and Renter's passengers with accidental death benefits, injury expense benefits and insures Renter and Renter's passenger's personal effects during travel. This is a summary only and policy documents are available to Renter. PAI/PEC cannot extend beyond the first 44 days of the Rental Period or for a period where the total charges to Renter exceed € 200.00, whichever is shorter, and is conditional on Renter's compliance with the terms of the policy that has been provided to the Renter at the time of signature of the Rental Summary Agreement. The coverage provided by PAI/PEC may duplicate Renter's existing coverage or that offered by other suppliers. Renter may wish to determine whether Renter's personal coverage is adequate.

**(d) Third Party Liability:** The rental rate includes a vehicle third-party insurance policy compliant, at a minimum, with legal requirements in Germany. This does not cover any injuries to passengers, damage to the Vehicle itself, or damage to any items kept in or on the Vehicle.

## **8. Termination of Rental Agreement**

- (a) The Rental Agreement terminates with the lapse of the Rental Period or the Extended Rental Period, as applicable, or as otherwise stipulated in this section 8.
- (b) Renter may return the Vehicle and terminate the Rental Agreement early at any time during the Rental Period in accordance with the terms of section 2.
- (c) Nothing in the Rental Agreement affects either Party's right to terminate the Rental Agreement for cause.
- (d) Upon termination of the Rental Agreement and without prejudice to any other rights Owner may have, if Renter culpably fails to return the Vehicle to the agreed return location, Owner may

repossess the Vehicle, and Renter is liable for any reasonable costs involved in repossessing it in addition to the abandonment fee in section 5(d).

(e) Owner may notify the police if Renter operates the Vehicle after end of Rental Period or Extended Rental Period, as applicable.

(f) Tacit extension of the Rental Agreement by continuation of use as described by § 545 BGB (German Civil Code) is expressly excluded.

## **9. Liability**

(a) Renter's liability and limitation period:

- (i) Renter is liable for any damage culpably caused by him or by any other Authorised Drivers, especially for damage to the Vehicle, damage arising from loss of the Vehicle and from loss of its use. In the event of any culpable non-compliance with the Rental Agreement, Renter is liable for all damage caused in accordance with the statutory liability regulations unless otherwise agreed in the Rental Agreement. If Renter leaves the Vehicle with a non-Authorised driver, Renter is liable for any damage caused by this non-Authorised driver while using the Vehicle, unless the damage is not related to the fact that the Vehicle was left to a third party. Renter's liability may be reduced if Renter selected DW or other protection products (see above section 7).
- (ii) Renter and Owner agree on the following liquidated damages/labour compensation fees if Renter is liable for the damage and unless Renter proves that smaller or no damages were incurred or Owner proves that higher damages were incurred:
  - (aa) a flat-rate repair fee for minor damage to the Vehicle. The flat-rate repair fee is calculated by reference to Owner's standard list for minor repairs available at the time of signature of the Rental Agreement Summary which has been independently verified.
  - (bb) administrative costs for processing any damages to the Vehicle of € 50 per claim.
- (iii) If a Vehicle accident was recorded by the police, the limitation period for potential damage claims against the Renter shall begin when Owner had the opportunity to access the police file and shall end, at the latest, nine months after the return of the Vehicle. Owner will immediately seek to access the file and notify the Renter of the point in time access to the file was granted.

(b) Owner's liability: Owner only accepts liability for damage caused by gross negligence and intent and for breach of material contractual obligations whose fulfilment is essential for the due and proper performance of the Rental Agreement and on whose fulfilment Renter may reasonably rely ("**material duty**"). In the event of a breach of a material duty by slight negligence, Owner's liability is limited to damage foreseeable at the time of the signature of the Rental Agreement Summary and characteristic for the type of contract. Strict liability is excluded for any preexisting defect of the Vehicle at the time of the signature of the Rental Agreement Summary. The aforesaid limitations of liability shall not apply in the event a defect has been maliciously concealed, to the liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused injuries of life, body or health. In addition, they shall not apply if and to the extent Owner has assumed a specific guarantee. The same applies for the liability of Owner's employees, representatives, or agents.

## **10. Governing Law / Alternative Dispute Resolution**

(a) The Rental Agreement is governed by the laws of Germany.

(b) Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Renter having to go to court. The online dispute resolution platform of the European Commission is available at: <http://ec.europa.eu/consumers/odr/>. Owner does not and is not obliged to participate in the alternative dispute settlement process.

## **11. Miscellaneous**

(a) If at any time any part of the Rental Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Agreement and the validity and/or enforceability of the remaining provisions of the Rental Agreement is not in any way be affected or impaired as a result of that omission.

(b) A full copy of Owner's complaints procedure is available to Renter upon request from any of Owner's rental branches and from Owner's registered office provided in section 1.