

## FORD CARSHARING GTCs

### § 1 Object

Under the terms of the Ford Car-sharing programme (Ford Carsharing), the Ford partner ("Provider"), in co-operation with DB Rent GmbH, hereby permits the registered customer ("Customer") to hire motor vehicles for short-term use ("Short-term Rental"), subject to availability. These General Terms & Conditions (GTCs) apply to the registration (signing the Customer Contract) and short-term rental of Ford carsharing vehicles, as well as vehicles from other participating co-operative partners (e.g. Flinkster). Use of the Multicity product is subject to the special terms of use as described in § 19 of these GTCs. Signing the Customer Contract does not automatically entitle the Customer to short-term rental for the prices and fees listed or applicable mileage flat rate stated at the time of registration. The prices and fees applicable at the time of booking (see § 18 of these GTCs) shall apply exclusively. Other prices and charges may apply to the use of vehicles from other providers (e.g. Flinkster or its co-operative partners). In such cases, the Customer will be made aware of the possibility of different prices during the booking process. The terms "Customer" and "person entitled to drive" are used for simplification for people of both sexes.

### § 2 Entitlement to drive

Persons entitled to drive are those who have signed a Customer Contract with the Provider (Customer), and other persons registered by the Customer (Rental Partners). Bookings via the customer account of rental partners shall take place solely in the name of and on the account of the Customer. If the Customer is a legal entity, he can name persons (Appointees), who are entitled to drive in his name and on his account. The vehicle may also be driven by another person, with the agreement of and in the presence of the Customer in the vehicle. The Customer shall ensure that persons entitled to drive observe the provisions of these GTC, and are fit to drive and in possession of a valid driver's licence while driving. The Customer shall treat the actions of persons entitled to drive as his own actions. The Customer shall at all times be able to prove who was driving the vehicle (e.g. in the event of penalty charge notices). Booking restrictions apply to persons under the age of 25 who are entitled to drive; these customers shall have access solely to the vehicle classes Micro, Compact, Special and Light Commercial Vehicle. The Customer is prohibited from allowing persons entitled to drive aged under 25 to use vehicles of a different class.

### § 3 Customer card

Each Customer shall receive a customer card for access to vehicles, with built-in access technology. The customer card and/or PIN must not be given to persons who are not entitled to drive. Lost customer cards must always be reported immediately. If the Customer fails to do this, he shall be liable for any customer card and/or PIN that is lost, damaged or given to another party, particularly if this enabled the theft of vehicles. In all cases, the customer card shall be returned promptly to the Provider on the termination of the contractual agreement. If the Customer loses or fails to return the customer card, he shall be invoiced a lump sum for cost and expenditure as per the price and fee table, unless he can prove that no or only lesser damage has resulted. The Provider reserves the right to demand compensation for any damage that has actually occurred. This provision shall apply in the same way if the Customer is given further access media. If vehicles without built-in access technology are offered, the Customer shall be given the vehicle key by the Provider when the vehicle is handed over. The vehicle key shall be returned to the Provider upon the vehicle's return. The Provider shall be entitled to limit the time of access and to extend this for a defined period only if the Customer submits his original driver's licence, and/or to deny access to the vehicle if he does not do so, until such time as the driver's licence is submitted.

### § 4 Obligation to book

The Customer is under obligation to book a vehicle with the Provider each time before using it, stating the period of use. He shall comply with any booking restrictions in force. The Customer does not have any right to a particular vehicle. The Provider shall be entitled to provide a vehicle of equivalent or higher value to the vehicle class that was booked. In this case, persons entitled to drive shall not be subject to the age restriction of 25 minimum. Vehicle models shown for internet bookings are examples and may differ from vehicles actually provided. For vehicles without a fixed return location, in particular, in isolated cases imprecision of the GPS signal may lead to discrepancies from the vehicle's actual location, for which the Provider can accept no liability. A fee as per the price and fee table will be charged for the telephone booking service. The Provider may make the acceptance of bookings dependent on the Customer making reasonable prepayments on the rental price.



#### § 5 Duration of use

The duration of use is the booking period. The booking period shall begin and end on each full quarter hour (for example: 14:00, 14:15, 14:30, 14:45, 15:00). It shall last at least one hour, and can only be extended by a full half hour.

#### § 6 Cancellations

If a Customer is unable to use the booked vehicle, he has the right to cancel. Customers may cancel bookings free of charge, provided this is done at least 24 hours before the beginning of the intended use. If he does not do this, the Provider shall be entitled to charge cancellation costs amounting to 50 % of the usage fee as per the price and fee table, but not exceeding the price for one day of use, unless the Customer can prove that the Provider has suffered no or lesser damages. Curtailed bookings shall be treated as cancellations of the curtailed period. The Provider shall advise the Customer if the booked vehicle class is not available. The Customer may then cancel the booking free of charge, or change the booking to a different vehicle class, subject to availability.

#### § 7 Inspecting the vehicle before driving

The Customer undertakes to inspect the vehicle for visible flaws/damages before starting to drive, and to compare these with the damage list or checklist in the logbook in the vehicle's glove compartment. The Customer shall report any flaws/damages found to the Provider by phone before starting to drive. Each vehicle is equipped with a fuel card. If a fuel card is missing, this must be reported at the start of the booking. A vehicle shall be considered dirty if the interior has stains, rubbish, garden cuttings, ashes, tobacco smoke, dirt from transporting animals or similar, beyond the usual everyday signs of use.

#### § 8 Carrying a valid driver's licence

The Customer is obligated to carry a valid driver's licence each time he drives. The entitlement to drive as per § 2 of these GTCs is subject to the ongoing, continuous possession of a driver's licence, and compliance with all the conditions contained therein. This entitlement shall cease immediately in the event of the withdrawal, temporary seizure or loss of the driver's licence. The Customer is obligated to notify the Provider immediately in the event of the removal of or any restrictions on his driver's licence. The Customer and persons entitled to drive must be in full possession of their mental capabilities at the time of taking the vehicle, and must not have taken any drugs, alcohol or medication which could impair their ability to drive (the limit for alcohol is 0.0 %).

#### § 9 Use of vehicles

The Customer shall handle the vehicle with care and in accordance with instructions in the User's Manuals, vehicle documentation and manufacturer's instructions, and shall check fuel, operating fluids and tyre pressure.

The vehicle shall be left clean and properly protected against theft. Smoking in vehicles is universally prohibited.

The station must be handled with care. Any gates or barriers must be closed after driving through them.

In the event that a Customer leaves the interior of a vehicle dirty beyond the usual everyday signs of use, he shall be invoiced cleaning costs amounting to the actual sum incurred or a flat rate as per the price and fee table, unless he can prove that cleaning costs are lower than this. The Customer shall be entitled to get the vehicle cleaned himself and to settle the necessary cleaning costs using the fuel card. The Customer undertakes to use the fuel card solely for refuelling and cleaning the hired vehicle. Unless otherwise stated, the vehicle shall be left with the fuel tank at least one quarter full. A fee as per the price and fee table shall be charged if the fuelling rule is not complied with. Unless otherwise stated, the vehicle shall not be refuelled with premium fuels (for example "BP Ultimate", "Shell V-Power", or similar), unless no other fuel is available in the given circumstances. The Customer shall be under obligation to prove such circumstances. Use is permitted only within Europe, and the Provider must be notified of journeys abroad.

Using the vehicle for commercial passenger transport, practising for motor sport, test purposes or other unlawful purposes, and/or making it available to unentitled third parties, is prohibited.

The transport of hazardous substances and/or dangerous goods as covered by the German Ordinance on the Transport of Dangerous Goods by Road & Rail (GGVSE) is prohibited.



The Customer is under obligation to properly secure all cargo.

The vehicle must not be used for unlawful purposes. The legislation both of Germany and the location of any infringement shall be observed.

Use of the vehicle shall comply with legal provisions, particularly traffic regulations.

Use is permitted only within Europe, and the Provider shall be notified of journeys abroad before driving commences. The Customer shall bear sole responsibility for compliance with legal provisions applicable in other countries, which do not also apply to the licensing and use of vehicles in Germany, of highway codes and driver's licence requirements, and shall exempt the Provider from any claims whatsoever.

The Customer shall bear all costs in connection with fees charged for the use of certain highways (e.g. toll roads), and shall fulfil all obligations to co-operate with the levying of such fees.

### **§ 10 Liability of the Provider**

With the exception of liability for the loss of life, bodily harm or damage to the health of the Customer, the Provider's liability shall be restricted to malicious intent and gross negligence on the part of the Provider or his legal representatives or vicarious agents, insofar as these are not covered under the third-party liability insurance taken out for the vehicle. This shall not affect the Provider's liability in the event of violation of major contractual obligations. All claims for damages due to the violation of contractual obligations shall be limited to foreseeable damages typical for this kind of contract. The Provider shall not be liable for minor breaches of the contract due to slight negligence. The aforementioned limitation of liability shall not apply in cases of strict legal liability.

Lost property shall be reported to and handed to the Provider; the Provider shall accept no liability for this.

### **§ 11 Liability of the Customer**

The Customer shall be liable in accordance with the law if he damages or steals a vehicle of the Provider or a partner of the Provider who offers its vehicles as part of the FORD CARSHARING product and related co-operative partners such as Flinkster, Multicity, etc., or if he has violated his obligations arising from the Customer Contract.

The Customer's liability shall also extend to cover incidental damages such as the costs for hiring an expert, vehicle recovery costs, loss of value and loss of use.

If the Customer has excluded and/or limited his liability for accidents and damages incurred to the Provider by taking up separate insurance services, he shall at any event remain liable for malicious intent or gross negligence, and shall be liable in the event that his insurance protection is withdrawn due to misconduct on his part. For risks covered by an insurance policy to reduce liability (§ 12), the Customer's liability shall be limited to the agreed excess. If the Customer has taken out third-party, fire & theft insurance, he shall be liable to the amount of his excess, particularly in the case of damage to glass, damage due to game animals, fire, theft and natural hazards. If excess has been excluded, this element of liability is dispensed with. However, irrespective of any reduced liability or agreed exemption from liability, the Customer shall in any event be liable for an amount commensurate with the severity of the offence, up to the total damage amount, if he or his vicarious agents

- a. have caused damage through malicious intent or gross negligence, whereby the scope of liability shall be determined as per § 81 of the German Insurance Contract Act (VVG);
- b. have committed a hit-and-run offence, have failed to notify the police in the event of accident, theft, fire, damage caused by game or other damage or have failed to report such damage to the Provider, or have made false statements about the circumstances of an accident, insofar as these affect the Provider's legitimate interest in determining the circumstances of the damage, unless this breach of his obligations was not through malicious intent or gross negligence;
- c. use the vehicle without being in possession of a driver's licence;
- d. allow third parties not in possession of a valid driver's licence to drive the vehicle;

- e. are incapable of driving the vehicle safely or well due to the consumption of alcoholic beverages or other intoxicating substances or due to health issues;
- f. have not fulfilled their obligation to correctly secure any cargo.

The Customer or his vicarious agents shall accept unlimited liability for violations of legal provisions, particularly for traffic and regulatory offences. This also applies to violations on the part of the Customer of legal or other provisions that took place at the end of the rental period, e.g. parking a vehicle in a parking space subject to a fee without any payment thereof, parking the vehicle in a no-parking zone, and similar.

The Customer shall bear the costs incurred by the Provider for dealing with such misdemeanours. The Provider may refrain from charging actual costs and instead impose a flat fate fee as per the price and fee table, unless the Customer can prove to the Provider that handling costs are lower.

Commercial losses (e.g. the trailer detaching from the towing vehicle), faulty operation (e.g. very bad gear shifting, filling with the wrong fuel) and breakages (e.g. cargo slipping) are not the same as accident damages. The Customer shall always bear unlimited liability for damages of this kind.

The Customer shall be exempted from his liability to pay damages if such payment is made by a third party.

The Customer shall exempt the Provider from any liability whatsoever for damages to or the loss of objects carried, kept or left in the vehicle by the Customer, passenger or other occupant during or after the term of the rental contract. This shall not apply if the Provider or his vicarious agents have acted with malicious intent or gross negligence.

The Customer is obligated to notify the Provider of any changes of address immediately. The Provider may invoice the Customer for address searches based on actual expenditure or at a flat rate of € 15, unless the Customer can prove that lower costs were involved.

If using an electric vehicle, the vehicle's charging cable must always be carried in the vehicle during use. Expenses incurred by the Provider due to disregard of the above shall be invoiced to the Customer. Moreover, the Provider shall be entitled to invoice costs for the retrieval of a vehicle and loss of use due to the Customer not observing the charge status/fuel level and residual range.

### **§ 12 Insurance**

All vehicles are covered by third party, fire & theft and fully comprehensive insurance. The Customer's excess and options for obtaining further insurance protection shall be determined in each actual case in accordance with the valid price and fee table. A reduced excess in the event of a claim shall apply only if this was booked before the Customer commenced driving, and any additional driver had been stated at the time of booking. Insurance claims can only be brought with the Provider's prior consent.

### **§ 13 Accidents, breakdown/repairs, theft and obligation to notify the police**

The Customer is always under obligation to phone the police following an accident, theft, fire, damage caused by game or other damages, even if no third party is involved either as a victim or possible guilty party, or no third-party property has been damaged. In the event of damages involving third parties, the Customer may only submit a written admission of guilt with the Provider's prior consent.

The Customer is obligated to notify the Provider of any incidents involving damage by telephone initially using the central customer hotline, and then to explain all the details to the Provider in writing exhaustively, truthfully and meticulously. If the damage takes place in the country in which the vehicle was hired, but the Customer or his agent have suffered no injury, this written explanation shall be submitted no later than two days after the incident. Otherwise, the deadline shall be 14 days after the incident. The duty to notify the police also applies to accidents for which the driver is responsible, with no involved third parties.

For accidents caused either wholly or in part by a Customer, the Provider may invoice the Customer for the cost of settling the damages in the form of an administrative fee as per the current price and fee table, unless the Customer can prove to the Provider that he has suffered no or much lesser damages.



If, following a breakdown, safe operation of the vehicle can no longer be ensured or use is impaired, the Customer/driver shall take reasonable safety precautions and shall agree what action to take immediately with the Provider via the central customer hotline. Outside business hours, the Customer shall act in the interests of the Provider to the greatest possible extent.

In the event that a repair is necessary during the hire period, in order to ensure that the vehicle is operational and safe to drive, the Customer may only order repair work with the express written consent of the Provider, if the expected cost of the repair exceeds € 100.

The repair shall be performed in an authorised workshop belonging to the relevant vehicle manufacturer, insofar as this is possible and feasible in each individual case.

The repair costs shall be borne by the Provider following submission of the relevant receipts, insofar as the Client is not liable under the terms of § 11 of these GTCs.

#### **§ 14 Returning the vehicle**

The Customer is obligated to return the vehicle in good order on the expiry of the agreed period of use. The vehicle shall be deemed to have been returned in good order if it has all the accompanying documents and is properly closed (doors and windows locked, steering wheel locked, lights off), and the vehicle key has been deposited at the prescribed location. Unless otherwise specified, the vehicle shall be returned to the original rental location. Concerning vehicles from our co-operative partner Flinkster: Electric vehicles shall be connected to the appropriate charging station with the charging cable provided for this purpose. If the permitted return location or vehicle parking space is on a public road, special attention shall be paid to the parking regulations in force. For example, the vehicle may only be left in parking zones with time restrictions (e.g. for road sweeping, roadworks) if this restriction only comes into effect 72 hours after the vehicle's return. Irrespective of the charges agreed for use of the vehicle, charges shall apply until such time as the vehicle is actually returned to the Provider. The Provider reserves the right to assert claims for further damages if the Customer does not fulfill his obligations in respect of vehicle return. If a vehicle is equipped with GPS tracking, its position shall be tracked upon its return, and the duration of use shall automatically be rounded to the next full quarter hour. If the duration of use is shorter than the booking period, the unused booking period shall be calculated in accordance with § 6.

#### **§ 15 Late returns**

If the Customer is unable to keep to the stated return time, he must extend the booking period before the expiry of the originally agreed hire period. If an extension is not possible because of a consecutive booking by another customer, and if the Customer is actually unable to comply with the original return time, the Provider shall be entitled to invoice the Customer for the extended time beyond the booking period. Furthermore, if the vehicle is returned late and there is a consecutive booking, the Provider may, in place of the actually incurred expenses, charge a lump sum dependent on how late the vehicle is returned, based on the price and fee table, unless the Customer can prove to the Provider that no or much lesser expenses have been incurred.

#### **§ 16 Deployment of a mechanic**

If a mechanic needs to be deployed due to incorrect use of the vehicle or access technology, or non-compliance with the rules (in particular, insufficient fuel, leaving an electrical consumer on, entering the wrong PIN several times), the Customer shall be invoiced for the costs as per the price and fee table, unless the Customer can prove that lower expenses have been incurred.

#### **§ 17 Use with other providers**

The Customer shall be entitled to book vehicles from the Provider's co-operative partners using his customer account, based on the price and fee table applicable to the product in question (see § 1 of these GTCs). The Provider shall still be the Customer's point of contact in such cases, and his GTCs shall also supply in the event of use with other providers. The user shall be notified or made aware of the applicable prices and fees on the internet or via the app at the time of booking.

#### **§ 18 Charges, payment conditions, deposit**

DB Rent GmbH shall make out invoices as part of services rendered by Ford Carsharing. DB Rent GmbH shall invoice to the Customer administrative or registration fees, charges for use of vehicles on journeys made by himself and his rental partners and



agents, and service charges as per the respective Provider's valid price and fee table, and these invoices shall be debited monthly. Changes to the price and fee table shall take place following careful examination of the economic situation, e.g. oil prices, upkeep and procurement costs, etc. The Customer shall be notified of changes at least three months before they take effect. The fuel price shall be calculated as a flat rate per mile driven (mileage flat rate). The average consumption of a typical car in the respective vehicle class, among other things, shall be used as the basis for calculation. The current mileage flat rate shall be shown on the internet. The mileage flat rate shall increase by € 0.01 from a price of € 1.60 per litre of Unleaded and with each further increase of € 0.15. The adapted prices shall always take effect on the 1st of the following month, and shall be made known on the internet and on invoices. The duration of use stated in the booking and the distance covered as per the trip computer shall be binding for the calculation of trips. The invoice given to the Customer by the Provider is due and payable within one week of its receipt. The Customer shall be liable for processing costs and interest on arrears in the event of late payment. This shall not affect the right of the Provider to assert further claims for damages due to delayed payment. If the Customer wishes the invoice to be sent by post, he shall be charged a service fee as per the valid price and fee table. Sending by e-mail is free of charge. The validity of allowed driving credit always lasts 12 months, unless a shorter term was advised when setting up the credit. The Provider shall withdraw the calculated fee by direct debit (using the SEPA direct debit scheme), if the Customer has given the necessary authorisation. For SEPA direct debits, the Customer shall make out a direct debit mandate, stating his IBAN and BIC code. Notification of each withdrawal via SEPA direct debits shall be given five days before withdrawal (pre-notification). If a direct debit payment cannot be honoured due to a lack of credit or other reasons for which the Customer is responsible, the Provider may invoice the Customer for his actual expenditure or as a lump sum as per the price and fee table, unless the Customer can prove that lesser expense was involved. The Provider may charge a service fee as per the price and fee table for payments made by credit card. The Provider may assign his claims to third parties at any time (debt collection agency). The Provider shall not earn interest on deposits made by the Customer.

#### **§ 19 Special rental conditions for Multicity**

When using a Multicity vehicle, different rules apply to those in these GTCs: There is no obligation to pre-book; the vehicle may be opened simply by holding the customer card in front of it; the duration of use does not have to be established in advance; only the actual driving time is invoiced, as per the agreed timing slots; one-way journeys within the area of business are expressly permitted; the vehicle may be left in public parking spaces. The exception here are residents' parking zones and parking spaces in which the permitted parking time is subject to no stopping or no parking regulations some of the time, or to disc parking, which imposes a limit on the time. Multicity vehicles do not have a fuel card. There is a separate price table for their use, which also indicates the excess. Safety packages applicable for Ford Carsharing are not valid when using Multicity vehicles. When using Multicity, the vehicle is automatically tracked each time the ignition is switched off, to ensure that any parking charges incurred are automatically included. A remaining range of 15 km must be available when a vehicle is returned.

#### **§ 20 Set-off, preclusion of objection**

The Customer has the right of retention solely as the result of counter-claims arising from the contract. The Customer may only make a set-off against claims by the Provider in the event of undisputed or legally valid counter-claims.

#### **§ 21 Amendments to the contract**

The Customer shall be notified of amendments to the General Terms & Conditions in writing or via e-mail, and they shall be shown on the internet. Amendments shall be deemed as approved if the Customer does not submit a written objection. He shall be notified of this fact separately by the Provider on notification of amendments. Objections by the Customer must be sent to the Provider within one month of his notification of amendments.

#### **§ 22 Termination, freezing**

The Customer Contract shall be of unlimited duration and may be terminated in writing by both parties at the end of each quarter, with 6 weeks' notice. If a minimum term was agreed for special tariffs, ordinary termination is only possible for either party at the end of this minimum term, with 6 weeks' notice. The parties to the contract reserve the right to terminate the Customer Contract in exceptional circumstances. In the case of tariffs with a minimum term, the Customer shall also have the right to terminate in exceptional circumstances in the event of changes to the price and fee table, and shall be notified of this fact by the Provider upon notification of said changes. The Provider is also entitled to freeze the Customer for just cause for a certain period, so that he cannot hire vehicles, instead of termination in exceptional circumstances. This shall be the case, in particular, if not inconsiderable receivables of the Provider from previous rentals have not yet been honoured, in the event of a lack of assistance



in the clarification of damages, or repeated violations against contractual obligations on the part of the Customer (see § 25 of these GTCs). The Provider shall advise the Customer in writing of the duration of and reason for the freeze.

If the Provider named overleaf terminates his participation in the Ford Carsharing scheme, Customers of this Ford partner shall, following prior notification in writing, be transferred to the nearest Ford partner involved in Ford Carsharing, unless Customers object to such a transfer. In the event that special provisions, e.g. regarding special vehicles or the exclusive use of vehicles, have been agreed between the Provider and Customer in contradiction of or supplementary to these GTCs, and these cannot be met by the Ford partner to which the Customer is transferred, the Customer has the right of extraordinary termination.

### **§ 23 Data protection**

The Customer's personal data shall be acquired and stored solely for the purpose of his registration as a Customer, in order that use of service features and queries can be dealt with.

Personal data (such as name, address, phone number, e-mail address, bank details or credit card number, driver's licence information, personal ID data, etc.) shall be obtained, processed and used insofar as this is essential for business transactions. Data shall be stored in Germany in accordance with the applicable German legislation on servers of DB Rent GmbH or its IT service provider; that is, outside the business premises of the Ford partner, Ford Werke and FHD Ford Händler Dienstleistungsgesellschaft mbH.

The Customer's data (name, address, bank details or credit card number) shall be forwarded to DB Rent GmbH and FHD Ford Händler Dienstleistungsgesellschaft mbH for the purpose of invoicing usage fees and charges. DB Rent passes the customer ID on to Ford-Werke GmbH so that they can match it with their customer accounts. In the event that a Ford partner leaves the Ford Carsharing scheme, the Customer's data (name, address) shall be forwarded to Ford-Werke GmbH, in order that the contract can continue with another - generally the nearest - Ford partner. The Ford partner, Ford-Werke GmbH, FHD Ford Händler Dienstleistungsgesellschaft mbH and DB Rent GmbH hereby undertake to refrain from forwarding the Customer's data to other third parties for commercial use.

In the event of misdemeanours or infringements of traffic regulations, the necessary amount of personal data (name, address) shall be passed on to the police or traffic regulatory authorities. If the vehicle was not being driven by the Customer, the latter undertakes to disclose the driver's name and address without delay.

For vehicles equipped with GPS tracking, their location is determined upon their return. Otherwise, no vehicle tracking takes place during their orderly use. If the obligations on return of the vehicle (§ 14) are not met, or in other cases of breach of contract, the owner of the vehicle shall be entitled to track it.

### **§ 24 Credit investigation clause/credit rating check**

The Provider reserves the right to transfer data concerning the commencement and termination of the Customer Contract to the credit report agencies named below, and to receive information about the Customer from them or another credit report agency: SCHUFA Holding AG, Bürgel Wirtschaftsinformationen GmbH & Co.KG, avarto Infoscore GmbH, Creditreform e.V. In the event of a negative credit rating, the Provider reserves the right to demand a deposit before rendering services, or to refrain from entering into a Customer Contract. Irrespective of the above, the Provider shall also transfer data to credit investigation companies due to breaches of contract. These reports may only take place as far as is permitted under consideration of the interests of all concerned, in accordance with the German Federal Data Protection Act.

### **§ 25 Breach of contract**

In the event of the following misdemeanours on the part of the Customer, the Provider may charge a lump sum fee to the amount of € 250 for the additional administrative expenditure he has incurred, unless the Customer can prove to the Provider that he has suffered no or much lesser expenditure: Driving without booking; passing on the customer card and/or PIN without authorisation; handing the vehicle to an unauthorised party; returning the vehicle more than 24 hours late; improper use of fuel cards.

### **§ 26 Other provisions**

This contract is subject to German law. Verbal subsidiary agreements are excluded. Should any part or provision of the Customer



Contract and these GTCs be or become invalid, this shall not affect the validity of the remaining document. The location of the Provider's headquarters is agreed as the legal venue, insofar as the Customer does not have a general legal venue in the same country, or has moved his place of residence or of habitual abode abroad after signing the contract, or his place of residence or habitual abode is not known at the time the action was brought, or if the Customer is a registered trader or legal entity under public law or a special fund under public law.

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