

### **I: Vehicle Condition / Repairs / Fuel**

I.1. The lessee undertakes to treat the vehicle appropriately and with due care, to observe all regulations and technical rules which apply to its use, specifically to regularly check that the engine oil level is sufficient and to observe when vehicle services are due and to check regularly that the vehicle is in a roadworthy condition and to properly lock the vehicle.

I.2. If, during the term of the rental period, it becomes necessary to repair the odometer (kilometer counter) or to carry out a repair to ensure that the vehicle is operational or roadworthy or a compulsory vehicle service becomes necessary, the lessee may have this work carried out by an authorized repair workshop up to an estimated repair cost of EUR 100.

I.3. The vehicle shall be handed over to the lessee with a full tank of fuel. Correspondingly, the lessee must return the vehicle at the end of the lease with a full tank of fuel. If the vehicle is not returned fully tanked, the lessor shall charge the lessee the cost of filling the vehicle plus a service charge in accordance with the price list applicable at the time of rental. The applicable price list is displayed in the rental office.

### **II: Reservations, bookings made at prepaid rates**

II.1. If the lessee has not collected the vehicle within one hour after the agreed collection time (pick-up time), the binding reservation for the vehicle will no longer be in effect. Cancellations must be made, in writing, no later than 72 hours prior to the agreed collection time (rental period begin).

II.2. Once a booking has been made (and confirmed by Passo Turismo), it can no longer be changed. If a booking is cancelled before the rental begins a charge of EUR 50 shall be charged; if the vehicle is not collected at the agreed time (per B: 1.), a cancellation fee of EUR 80 is can be charged. Cancellations must be made in writing and must be addressed to: Passo Turismo GmbH, Kirchenstraße 88, 81675 München, Fax: +49-89-44454514, E-Mail info@passo-tourismo.com

### **III: Valid driving license, authorized drivers, travel abroad**

III.1. Prior to handover of the vehicle the lessee must produce a valid driving license necessary for driving the rental vehicle (valid for automobiles under 3.8 tons, valid in Germany, Austria, Switzerland, Italy). If the lessee is unable to produce a driving license prior to vehicle handed over, Passo Turismo reserves its right to cancel the rental contract and reservation; in any such cases the lessee shall have no claim for non-performance. The vehicle may be driven and used only by the lessee, and, with the lessor's consent, also by the lessee's employees or family members, or by the drivers specified in the rental contract. The lessee is responsible for the validation of additional drivers (i.e. employees, family members of drivers as specified in the rental agreement) and whether those drivers are in the in possession of a driver's license which is still valid on the territory of the Federal Republic of Germany. The lessee must use all means available to him do this and must make the necessary enquiries. Upon request the lessee shall be obliged to advise the lessor, in writing, of the names and addresses of all drivers.

III.2. The lessee shall be liable for the actions of all drivers during the duration of the rental period, as if they were the lessee's own actions.

III.3. The vehicle may be used only on public roads, but not for driving school (autocross, driver's education, etc.). The vehicle may not be used:

- for motor sports purposes, in particular driving events where the event's primary objective is to achieve maximum speeds, or for any associated practice drives,
- for vehicle tests or for safety driving training,
- for the commercial transportation of persons,
- for renting to third parties,
- for committing criminal offences, even if said offences are punishable only under the law of the place where the offence is committed,
- for transporting easily inflammable, toxic or other hazardous substances,

III.4. The lessee is obliged to properly secure any goods carried or transported in the vehicle.

III.5. Rental vehicles may not be used abroad in certain countries. A list of the countries in which the respective categories of vehicle may not be used, can be inspected prior to reservation on Passo Turismo's service point or can be requested in writing. In addition, the countries in which the rental vehicle concerned may not be used are listed in the rental agreement form.

III.6. Any violation or non-performance of a provision under sub-clauses 1, 3 or 5 above, shall entitle Passo Turismo to terminate the rental agreement without notice or to rescind the rental agreement. In any such event the lessee shall have no right to damages. This shall be without prejudice to any claim to damages that accrues to Passo Turismo due to the breach of one of the provisions under sub-clauses 1, 3 or 5 above.

### **IV: Rental charge**

IV.1. If the vehicle is not returned at Kirchenstraße 88, 81675 München or another agreed location (as set forth in the rental agreement), the lessee shall be required to pay the cost of returning the vehicle, unless otherwise agreed in writing.

IV.2. The rental charge shall, in principle, be specified in a scale of charges applicable at the time of rental, the terms and conditions of which are displayed in the company's offices, unless a special rental charge has been agreed and said rental charge agreement is not based on an obvious error. The rental charge does not include the costs of fueling the vehicle, service charges and delivery and collection costs. Special prices and price discounts apply only if payment is made when due.

### **V: Due date, payment terms, security (deposit), termination without notice because of default of payment**

V.1. The rental charge (plus any other charges agreed such as, e.g. exemptions from liability, delivery charges, location surcharges) plus value added tax in the statutory amount applicable from time to time shall be payable at the beginning of each interval.

V.2. As a security deposit for the performance of his/her duties, the lessee shall be obliged to commit to pay a sum of money at the beginning of the rental period (Direct debit authorization, per XI), which can and will be called by the lessor in the case of vehicle damage and/or total loss. The security deposit shall not be more than three times the agreed rental charge (plus other charges agreed such as, e.g. exemptions from liability, delivery charges, airport charges) plus value added tax in the statutory amount applicable at that time. If the agreed rental period exceeds a period of 28 days, the security deposit shall be a maximum of five times the agreed rental charge for a period in the statutory amount applicable at that time. The lessor is not obliged to book the security separately from its assets. The security shall not bear interest. The lessor can enforce its right to payment of security even a considerable time after commencement of the rental agreement.

V.3. Unless otherwise agreed, the rental charge, all other agreed charges and the security (deposit) shall be charged to the lessee's credit card.

V.4. Instead of debiting the lessee's credit card, the lessor can, by making a so-called "merchant request" in its favor, have a sum in the amount of the deposit frozen under the credit facility granted to the lessee by his/her credit card institution for his/her credit card.

V.5. If the lessee is in default of payment of the rental fee the lessor shall, even without prior warning, be entitled to terminate the rental agreement without notice.

## **VI: Insurance**

VI.1. The Insurance cover for the rented vehicle extends to third party liability insurance with a maximum amount of cover for personal injuries and damage to property of 100 million Euros. The maximum amount of cover per injured person is 8 million Euros and is limited to Europe.

VI.2. The insurance policy does not cover use of vehicles for the transportation of hazardous substances requiring a permit, as defined in Paragraph 7 of the Statutory Instrument on the Transportation of Hazardous Goods by Road (GefahrgutVStr.)

VI.3. The insurance coverage for the vehicle rented also includes partially comprehensive coverage, to the usual extent (fire/theft).

VI.4. The excess to be paid by the lessee is EUR 2,500.00, unless otherwise specified and agreed.

VI.5. All inclusive coverage, as part of the rental contract, lapses, in particular, if an unauthorized driver uses the vehicle, if the driver of the vehicle does not have the required driver's license at the time of the event giving rise to the claim, or if Clause IX.2 of these terms and conditions applies.

## **VII: Accidents / theft / obligation to notify**

VII.1. In the event of an accident, theft, fire, damage by wild animals or other damage, the lessee must immediately notify the police and immediately notify the lessor of the damage. This applies also to minor damage and accidents, for which the lessee must provide the lessor with evidence of this.

VII.2. In the event of loss or damage the lessee is obliged to notify the lessor in writing immediately, or at the latest two days after the event, of all the details, using the accident report form include with the vehicle papers, each section of which must be completed carefully and in full.

## **VIII: Lessor's Liability**

VIII.1. The lessor shall be liable in accordance with the statutory provisions in the event of intent or gross negligence by the lessor, a representative or a vicarious agent. In all other cases the lessor shall be liable only for injury to life, body or health or for the intentional or negligent breach of material contractual obligations. Any claim to damages due to the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.

VIII.2. The lessor does not accept any liability whatsoever for property left in the rental vehicle upon its return.

## **IX: Lessee's Liability**

IX.1. In the event of damage to the vehicle, loss of the vehicle or breach of the rental contract, the lessee shall be liable, in principle, in accordance with the general rules governing

liability. In particular, the lessee must return the vehicle in the condition, free of defects and damages, in which he/she took possession of it.

IX.2. The lessee and his agents shall be liable without limitation for the breaches of any statutory provisions, particularly for traffic and administrative offences, committed during the rental period. The lessee shall indemnify the lessor against any and all penalty and warning fines, fees and other costs, levied by the authorities from the lessor because of any such breaches. As compensation for the lessor's administrative costs incurred in handling enquiries put to it by the prosecution authorities in order to investigate administrative and criminal offences committed during the rental period, the lessor shall receive from the lessee a flat-rate amount of € 75.00 (incl. VAT) for each enquiry by the authorities, unless the lessee proves that the lessor incurred lower costs and/or loss; the lessor shall be at liberty to assert greater damages or loss.

IX.3. Damage to brakes and damage caused during normal operation of the vehicle do not constitute accident damage.

IX.4. These provisions apply not only to the lessee but also to the authorized driver, whereby, however, the contractual exemption from liability does not apply to unauthorized users of the rented vehicle.

## **X: Return of the vehicle**

X.1. The rental contract shall end at the agreed time and can, under the provisions of this contract, be extended with the prior consent of the lessor, provided that the lessee advises the lessor of the extension 24 hours before the expiry of the agreed rental period.

X.2. The lessee is obliged to return the vehicle to the lessor at the end of the agreed rental period, at the agreed location, during normal business hours (8:00 – 18:00).

X.3. In the event of any breach of the obligation to return the vehicle and there is more than one lessee, the lessees shall be jointly and severally liable. The respectively applicable rental charges shall be charged up until the date when the vehicle is returned.

X.4. If the lessee does not return the vehicle to the lessor after expiry of the agreed rental period, even if he is not at fault, the lessor shall be entitled to demand payment for use of the vehicle for the period exceeding the contractual term, at the rental rate previously agreed.

X.5. The parties shall be entitled to terminate the rental contracts in accordance with the statutory provisions the lessor may terminate the rental contract without notice if the lessee is in arrears with payment by more than seven days from the due date, if his/her financial situation deteriorates considerably or if other serious grounds arise. Such grounds shall be deemed to include, in particular:

- uncovered bank debits / checks,
- enforcement measures aimed against the lessee,
- lack of care of the vehicle,
- improper and illegal use,
- disregard of the regulations governing the use of motor vehicles for road haulage,

If the lessor terminates a rental contract, the lessee shall be obliged to surrender the vehicle, together with all vehicle documents, all accessories and all vehicle keys, immediately to the lessor.

#### **XI: Lessor's direct debit authorization**

The lessee irrevocably authorizes the lessor to debit all car rental costs and all other claims in connection with the rental contract from his credit card presented at the time when the rental contract is concluded, specified in the rental contract or from the credit card subsequently presented or additionally specified by the lessee.

#### **XII: Privacy Policy**

XII.1. The following personal data relating to the lessee may be electronically processed, stored, and transmitted and used (also for advertising purposes except outstanding claims) by the lessor:

- name, address, e-mail address, fax number, telephone number, mobile phone number and lessee's date of birth, particulars of driver's license, customer numbers
- outstanding claims which the lessor has against the lessee

Subjective value judgments, personal income details and details of financial circumstances shall not be retained or stored.

XII.2. The personal data specified under XII.1., may be disclosed to the following persons, authorities or companies:

- credit card companies
- legal practices
- cooperating transport companies and travel agencies
- all companies affiliated with Passo Turismo GmbH

Under the Federal Data Protection Act (Bundesdatenschutzgesetz), data may be passed on only if so required, in order to protect legitimate interests of the lessor, of the persons and companies specified in XII.2. or of the general public, and if the lessee's interests worthy of protection are not thereby interfered with.

This is particularly the case if:

- the information supplied when renting the vehicle is incorrect
- the vehicle rented is not returned within 24 hours after the rental period, or extended rental period as the case may be.
- payment tendered by the lessee such as checks, bills of exchange, direct debit payments, or credit cards, are not honored or are disputed, or car rental invoices are not paid.
- the rented vehicle is stolen or damaged.

#### **XIII: General Provisions**

XIII.1. In the event of any dispute regarding the interpretation of the rental contract, the German language version of these terms and conditions shall be the authoritative version and German law shall apply.

XIII.2. Only undisputed claims of the lessee or of an authorized driver, or claims of the lessee or of an authorized driver, which have become final and absolute, may be set off against claims of the lessor.

XIII.3. All rights and obligations arising out of his agreement shall survive for the benefit of and against the authorized driver.

XIII.4. If and insofar as no provisions are contained in this agreement, the regulations of the Insurance Contracts Act (Versicherungsvertragsgesetz ("VVG")) and the regulations of the General Conditions for Motor Vehicle Insurance (AKB 95) shall apply mutatis mutandis. This also applies to any ambiguities arising out of this agreement.

#### **XIV: Place of jurisdiction, written form**

XIV.1. There will be no verbal side agreements. Any amendments to agreements must be made in writing.

XIV.2. The lessee may only serve Passo Turismo at its legal seat and headquarters.

XIV.3. The place of jurisdiction shall be Munich.

Passo Turismo GmbH  
Amtsgericht München HRB 181855  
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Managing Director: Lars Eise  
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