

# General Terms and Conditions of for central and decentral long-term rental and the Business Abo

The following General Terms and Conditions of Rental (hereinafter: AVB) apply to rental contracts for **central long-term rental**, **decentral long-term rental** and the **Business Abo** of Euromobil GmbH (hereinafter: Lessor) with its rental customers (hereinafter: "Lessee"). Euromobil GmbH provides rental services under the trade name "Volkswagen Financial Services AG".

## I. Definitions

### 1. Central long-term rental

**Central long-term rental** services are provided exclusively upon advance payment by the Lessee. The contract is concluded exclusively via the online long-term rental order form as per Section II No. 1 c)

i. of these AVB. Contract processing is performed via the central email address: [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).

### 2. Decentral long-term rental

**Decentral long-term rental** services can be provided upon advance payment or retrospective payment by the Lessee. Contract conclusion is only possible according to the provisions as per Section II No. 1 c) i. of these AVB. Contract processing is performed via the respective regional email addresses or via the responsible local sales representative.

### 3. Business Abo

An up-to-date list of rental vehicle models bookable in the **Business Abo** can be found at <https://autovermietung.vwfs.de/geschaeftskunden/business-abo.html>. The bookable vehicle models are subject to current availability from the Lessor. **Business Abo** rentals are provided exclusively upon advance payment by the Lessee. Contract conclusion is performed exclusively via the online Business Abo order forms as per Section II No. 1 c) iii. of these AVB.

## II. Conclusion of contract, cancellation and rental object

### 1. Conclusion of contract

- a) Central, decentral and Business Abo Lessees may only be business people as per Section 14 of the German Civil Code (BGB).
- b) The representations and advertisements of vehicles on the Lessor's online presence do not constitute binding offers as per Section 145 BGB. They serve to enable the submission of a binding offer by the Lessee.
- c) A rental contract is concluded between the Lessor and the Lessee following a price quote and acceptance thereof.
  - i. The following shall apply to central long-term rental services: The Lessee shall submit a binding offer to conclude a rental contract (binding order) using the long-term rental order form provided on the website (<https://www.langzeitmiete.vwfs.de/langzeitmiete-bestellung>).
  - ii. The following shall apply to decentral long-term rental services:
    - (1) The Lessee shall submit a request to the Lessor via phone or email. Depending on the desired rental region, this request shall be sent via email to:
      - [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
      - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
      - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
      - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)
      - [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
      - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)

In individual cases, the Lessee may also submit their request via email to their local sales representative insofar as the Lessee already has one.

After receipt of the request, the Lessor shall send an offer and an order form to the Lessee via email. Upon return of the order form by the Lessee, the Lessor shall check the availability of the requested vehicle(s). Depending on availability, the Lessor shall offer the Lessee vehicles of the requested vehicle class or vehicle model, or shall provide them with an alternative offer. The contract is concluded if the Lessee accepts an offer made by the Lessor via email to the email addresses listed under Section II No. 1 c) ii. The Lessor shall confirm conclusion of contract to the Lessee in the order confirmation.

- (2) Further contract processing shall then also be performed via the respective regional email address depending on the requested rental region.

Alternatively, further contract processing can be performed via the Lessee's local sales representative's email address insofar as the Lessee already has it.

The Lessee shall be duly informed of the further contract processing procedure and regional allocation of their rental station at the rental station itself.

- iii. The following shall apply to **Business Abo** rental services: The Lessee shall submit a binding offer to conclude a rental contract (binding order) using the respective vehicle-specific business subscription order form via the website

<https://autovermietung.vwfs.de/geschaeftskunden/business-abo.html>.

- d) The Lessee is bound by their binding order as per Section II No. 1 c) ii. Of these AVB for two weeks, during which the Lessor can accept the offer.
- i. The following shall further apply for **central** and **decentral long-term rental** services: Insofar as the Lessee selects a delivery date which is more than two (2) weeks in the future upon submitting their binding **central** or **decentral long-term rental** order, contrary to Section II No. 1 c) iv. Of these AVB, they shall be fundamentally bound by their order until their selected delivery date.
- ii. The following shall further apply to **Business Abo** rental services: The Lessee can order the rental vehicle a maximum of thirty (30) days in advance.
- e) The rental agreement begins as per the contractually agreed rental begin.
- f) The rental contract shall expire upon reaching the agreed end of rental.
- i. The following shall further apply for **central** and **decentral long-term rental** services: The rental contract shall expire at the earliest upon expiry of the agreed minimum contract term. Irrespective of the fixed minimum contract term or any extensions, the rental contract shall expire at the latest after three hundred and sixty-five (365) days. A tacit extension beyond such term, in particular as per Section 545 BGB, is hereby expressly objected to.
- ii. The following shall further apply to **Business Abo** rental services: The rental contract shall automatically terminate upon expiry of the fixed contract term and shall not be extended.

## 2. Cancellation

- a) The Lessee can unilaterally cancel the rental contract up to one day prior to the start of the earliest possible agreed delivery day of the delivery window via email, whereby cancellation fees may be incurred.
- i) For **central long-term rental** services, the email notification shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
- ii. For **decentral long-term rental** services, the email notification shall be sent to the respective regional email address:
- [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
  - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
  - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
  - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)
  - [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
  - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)

- iii. For **Business Abo** rental services, the email notification shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
- b) The cancellation fees can be found in the respective valid version of the long-term rental/Business Abo price list at the time of cancellation (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>).
- c) The Lessee's right is reserved to prove that there were no or only minor additional expenses. In this respect, the Lessor is not obliged to render information/proof to the Lessee. The Lessor's right is reserved to claim a higher compensation.

### 3. Rental object

- a) For **central** or **decentral long-term rental** services, the Lessee selects a specific vehicle model during their binding order. The rental object shall be said vehicle model insofar as it is actually available from the Lessor. In case of unavailability, the Lessor shall agree on an alternative vehicle model with the Lessee at alternative conditions. Should this not be successful, the Lessee is entitled to cancel the rental contract.
- b) For **Business Abo** rental services, the Lessee selects a specific vehicle model during their binding order. The rental object shall be a rental vehicle of the specifically selected vehicle model.
- c) For **central** or **decentral long-term rental** services, the permitted number of rented vehicles per Lessee is not limited to one (1) vehicle, but rather is determined by the Lessee's creditworthiness. The Lessee may order a maximum of five (5) vehicles as part of the **Business Abo** rental services.

## III. Rental term, rental interest, deposit

### 1. Rental term

- a) For **central** or **decentral long-term rental** services, the rental contract is concluded for a fixed minimum contract term of thirty (30) days. Insofar as the vehicle is used for less than the minimum 30-day rental term, the Lessee shall nevertheless owe the minimum contract term fee unless the Lessor is liable for the failure to comply with the minimum rental term. Upon expiry of the minimum contract term, the rental contract shall be extended for a further thirty (30) days if neither party terminates the contract beforehand as per Section XVII of these AVB.
- b) For **Business Abo** rental services, the rental contract is concluded for a fixed, non-extendible contract term. The rental contract shall automatically terminate upon expiry of the fixed contract term.

### 2. Rental interest

- a) The rental interest (plus any agreed charges such as accessories, transfers, deposits etc.) plus value added tax as legally applicable shall be calculated according to the rate agreed in the rental contract. Additional costs can be incurred for special services. Special services are to be understood in particular as costs for filling up fuel, costs for charging, service fees, processing fees, and the remuneration of excess mileage. The prices and the further additional services can be found in the respective valid price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>). Any special prices and price discounts are only applicable in case of prompt payment.
- b) The calculation of the rental price begins at the contractually agreed commencement of the rental agreement and ends upon the contractually agreed end of the rental term. Refunds shall not be paid in the event of later collection or earlier return of the vehicle.
- c) No full or partial refunds of the rental interest due to mileage below the contractually agreed or included mileage (reduced mileage) shall be paid.

### 3. Deposit

- a) The following shall further apply for **central long-term** or **Business Abo** rental services: The Lessor is fundamentally entitled to request a deposit until transfer of the vehicle. The deposit shall be at least to the sum of one (1) monthly rental fee and a maximum of three (3) monthly rental fees. The sum of the deposit to be paid depends on the Lessee's creditworthiness.

- b) The following shall apply to **decentral long-term rental** services: Upon handover of the rented vehicle, the Lessee shall pay a one-off deposit to the sum of one and half times (1.5) the monthly rental interest by credit card. Upon return of the vehicle, final invoicing shall be performed by SEPA direct debit or credit card. Where the Lessee selects invoicing by credit card, all outstanding rental days, additional mileage, any damages and other incurred costs according to the respective valid long-term rental/Business Abo price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>), including those occasioned by failure to duly return the vehicle, shall be offset against the previously paid deposit. Remaining credit shall subsequently be credited to the Lessee's credit card. Where the Lessee is obliged to make advance payment, the Lessor is entitled to request payment of a deposit amounting to twice (2x) the payable monthly fee until transfer of the vehicle.

## IV. Payment methods

### 1. Invoicing and due date

- a) The Lessee consents to the Lessor being able to provide the invoice in digital form and send it to the invoice recipient stated by the Lessee. In this event, the Lessee already consents to no longer receiving a paper invoice and to the Lessor sending a digital invoice which conforms with the legal requirements to the saved email address. The Lessee may revoke their consent to invoices being sent in this form at any time. In such event, the Lessor shall send a paper invoice to the Lessee.
- b) The Lessee is responsible for ensuring that the Lessor's digital invoices can be received. The Lessee is liable for any malfunctions on their receiving device or any other circumstances which prevent delivery (incorrect email address, full inbox, etc.). An invoice is deemed to have been received by the Lessee as soon as they have become aware of it or could have become aware of it under normal circumstances. The Lessee is obliged to also regularly check their junk mail inbox. Insofar as the Lessor only sends a notification and the Lessee can retrieve the invoice themselves or the Lessor provides access to the invoice, the invoice is deemed to have been received once the Lessee has retrieved it. The Lessee is obliged to retrieve provided invoices at appropriate intervals.
- c) The Lessee shall immediately inform the Lessor if they have not received the invoice within thirty (30) days after returning the vehicle. If the invoice cannot be re-sent via email, the Lessor shall send a paper copy of the invoice and shall indicate that it is a copy.
- d) The rental fee shall be invoiced monthly.
- i. The following shall apply to **central long-term rental** services: The agreed rental price shall be invoiced monthly and is payable in advance on the 1<sup>st</sup> of each month - on the day of acceptance of the vehicle in the first month of rental. Final invoicing for the rental term until date of return shall be performed following return of the vehicle. Payment shall be made by SEPA direct debit or by invoice. Upon return of the vehicle, final invoicing shall be performed by SEPA direct debit.
  - ii. The following shall apply to **decentral long-term rental** services: The agreed rental price shall be invoiced monthly and is payable after thirty (30) days. Final invoicing for the rental term until date of return shall be performed following return of the vehicle. Payment shall be made by SEPA direct debit, by invoice, or by credit card. If the Lessee selects payment by credit card, prior to concluding the contract they shall send a signed copy of the "Consent to saving of credit card details" to the Lessee (respective contact person) via email:
    - [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
    - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
    - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
    - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)
    - [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
    - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)
  - iii. The following shall apply to **Business Abo** rental services: The agreed rental price shall be invoiced monthly and is payable in advance on the 1<sup>st</sup> of each month - on the day of acceptance of the

vehicle in the first month of rental. Final invoicing for the rental term until date of return shall be performed following return of the vehicle. Payment shall be made by SEPA direct debit. Upon return of the vehicle, final invoicing shall be performed by SEPA direct debit.

- e) For “direct debit card” and “credit card” payment, the rental price and the deposit are payable immediately and shall be paid in advance insofar as no other contractual agreements have been made.
- f) All charges that are not payable in advance are payable fourteen (14) days after the issue date of the invoice. The exact date can be found on the invoice.

## 2. Prohibition of set-off and right of lien

The Lessee may only offset against the Lessor's demands if the Lessee's counterclaim is undisputed or a court judgement exists; the Lessee may only exercise a right of lien insofar as it is based on claims arising from this contract.

## 3. Default

- a) In the event that the Lessee defaults on payment, legally applicable default interest is payable. The default interest rate is 9% above the basic interest rate. The Lessee may prove a lower default damage. If the hiring of a debt collection agency becomes necessary in case of default, the Lessee is liable for costs thereby incurred insofar as the Lessee was not identifiably unable or unwilling to make the payment and has not raised any other objections against the payment demand. If the invoice amount has not been paid by the due date, the default interest is payable in addition to the outstanding amount.
- b) Furthermore, the Lessee is also liable for further costs resulting from the payment default. The first payment reminder is free of charge. As of the second payment reminder, the Lessee shall be liable to pay a fixed charge of 2.50 EUR per reminder. The Lessee's right to prove that lower or no additional costs were incurred due to default is reserved.

## V. Transfer and return of vehicle

### 1. Transfer of vehicle

- a) The Lessor shall deliver the vehicle prior to rental begin to a delivery address in Germany (mainland without islands) to be specified by the Lessee in advance. Specifications of delivery address or receiving person can only be changed at the latest up to five (5) days before rental begin. Changes shall be notified to the Lessor in writing to the following email address:
  - i. For **central long-term rental** services, the email notification shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com)
  - ii. For **decentral long-term rental** services, the email notification shall be sent to the respective regional email address:
    - [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
    - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
    - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
    - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)
    - [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
    - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)

Upon prior agreement with the Lessor, instead of delivery by the Lessor, the Lessee can also arrange to collect the vehicle from one of the Lessor's sites within Germany. The provisions as per Section V No. 1 a) - h) apply accordingly for on-site transfer.

  - iii. For **Business Abo** rental services, the email notification shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
- b) A change of delivery address within seventy-two (72) hours prior to the delivery day shall be notified as per Section V No. 1 a) of these AVB and is dependent on approval from the Lessor. In this case, the Lessor shall invoice for expense compensation as per the long-term rental/Business Abo as valid upon receipt of the change of delivery address notification by the Lessor (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>). The Lessee's right is reserved to prove that there were no or only minor additional expenses. In this respect, the Lessor is, however, not obliged to render information/proof to the Lessee. The Lessor's right is reserved to claim higher compensation/damages.

- c) A full record of vehicle transfer shall be drawn up to document transfer of the vehicle from the Lessor to the Lessee.
- d) Furthermore, the following shall apply:
- i. Upon acceptance of the vehicle, the Lessee or a third party authorised to accept the vehicle is obliged to prove their identity to the Lessor or the transporter commissioned by means of a valid photo ID document. Moreover, upon acceptance of the vehicle, the Lessee or a third party authorised to accept the vehicle is obliged to prove that they are in possession of a valid driving license as per Section V No. 1 d) i. - vi. of these AVB, insofar as the Lessee has not concluded a special framework contract with the Lessor which provides for standardised regular verification of the respective drivers' driving license(s).
  - ii. Driving licenses from non-EU/EEA states shall be accepted if there is no visa entered in the passport of the Lessee or the third party authorised to accept the vehicle, or if there is a visa in the passport of the Lessee and they have not yet resided in an EU/EEA state for longer than 6 months at the time of rental. If they have been resident in an EU/EEA state for longer than 6 months, a driving license from an EU/EEA state must be provided. Driving licenses not issued in Latin characters (Arabic, Japanese, Cyrillic etc.) must be provided in combination with an international driving license. For driving licenses from countries which are not signatories to the international driving permit agreement, a certified translation is required in addition to the original driving license.
  - iii. If the Lessee or the third party authorised to accept the vehicle is unable to provide a valid identification document and/or a valid driving license, the Lessor reserves the right not to transfer the vehicle to the Lessee.
  - iv. In case the Lessor has doubts about the identity of the Lessee or the third party authorised to accept the vehicle, about the validity of their driving license or the creditworthiness of the Lessee, the Lessor is entitled to refrain from transferring the vehicle until such a point as the doubts about the identity, driving license and creditworthiness have been clarified by the Lessee to the satisfaction of the Lessor.
  - v. In case of refusal to show a valid original driving license and a valid identification document, the vehicle shall not be handed over. The resulting costs (e.g., "unsuccessful journey" as per the respective valid long-term rental/Business Abo price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>)) are payable by the Lessee.
  - vi. If the Lessee or a third party authorised to accept the vehicle is unable to provide a valid identification document and/or a valid driving license, the Lessor is entitled to withdraw from the concluded rental contract. In that case, the Lessee has no claims resulting from non-fulfilment of contract.
  - vii. The Lessee obliges to immediately inform the Lessor in writing of the imposition of a driving ban and/or seizure of their driving license or that of their drivers during the contract term. In this case, the Lessor reserves the right to withdraw from the rental contract concluded with the Lessee.
- e) The Lessor shall transfer the vehicle to the Lessee in a technically flawless condition.
- f) A full transfer record shall be drawn up by the Lessor to document the transfer of the vehicle by the Lessor to the Lessee or a third party authorised to accept the vehicle.
- g) The Lessee or a third party authorised to accept the vehicle obliges to contribute to the drafting of the full transfer record according to the best of their knowledge and to point out any damages to the vehicles of which they become aware.
- h) If the vehicle cannot be delivered to the Lessee for reasons for which they themselves are responsible or the Lessee does not accept the vehicle at the specified delivery address at the agreed delivery time ("unsuccessful journey"), the Lessee shall be invoiced with a fee for the unsuccessful journey as per the respective valid long-term rental/Business Abo price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>) and with the rental fee payable for the minimum contract term as per Section III No. 2 of these AVB.

## 2. Vehicle return

- a) The Lessee is obliged to return the vehicle upon expiry of the rental agreement.
- b) The Lessee is obliged to return the vehicle subject to the contract to the Lessor on the agreed date and at the agreed location and time. The provisions as per Section V No. 1 b) and c) of these AVB apply accordingly to the return of the vehicle.

- c) If the vehicle was delivered to the Lessee, the Lessor shall collect the vehicle promptly as per the agreed date. In this respect, the Lessee shall notify the Lessor at the latest five (5) working days prior to the end of the contract term of a collection address in Germany (mainland without islands) and a contact person (along with phone number) via email or via the Lessor's online request system.
- i. For **central long-term rental** services, the email notification shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
  - ii. For **decentral long-term rental** services, the email notification shall be sent to the Lessor (respective contact person):
    - [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
    - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
    - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
    - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)
    - [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
    - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)

Upon prior agreement with the Lessor, instead of collection by the Lessor, the Lessee can also arrange to return the vehicle to one of the Lessor's other sites within Germany. The provisions as per Section V No. 2 a) - q) apply accordingly for on-site return.
  - iii. For **Business Abo** rental services, the email notification shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
- d) If contrary to Section V No. 2 of these AVB the Lessee fails to provide the vehicle promptly for collection, the Lessor shall invoice for compensation (unsuccessful journey) as per the respective long-term rental/Business Abo price list as valid at the time of agreed return (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>). The Lessee's right is reserved to prove that there were no or only minor additional expenses. In this respect, the Lessor is not obliged to render information/proof to the Lessee. The Lessor's right is reserved to claim higher compensation/damages.
- e) Voluntary vehicle return by the Lessee prior to expiry of the contractually agreed minimum contract term does not exempt the Lessee from payment of the contractually agreed monthly use fee.
- f) The Lessee shall return the vehicle with all accessories (including any extras and all accessories provided by the manufacturer, in particular charging accessories, charging cables, vehicle tool kits, vehicle log book, service booklet, registration certificate (Part 1), high visibility vests, warning triangle, first-aid box, floor mats, keys, remote controls, spare wheel/tirefit, ashtray, aerial, memory cards, GPS CD or DVD etc.) at the agreed time, to the agreed place, in an orderly fashion in accordance with the contract. This also includes tyres appropriate to the weather conditions to be fitted on the vehicle as per the provisions in Section VIII of the General Terms and Conditions of Rental.
- g) The vehicle is deemed to be in an orderly condition in particular if the vehicle is in a flawless condition, with complete accessories (both specially rented as well as standard accessories provided in the vehicle by the manufacturer, in particular charging accessories, charging cables, vehicle tool kits, vehicle log book, service booklet, registration certificate (Part 1), high visibility vests, warning triangle, first-aid box, floor mats, keys, remote controls, spare wheel/tirefit, ashtray, aerial, memory cards, GPS CD or DVD etc.), with mileage as contractually agreed, in a roadworthy and operable condition without damages, technical or optical flaws, correctly performed maintenance and servicing as per Section XI of these AVB, and a valid MOT certificate. Flaws or damages resulting from normal ageing or contractual wear constitute an orderly condition.
- h) The vehicle shall be inspected by the Lessor or a person authorised to do so on their behalf and any missing parts, mileage, fuel tank levels or charging levels of the drive battery, any damages, soilings, smoke odours etc., insofar as these are obviously discernible, shall be documented in a return report. The right to claim for further damages, soiling etc. not documented in that report remains unaffected.
- i) If the Lessor or a person authorised by them identifies damages to the vehicle upon return which were not present upon transfer of the vehicle to the Lessee and not documented in the transfer report, these damages shall be documented in the return report. The Lessor reserves the right to have the identified damages assessed by an independent expert and invoice the Lessee with the required repair costs as determined in the expert's report.

- j) The Lessee obliges to contribute to the drafting of the full transfer record according to the best of their knowledge and to point out any damages to the vehicles of which they become aware.
- k) Upon vehicle transfer and vehicle return, the vehicle must have at least a remaining range as per the digital dash/onboard computer of eighty (80) km or a drive battery charged to at least fifty (50) % and a totally filled AdBlue® tank (where present). Any additional fuel or battery charge will not be refunded to the Lessee upon return. This also applies in the event of a vehicle class change and/or vehicle exchange as per Section VI of these AVB.
- l) If the vehicle is transferred to the Lessee at a rental station with a full tank or fully charged battery, they shall also return it to the Lessor with a full fuel tank or fully charged battery.
- m) Insofar as the Lessee returns the vehicle without a correspondingly full fuel tank or fully charged battery, upon vehicle return the Lessor shall fill the vehicle to the contractually required level on the Lessee's behalf as per
  - j) of this section. The Lessor shall invoice a price per litre as per the respective valid version of the long-term rental/Business Abo price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>). The Lessee is entitled to prove that no damage was incurred at all or that the damage was significantly lower than the fee invoiced by the Lessor.
- n) The Lessee is liable according to legal provisions if they return the vehicle late. If the rate for the rented vehicle group or the rented vehicle model has increased following conclusion of contract, the Lessee is obliged to pay the increased rental price for the time exceeding the contract term.
- o) If the Lessee fails to return the vehicle or the vehicle key to the rental station by the expiry of the agreed rental term, including if they are not at fault, the Lessor is also entitled to ensure or arrange for the return of the vehicle at the Lessee's expense (recovery). If the vehicle is indeed returned in due time but necessary vehicle documents and/or vehicle keys are returned late, this is also classed as late return. The Lessor is also entitled to recover the vehicle by commissioning a third party (service provider) or initiate judicial or official measures (recovery action, criminal charges, etc.) in order to ensure immediate return of the vehicle.
- p) In the case of recovery of the rental object by the Lessor or a third party, the Lessee shall be liable for all resulting costs incurred including road use fees, unless the Lessee proves that the Lessor incurred no or significantly lower costs and/or damages. Further damage claims are not excluded.
- q) Furthermore, the Lessee is obliged to pay a "recovery lump sum" contractual penalty as per the respective valid version of the long-term rental/Business Abo price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>).

## VI. Vehicle keeper, authorised drivers

### 1. Vehicle keeper

- a) The vehicle is registered to the Lessor.
- b) The Lessor is the keeper of the vehicle.

### 2. Authorised drivers

- a) Authorised drivers are business people as per Section 14 BGB whose fixed business address is in Germany and who use a German bank account to finance the rental contract.
- b) The vehicle may fundamentally only be driven by the Lessee themselves. The Lessee does, however, have the option of naming additional persons as authorised drivers.
- c) The additional persons as per Section VI No. 2 b) of these AVB shall be notified to the Lessor in advance in writing:
  - i. For **central long-term rental** services, the email notification shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
  - ii. For **decentral long-term rental** services, the email notification shall be sent to the Lessor (respective contact person):
    - [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
    - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
    - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
    - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)



- [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
  - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)
- iii. For **Business Abo** rental services, the email notification shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
- d) The Lessee shall oblige all drivers unto whom they entrust the vehicle to comply with the provisions of these AVB and to ensure that they are in possession of a valid driving license. The Lessee shall verify this at regular intervals and confirm and prove this to the Lessor upon request. The Lessee shall bear responsibility for the driver's conduct as if it were their own. All rights and obligations arising from this agreement apply in favour and to the detriment of the authorised driver.
- e) The Lessee shall document which driver uses the vehicle at what time (e.g., logbook, list or similar).
- f) The Lessee shall only allow such persons to use the vehicle as are in a fit state to drive (no alcohol, no drugs, no medical conditions which impair ability to drive, etc.).

## VII. Vehicle use

1. Known damages to the vehicle are specified in the rental contract upon transfer of the vehicle. The Lessee shall carefully inspect the vehicle for further damages prior to commencing use and notify the Lessor immediately.
2. The vehicle shall only be used on public thoroughfares. In particular, the Lessee shall not use the vehicle off-road, for driver training exercises, driving safety training, in connection with motorsport/motor racing or on racetracks, to transport passengers as per the Public Transport Act (PBefG), for courier journeys, or to transport hazardous goods. Furthermore, subletting and any other use not originally intended are also not permitted.
3. Transportation of animals is only permitted for pets and only in appropriate transport containers. The Lessee is liable for any resulting soiling. In the event of soiling, the Lessor shall invoice the Lessee with a cleaning lump sum according to the respective valid long-term rental/Business Abo price list (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>) and/or for repair costs.
4. The Lessor's vehicles are non-smoking vehicles. Smoking and vaping in the vehicle are prohibited. The cleaning costs incurred for any special cleaning of the vehicle as may be required shall be invoiced to the Lessee in the event of a violation (see "cleaning costs" or "ozone treatment" in the long-term rental/Business Abo price list: <https://autovermietung.vwfs.de/footer/agb/preislisten.html>).
5. The transportation of hazardous/toxic substances is prohibited.
6. The Lessee is obliged to treat the vehicle carefully and properly in accordance with the manufacturer's operating instructions - including the prescribed fuel, battery charging and maintenance of the drive battery (in particular not immediately using the vehicle after fully charging and deep discharging the battery) - and in accordance with legal provisions, and to maintain the vehicle in an operational and roadworthy condition (including MOT). Oil and water levels, tyre pressure and other vehicle-specific additives, e.g. AdBlue, shall be checked regularly during the rental term and refilled in accordance with the manufacturer's instructions/vehicle manuals, where categorically required, or as per the gauges in the vehicle. The Lessee is liable for the costs of necessary additive refills (in particular oil, electricity, brake fluid etc.).
7. When charging the vehicle, the Lessee shall strictly adhere to the vehicle instruction manual and the accessories to be used (e.g. charging cable) as well as any instructions on the charging stations regarding the use thereof. The use of charging cables or other accessories that are not certified according to established standards (e.g. CE labelling), are not authorised for use for the respective vehicle or charging station according to the information provided thereon, or are damaged, is prohibited. Should claims be made against the Lessor for improper use of or damage to the charging station, the Lessor shall invoice any such expenses incurred to the Lessee.
8. If the vehicle is delivered with summer or winter tyres, the Lessee is obliged to have the tyres changed according to the season, in consideration of the prevailing climatic conditions, at the cost of the Lessor, by a workshop in Germany authorised by the vehicle manufacturer. Should they fail to fulfil this obligation, they shall be liable for resulting damages (in particular for those which result from failure to take account of climatic conditions). If the vehicle is delivered with all-weather tyres,

the Lessee's obligation to have the tyres changed no longer applies. The Lessee is obliged to regularly check the vehicle's tyres for wear and in particular to check the allowed minimum tread and to notify the Lessor immediately of any damage or wear which occasions a change.

9. The Lessee is not permitted to carry out any technical and/or optical changes, modifications, improvements, tuning, apply stickers to, or repaint, the vehicle without the express written permission of the Lessor. Modifications to the vehicle functions/parts may not be deactivated/removed.
10. Should the Lessee nevertheless have made such modifications, they are obliged to remediate them prior to returning the vehicle without request and in full, and at their own expense. In this respect, they are thus liable to the Lessor for any damages, impairments or reductions in value to the rental object. Should the Lessee fail to fulfil these obligations, the Lessor shall invoice them with the costs incurred for such remediation.
11. The Lessor provides no guarantee for the usability of the vehicle in restricted access and through-passage areas, such as areas with bans on the entry of certain vehicles and/or environmental zones.

## VIII. Change of vehicle and change of the contractually agreed vehicle type

### 1. Change of vehicle

- a) During the contract term, the Lessor is entitled to exchange the vehicle provided to the Lessee in accordance with the rental agreement for another vehicle of the same category and same model as contractually agreed with comparable equipment.
- b) This change of vehicle does not lead to a new minimum contract term.
- c) At the discretion of the Lessor, the exchange vehicle can be an electric vehicle or conventional combustion engine vehicle, irrespective of the drive type of the previously rented vehicle. The Lessor shall endeavour to inform the Lessee of the planned change at least two (2) weeks in advance. The Lessee is obliged to immediately return the vehicle to Germany (mainland without islands) for the exchange. The Lessee shall only not incur additional rental costs if the exchange is carried out in Germany (mainland without islands). A vehicle exchange abroad shall only be performed with the Lessor's prior consent. In this event, the Lessee shall be liable for all costs actually incurred for the vehicle exchange.
- d) The Lessee and Lessor shall agree on the time and place of the vehicle exchange. The Lessee is obliged to return the vehicle used by them to the Lessor at that time. The return of the vehicle shall be performed in the same manner (delivery or collection) as the vehicle was transferred to the Lessee. The provisions as per the aforementioned Section V No. 2 of these AVB otherwise apply for the return of the vehicle.
- e) The Lessor is not entitled to carry out a further change of vehicle until three (3) months have passed since a previous change of vehicle.

### 2. Change of the contractually agreed vehicle type for central or decentral long-term rental services

- a) The Lessee can request a change of the contractually agreed vehicle type via email up to seventy-two (72) hours prior to the beginning of the earliest possible delivery window.
  - i. For **central long-term rental** rental services, the email request shall be sent to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
  - ii. For **decentral long-term rental** services, the email request shall be sent to the Lessor (respective contact person):
    - [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
    - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
    - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
    - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)
    - [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
    - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)
- b) The vehicle type shall only be changed with the express consent of the Lessor.
- c) Insofar as the change of vehicle type is made less than five working days before the contractually agreed delivery date, the Lessee is obliged to pay compensation as per an incremental rates list. The amount

can be found in the respective valid version of the long-term rental/Business Abo price list at the time of cancellation (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>).

- d) The Lessee's right is reserved to prove that there were no or only minor additional expenses. In this respect, the Lessor is not obliged to render information/proof to the Lessee. The Lessor's right is reserved to claim a higher compensation.

## IX. Travel abroad

1. The Lessee is entitled to use the vehicle in those European countries as listed and not struck through on the international insurance card. The international insurance card can be found in the vehicle. Should it not be present, it is possible to request the international insurance card via email. The Lessor's prior consent must be requested for the use of the vehicle in all other countries.
  - a) For **central long-term rental** services, the international insurance card request and the enquiry concerning use of the vehicle in non-listed countries shall be made via email to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
  - b) For **decentral long-term rental** services, the international insurance card request and the enquiry concerning use of the vehicle in non-listed countries shall be made via email to the Lessor (respective contact person):
    - [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
    - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
    - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
    - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)
    - [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
    - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)
  - c) For **Business Abo** rental services, the international insurance card request and the enquiry concerning use of the vehicle in non-listed countries shall be made via email to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
2. In the event of a violation of the conditions for travel abroad, all insurances and contractual liability reductions shall lose their validity.
3. The Lessee is obliged to inform themselves of differing legal regulations regarding use and permitted operating durations of vehicles and to check the validity of the international insurance card (green card) before embarking on travel to other European countries. Any additionally required safety accessories (e.g., sufficient high visibility vests) shall be procured by the Lessee at their own cost and transported in the vehicle.
4. The third-party insurance cover complies with the legally prescribed insurance cover in the respective country, however at least the cover as agreed upon in the contract. Furthermore, use of the vehicle abroad is limited to 180 consecutive days. Export/import documents must be retained in any case.
5. In the event of repairs, the Lessee shall take the vehicle to a repair workshop previously approved by or agreed upon with the Lessor (e.g. authorised workshop). Following approval of repairs by the Lessor, the vehicle shall be repaired on behalf of and invoiced to the Lessor insofar as the Lessee is not liable for those costs. Insofar as the foreign workshop shall only release the repaired vehicle against payment of the repair costs, the Lessee shall initially bear those costs themselves.
6. The Lessor is entitled to initially disburse fines at their own cost in case of fines levied abroad. The Lessee shall reimburse the expenses to the Lessor immediately upon receipt of an invoice. Section X of these AVB applies accordingly.

## X. Conduct in the event of damages, theft and statute of limitation for claims

1. In the event of a breakdown, an accident, or a similar situation, the Lessee is obliged to immediately contact the emergency hotline on +49 4282 789 9410. The emergency service shall then take all necessary measures upon arrival at the scene

in order to enable further travel and to recover the vehicle. The Lessee shall cooperate in ensuring a smooth procedure.

2. Each claim (in particular accidents, fire, vandalism, wild animal damage, theft, natural hazard damages or other damages) shall be notified to the Lessor immediately after occurrence in writing via email to [schaden@vwfs-rac.com](mailto:schaden@vwfs-rac.com). The Lessee is obliged to fill out the claim form provided to them by the Lessor in its entirety and return it signed to the Lessor. In the event that the Lessee fails to fulfil this obligation in part or entirely, they become liable to the Lessor for the damages which result from the fact that the Lessor's claims for damages cannot or can only partially be asserted due to the insufficient documentation provided by the Lessee.
3. The police shall be called in the event of any accident, theft, fire, natural hazard damage or wild animal damage and it must be ensured that the matter, possible injuries of those involved in an accident, and the material damages be recorded by the police. Evidence (incl. witnesses) must be secured and the names and addresses of those involved noted. The Lessee shall ensure that the cause of the damage and the circumstances of the accident are properly clarified.
4. The Lessee is prohibited from admitting fault or pre-empting the adjustment of potential liability claims by making payments or acting in any other way which constitutes an admission of liability and/or fault. If and insofar as the Lessee makes an admission of fault to their detriment, they shall be liable for the resulting legal consequences (e.g., compensation for fault for an accident assumed by the Lessee).
5. The Lessee may only have repairs carried out on the rental vehicle with the express prior consent of the Lessor by a workshop approved by the manufacturer.

## **XI. Tolls, fines and other fees**

1. The Lessee is liable for all costs in conjunction with fees levied for the use of thoroughfares subject to charges (in particular any tolls according to the Federal Trunk Road Toll Act) and shall themselves fulfil all obligations to cooperate in connection with the levying of fees. The Lessee is liable for all fees, charges, fines (such as due to administrative offences) and penalties incurred in conjunction with the use of the vehicle as are claimed against the Lessor, with the exception of road tax and radio licence fees.
2. Insofar as claims are raised by third parties (authorities, private companies) against the Lessor for non-payment or late payment of public-law fees, charges, duties, taxes, penalties, fines, costs and/or private-law use and parking charges, contractual penalties, towing costs etc., the Lessee is obliged to exempt the Lessor therefrom upon their first request made in writing and to reimburse the Lessor for any incurred outlays and necessary expenses upon first written request.
3. A fixed handling fee of twenty five (25.00) Euro (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>) is payable by the Lessee as compensation for the administrative effort incurred by the Lessor for the processing of enquiries from prosecution authorities or other third parties for the investigation of administrative offences, criminal offences, or disruptions committed during the rental term. This fixed handling fee is payable for each such aforementioned enquiry. It is at the discretion of the Lessor as to whether the Lessee's credit card is charged or an invoice issued to the Lessee, unless the Lessee can prove that the Lessor incurred no or significantly less effort and/or damage. The Lessor's right is reserved to claim for further damages.

## **XII. Insurances**

The insurance cover for the rented vehicles extends to a third-party policy with a maximum cover for personal injuries and material damages of one hundred (100) million Euro. The maximum cover per injured person is fifteen (15) million Euro and is restricted to domestic travel and travel in those countries as stipulated under Section IX No. 1 of these AVB.

## **XIII. Lessee's liability, liability reduction and passenger insurance**

### **1. Lessee's liability**

- a) During the rental term, the Lessee is liable to the Lessor for all damages to the vehicle (in particular accidents, wild animal damage or breakdowns, damages resulting from improper treatment or damages resulting in loss of value) which exceed normal wear and tear during the rental term insofar as the Lessee or respective driver is responsible. The Lessee is also liable for the loss (including disappearance and confiscation) of the vehicle and for all breaches of duty as per the contract insofar as the Lessee or respective driver is responsible. Improper treatment is constituted in particular if the vehicle is treated/operated contrary to the manufacturer's operating instructions.
- b) The Lessee's liability also extends to collateral damages, consequential damages, ancillary costs, and necessary expenses. They can include assessors' fees, towing costs, and lost rental income.
- c) The Lessee is fully liable for intentionally or negligently caused tyre damage. The Lessee is also liable for excessive tyre wear. Excessive tyre wear can, for example, result from street racing, smoking tyres, drifting, or similar use or signs of overstress.
- d) The Lessee's liability also extends to damages, consequential costs or expenses which arise from the Lessee failing to heed the vehicle's warning and control lights. The Lessee shall familiarise themselves with the vehicle's warning and control lights and their respective meaning prior to travel.

### **2. Liability reduction**

- a) Upon conclusion of contract, the Lessee has the option of concluding vehicle insurance with reduced liability. In this case, the vehicle insurance cover comprises fully comprehensive and third-party fire and theft insurance. The liability reduction is applicable depending on the category (3<sup>rd</sup> party or fully comprehensive) in the event of a claim.
  - i. The 3<sup>rd</sup> party cover includes:
    - (1) Broken glass damages
    - (2) Fire and explosions
    - (3) Misappropriation due to theft and robbery
    - (4) Natural hazard damages (storm, hail, lightning, avalanche, flood, mudflows, landslide)
    - (5) Collision with animals
    - (6) Short circuit damages to cabling
    - (7) Animal bites incl. consequential damages
    - (8) Ferry transportation
  - ii. The fully comprehensive cover includes:
    - (1) All 3<sup>rd</sup> party damages
    - (2) Accident damages (including own fault)
    - (3) Wilful or malicious damages by unknown persons (vandalism)
- b) The liability reduction is agreed upon conclusion of contract. Where liability reduction is agreed, it shall be stipulated in the respective individual rental contract together with the agreed excess sum.
- c) The liability reduction is calculated separately for each claim.
- d) Upon agreement of a liability reduction, the Lessee shall only be liable for the contractually agreed liability reduction sum per claim. Brake damage, breakdown and simple breakages do not, however, qualify as accident damages and are not insured. The liability reduction therefore particularly does not apply to damages caused by improper treatment and/or operation of the vehicle, for instance due to improper gearshifting, filling with the wrong fuel, incorrect charging or treatment of the drive battery contrary to the manufacturer's specifications, or unsecured/incorrect loads. This also applies to tyre damage resulting from improper driving.
- e) Upon conclusion of a liability reduction, the Lessee is liable in full for all damages resulting from the use of the vehicle by an unauthorised driver and/or from the use of the vehicle for prohibited purposes and/or in prohibited locations. This does not apply if a third party gains access to the vehicle against or without the will of the Lessee and the Lessee had taken all reasonable security measures (e.g., locking the vehicle upon leaving it, windows closed. etc.). In the event that the Lessee fails to stop after an accident or breaches their obligations as per Section VII of these AVB, they are also fully liable, unless

the breach has no influence on the determination of the damage claim. The Lessee has full liability in the event of a breach of a contractual obligation if they intentionally caused the damage. If the damage is a result of the Lessee's gross negligence, they shall be liable in accordance with the severity of their fault. The Lessee's right is reserved to prove that no or lesser damages are incurred or that they had a lesser degree of fault.

- f) Liability reduction terminates upon expiry of the contract term. The Lessee therefore bears unrestricted liability for all damages which occur after expiration of the contract term, irrespective of their obligation to pay rental fees.
- g) The aforementioned also applies to the Lessee's agents and other users to whom use of the vehicle can be attributed.

### **3. Passenger accident insurance**

The Lessee can conclude passenger accident insurance for the driver with cover of twenty-six thousand (26,000.00) EUR in the event of death and cover of fifty two thousand (52,000.00) EUR in the event of invalidity.

## **XIV. Lessor's liability and liability limitation**

1. Strict liability for initial defects of the rental object in accordance with § 536a Para. 1.1
  1. BGB is excluded. The Lessor bears full liability for intentional and grossly negligent conduct. The Lessor is only liable for slight negligence insofar as significant contractual obligations (obligations which must be fulfilled for the contract to be properly implemented whatsoever and in which the Lessee regularly has and can have faith in) are breached.
  2. In the case of slight negligence, the Lessor's liability is limited to contractually-typical and foreseeable claims. The aforementioned limitations and exemptions do not apply insofar as the Lessor has maliciously failed to disclose a defect, for a legally prescribed liability of the Lessor irrespective of fault, or for liability of a contractually assumed guarantee irrespective of fault, or for claims resulting from injury to life, limb or health.
3. This liability restriction also applies to the Lessor's agents.

## **XV. Maintenance, wear and repairs, UVV inspection, service and emissions inspection**

1. The Lessor shall cover the costs of maintenance and wear repairs, UVV (accident prevention regulation) inspections, and service and emissions inspections. Excepted from this are the costs for vehicle care, replacement or refilling of additives (e.g. AdBlue®), in particular brake fluid outside of the service intervals stipulated by the manufacturer, fuels, actuating current, glass and paint damages and damages to superstructures or special fittings, as well as consequential damages. Special fittings are additional fittings which were not provided by the vehicle manufacturer or dealer or which are not supplied as part of the rental contract.
2. Insofar as repairs become necessary to maintain the operational safety and roadworthiness of the vehicle or prescribed servicing/MOT, UVV inspection or service and emissions inspections are due during the rental term, such repair and maintenance/inspection work may only be commissioned by the Lessee with a workshop in Germany approved by the manufacturer (e.g., authorised workshop) if the Lessor has given express prior consent. Once approved by the Lessor, the vehicle shall be repaired on behalf of and invoiced to the Lessor.
3. Where vehicles with AdBlue® tanks are rented, the Lessee shall ensure that the AdBlue® tank is always sufficiently filled.
4. The Lessee shall ensure that the vehicle is professionally inspected to be in a roadworthy condition at least once a year as per BGV D 29 § 57.
5. The Lessee shall ensure that a workshop authorised by the manufacturer is commissioned to carry out the work in due time and is otherwise liable for any claims resulting from the delay (e.g. fines). However, the Lessee is not liable for delays in the performance of the work for which they are not responsible.
6. In the event that the rental vehicle is not available to the Lessee due to wear repairs for which the Lessor

is liable or due to the repair of damages for which the Lessee is proven to not be at fault, the Lessee shall be provided with a replacement vehicle of at least the same vehicle class by the Lessor. The replacement vehicle shall be provided within Germany (no islands) without transport costs for the Lessee. The Lessor shall make every effort to provide a replacement vehicle abroad or on the German islands. Should the Lessor be unable to provide a replacement vehicle locally via partner stations, they shall provide a replacement vehicle from Germany. A vehicle exchange abroad shall only be performed with the Lessor's express prior consent. The transport and operation costs for the provision of a replacement vehicle from Germany are payable by the Lessee.

## XVI. Lessee's duty of notification

1. The Lessee is obliged to immediately notify the Lessor of changes to their name, the invoice recipient's address, bank details and any changes to their company's registered address, legal form, business circumstances or contingent liabilities.
2. The Lessor shall invoice the Lessee for compensation for the changes of data as per the long-term rental/Business Abo price list valid at the time of notification (<https://autovermietung.vwfs.de/footer/agb/preislisten.html>).
3. Insofar as the Lessor has provided the Lessee with login details, usernames or passwords in connection with the rental service or conclusion of the rental contract, they shall be protected from unauthorised access and shall be treated with strict confidentiality. The Lessee shall immediately notify the Lessor should they become aware of possible or actual misuse of said data.

## XVII. Termination of the rental contract

### 1. Ordinary termination

- a) Ordinary termination for **central** or **decentral long-term rental** services. Ordinary termination is excluded during the agreed minimum term of the rental contract. Ordinary termination is possible after expiry of the agreed minimum contract term with a termination notice period of five (5) working days.
- b) Ordinary termination for **Business Abo** rental services. Ordinary termination is excluded.

### 2. Exceptional termination

- a) Each contractual partner can terminate the contract for exceptional reasons. The Lessor has a justified right to exceptional termination in particular if
  - i. the Lessee is in default with the payment of the rental fee for two consecutive deadlines or with the payment of a not inconsiderable part of the rental fee; or
  - ii. the Lessee is, in a period which extends beyond two deadlines, in default with the payment of a sum which adds up to the rental fee for two months; or
  - iii. the Lessee infringes the rights of the Lessor to such a considerable extent that the vehicle is at significant risk due to the Lessee neglecting to fulfil their duty of care or by unauthorisedly entrusting the vehicle to a third party (in particular through unauthorised subletting) and continues with this conduct despite warning from the Lessor; a warning is not required if it clearly does not promise any success or immediate termination for exceptional reasons is justified having weighed up mutual interests; or
  - iv. upon conclusion of the contract, the Lessee provides incorrect information or fails to disclose facts and the Lessor cannot be expected to continue the contract; or
  - v. in breach of Section VIII of these AVB, the Lessee does not (immediately) bring the vehicle to Germany and/or does not return the vehicle to the Lessor for exchange; or
  - vi. the Lessee uses the vehicle abroad without the prior consent of the Lessor according to Section IX of these AVB.
    - (1) If the Lessor terminates the contract, the Lessee is obliged to return the vehicle immediately as stipulated under Section V No. 2 of these AVB.
    - (2) Insofar as the termination is occasioned by contractual breaches on the part of the Lessee, they are obliged to compensate for the losses due to the termination.

- (1) If the Lessor terminates without notice, they can demand compensation from the Lessee for the costs incurred by the Lessor due to the premature termination of the contract.

### 3. Form

If a party exercises their right to termination, they shall do so in writing. The Lessee shall send their notice of termination in writing to the following email address:

- a) Termination of a **central long-term rental** contract shall be notified by email to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).
- b) Termination of a **decentral long-term rental** contract shall be notified via email to the Lessor (respective contact person):
  - [LZM-Stuttgart@euromobil.de](mailto:LZM-Stuttgart@euromobil.de)
  - [LZM-Muenchen@euromobil.de](mailto:LZM-Muenchen@euromobil.de)
  - [LZM-Frankfurt@euromobil.de](mailto:LZM-Frankfurt@euromobil.de)
  - [LZM-Hannover@euromobil.de](mailto:LZM-Hannover@euromobil.de)
  - [LZM-Hamburg@euromobil.de](mailto:LZM-Hamburg@euromobil.de)
  - [LZM-Berlin@euromobil.de](mailto:LZM-Berlin@euromobil.de)
- c) Termination of a **Business Abo** rental contract shall be notified via email to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com).

## XVIII. Data protection and data in navigation and mobile and built-in positioning systems (GPS)

1. The Lessor's vehicles are generally fitted with a technology allowing the Lessor to locate the vehicle. The Lessor shall process or commission a third party to process the GPS coordinates and speeds if the Lessee does not return the vehicle within the agreed rental term or uses the vehicle outside the contractually agreed area of use as per Section IX of these AVB as well as in national border regions or port areas. The collection, saving and processing of this data serves solely to protect the Lessor's vehicle fleet and their contractual rights and is performed in accordance with Art. 6 Para. 1 lit. f GDPR. The Lessor hereby indicates that they may be obliged to provide this data in accordance with instructions from governmental agencies.
2. Furthermore, the Lessor's vehicles are generally fitted with a telematics system as standard. In the event of an accident, it automatically sends a previously defined dataset to the emergency number 112 and simultaneously creates an audio connection. The dataset includes the time of the accident, the exact coordinates of the accident location, the direction of travel (important on motorways and in tunnels), the vehicle ID, the service provider ID, and the eCall qualifier (triggered automatically or manually). The optional transfer of data from onboard safety systems such as the severity of the accident and the number of passengers, whether safety belts were fastened and whether the vehicle has overturned is possible. This data is processed in accordance with Art. 6 Para. 1 lit. c GDPR. Further information can be found in the vehicle handbook.
3. The Lessor's vehicles may in individual cases be fitted with information and communications systems as standard, such as navigation devices and mobile phone systems. That is not intended to serve the purpose of collecting the Lessee's or driver's personal data. The Lessee is therefore obliged to reset the vehicle's information and communication system to the factory settings before returning the vehicle at the end of the rental term and thereby delete all personal data from the navigation devices and mobile phone systems. A corresponding instruction manual is provided in the vehicle. Insofar as the Lessee has carried out modifications which were not or cannot be removed by reinstating the factory settings, the Lessee is liable for all costs incurred in the removal and reinstatement of the default factory condition.
4. Information regarding data privacy as per GDPR Article 13 shall be provided to the Lessee in a separate document for direct rental from the rental station or for online reservations at <https://autovermietung.vwfs.de/footer/datenschutz.html#produkt-diensleistungsbezogenedatenschutzhinweise>



## XIX. Other

### 1. Special offers

Special offers can temporarily deviate from the General Terms and Conditions of Rental. Special offers must be made in writing. The conditions are subject to the respective special offer.

### 2. Clause requiring the written form

No oral subagreements shall apply. The initiation of the contract, amendments to the contract, and subagreements must be made in writing. This can be replaced by the electronic form insofar as authenticity and counterfeit protection of the signature are guaranteed. § 305b BGB remains unaffected.

### 3. Place of jurisdiction and applicable law

The parties agree on Hanover as the place of jurisdiction for all legal disputes arising from this contractual relationship insofar as no exclusive place of jurisdiction is justified. Only the laws of the Federal Republic of Germany shall be applicable.

### 4. Severability clause

Should provisions of these AVB be entirely or partially invalid or unenforceable or become invalid or unenforceable, the validity of the remaining provisions of these AVB shall not be affected. The invalid or unenforceable provision shall be substituted by the valid and enforceable regulation which most closely fulfils the economic objective as pursued by the contractual parties with the invalid or unenforceable provision.

Valid 18.10.2023.

Changes and errors reserved.