

## General Terms and Conditions of Rental for the Central Business of Euromobil GmbH (long term rental)

The following conditions (hereinafter: AVB) apply to all rental contracts between Euromobil GmbH (hereinafter: Lessor) and its rental customers (hereinafter: Lessee). Euromobil GmbH is a subsidiary of Volkswagen Financial Services AG and provides rental services under the trade name „Volkswagen Financial Services“.

### I. Conclusion of contract

1. A rental contract is concluded between the Lessor and Lessee following the provision of a quote and the acceptance thereof.
2. The Lessee shall submit a binding offer of conclusion of a rental contract (binding order) with the long term rental order form available at <https://www.langzeitmiete.vwfs.de/langzeitmiete-bestellung>.
3. The Lessee is bound by their binding order for 4 weeks.
4. In the event that the Lessee selects a delivery date that is over 4 weeks away from the date on which they submitted their binding order, contrary to Section I/3 of these AVB they are bound by their order until their selected delivery date.
5. The rental contract is concluded if the Lessor accepts the Lessee's binding order within the deadline as stipulated under Section I/3 or Section I/4 of these AVB.
6. Acceptance does not require any specific form.

### II. Rental object, cancellation

The Lessee selects a specific vehicle model as part of their binding order. The rental object will then be that vehicle model insofar as it is actually available from the Lessor. Where unavailable, the Lessor shall agree with the Lessee on an alternative vehicle model at alternative conditions. If that is unsuccessful, the Lessor is entitled to cancel the contract.

### III. Contract term, contract extension, rental begin and end

1. The rental contract is concluded for a fixed minimum contract term of 30 days.
2. After expiry of the minimum contract term as per Section III/1 of these AVB, the rental contract is extended for a further 30 days if neither of the parties terminates the contract in advance in accordance with Section XX/2 of these AVB.
3. The rental contract expires at the latest after 365 days irrespective of the fixed contract term as per Para. 1 and any extensions as per Para. 2. The Lessor hereby expressly rejects an automatic extension beyond that term, in particular in conjunction with Section 545 of the German Civil Code.
4. The rental contract begins on the day of the agreed transfer of the rental object and ends upon expiry of the day of the correct return of the vehicle as per Section XVIII of these AVB.

### IV. Rental price, payment term and payment methods, prohibition of set-off

1. The rental price along with fees for additional kilometres, each payable plus the legally applicable VAT, shall be invoiced in accordance with the rate as stipulated in the rental contract in conjunction with the respectively valid "Long term rental - Additional Services / Services / Accessories" price list (hereinafter: additional services price list), accessible at [https://autovermietung.vwfs.de/geschaeftskunden/langzeitmiete.html#dienst-\\_und\\_zusatzleistungen](https://autovermietung.vwfs.de/geschaeftskunden/langzeitmiete.html#dienst-_und_zusatzleistungen).
2. The Lessor is entitled to demand a deposit payment until the date of transfer of the vehicle that does not exceed 140 % of the rental fee payable for 90 days.
3. The agreed rental price shall be invoiced monthly and is payable in advance on the 1st of each month - on the day of acceptance of the vehicle in the first month of rental. Final invoicing of the rental term up until the return date shall be performed upon return of the vehicle.
4. 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 failure to comply with the minimum rental term.

5. 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.
6. No reimbursement shall be paid for not having driven as many kilometres as contractually agreed/included.

#### **V. Vehicle delivery, change of delivery address**

1. The Lessor shall deliver the vehicle on the agreed delivery date to a delivery address in Germany (mainland without islands) to be specified by the Lessee in advance. The Lessee is obliged to notify the Lessor of the delivery address and a contact person (along with telephone number on the order form) via email to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com) at least 5 days prior to the start of the rental term.
2. A change of the delivery address within 72 hours prior to delivery shall be made as per Section V/1 of these AVB and requires the Lessor's approval. In this case, the Lessor shall at least invoice for compensation in accordance with the additional services price list as valid on the agreed return date as per item: Unsuccessful journey. The Lessee's right is reserved to prove that there were no or only fewer additional expenses. In this case, the Lessor is not obliged to inform or provide proof to the Lessee. The Lessor's right is reserved to claim higher compensation/damages.

#### **VI. Vehicle acceptance, vehicle condition/protocol, delayed acceptance**

1. Upon acceptance of the vehicle, the Lessee or a third party authorised to accept the vehicle is obliged to provide photo identification to the Lessor or the transporter commissioned by them. Furthermore, the Lessee shall prove upon acceptance of the vehicle that they are in possession of a valid driving licence unless the Lessee has concluded a special framework agreement with the Lessor that provides for a standardised regular verification of the respective drivers' driving permits. The vehicle shall not be handed over in the event that an original valid driving licence and a valid photo identification document cannot be shown. The Lessee is liable for any resulting costs irrespective of fault.
2. A vehicle protocol shall be drafted upon handover. The condition report shall be signed by the Lessee or their authorised representative upon vehicle acceptance.
3. The vehicle is handed over in an optically and technically flawless condition. Insofar as the vehicle is not in such condition, this shall be documented in the condition report as per Section VI/2 of these AVB. The Lessor and Lessee otherwise agree that the vehicle was in an optically and technically flawless condition upon handover.
4. If the Lessee does not take receipt of the vehicle at the designated delivery address on the agreed delivery date, the Lessor can withdraw from the rental contract and/or claim compensation. The Lessor is entitled to claim compensation of at least the incurred transportation costs and the rental fee payable for the minimum contract term as per Section III/1 of these AVB.

#### **VII. Cancellations, change of the contractually agreed vehicle type**

1. The Lessee can unilaterally cancel the rental contract up to 24 hours prior to the agreed begin of the delivery window by email ([langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com)).
2. The Lessee can enquire about a change of the contractually agreed vehicle type up to 72 hours prior to the beginning of the delivery window by email [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com). The change in vehicle type only becomes effective with the Lessor's express consent.
3. Insofar as the cancellation or change of the vehicle type are made less than five working days before the contractually agreed delivery date, the Lessee is obliged to pay tiered compensation for expenses. The amount is invoiced in accordance with the additional services price list as valid at the time of cancellation.
4. The Lessee's right is reserved to prove that there were no or only fewer additional expenses. In this case, the Lessor is not obliged to inform or provide proof to the Lessee. The Lessor's right is reserved to claim a higher compensation.

#### **VIII. Vehicle exchange by the Lessor**

The Lessor is entitled to exchange the vehicle provided for another vehicle of the same type with comparable specifications during the rental term. The replacement vehicle can be an electric or conventional combustion vehicle at the discretion of the Lessor, irrespective of the previously rented vehicle. The Lessor shall make every effort to notify

the Lessee at least 2 weeks prior to the planned exchange. The Lessee is obliged to immediately ensure that the vehicle is in Germany (mainland without islands) for the exchange. The Lessee shall not incur any additional rental costs due to the exchange insofar as the exchange takes place in Germany (mainland without islands). A vehicle exchange abroad shall only take place with the prior consent of the Lessor. In this case, the Lessee is liable to cover all actually incurred costs for the vehicle exchange.

#### **IX. 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 a fee for changing the data as per Section IX/1 of these AVB in accordance with the additional services price list item 'Contract amendment' as valid on the date of notification by the Lessee.

#### **X. Use of the vehicle, changes to the vehicle, release of liability**

1. The vehicle may only be used on public thoroughfares. The Lessee is not permitted to use the vehicle for off-road driving, driver training exercises, driving safety training, in connection with motorsport/motor racing, or for driving on racetracks, to transport passengers as per the Passenger Transport Act (PBefG), courier transport, or for transporting hazardous substances. Furthermore, subletting and any other use not originally intended are also not permitted. The transportation of animals is only permitted for pets and only in corresponding transport containers. 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. Oil and water levels, tyre pressure and other vehicle-specific additives, e.g. AdBlue, shall be checked regularly during the rental term and filled up in accordance with the manufacturer's maintenance instructions/vehicle manual as per the vehicle gauges. The Lessee is liable for the costs of necessary additive refills. Smoking and vaping in the vehicle are strictly prohibited.
2. The Lessee is liable for all costs in conjunction with fees levied for the use of certain thoroughfares (in particular any tolls according to the Federal Trunk Road Toll Act) and shall fulfil all obligations to cooperate in connection with the levying of fees. The Lessee is liable for all fees, charges, fines (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. The Lessor shall charge the Lessee a handling fee for the processing of the aforementioned costs, fees, charges, penalties and fines (administrative offences) in accordance with the additional services price list item 'handling fee for administrative offences' valid at the time of the collection of said costs etc..
3. The Lessee is not permitted to make any changes, modifications, adhesions, paintwork, improvements, tuning etc. to the vehicle without express permission from the Lessor. Likewise, modifications to vehicle functions/parts must not be deactivated/removed. Should the Lessee have nonetheless made such amendments, they shall rectify them at their own cost and without being specifically requested to do so prior to return of the vehicle (also applies in case of vehicle exchange as per Section VIII of these General Terms and Conditions of Rental). They are liable to the Lessor in this respect irrespective of fault for damages, impairments, and loss of value to the rental object. The Lessor shall invoice any costs incurred for said rectification to the Lessee should they fail to fulfil these duties. The Lessee shall release the Lessor from all third party claims, in particular from authorities, in the event of violations of Section X/1 and X/2 of the General Terms and Conditions of Rental.
4. The Lessor provides no guarantee for the ability to use the vehicle in areas with restricted entry and passage, such as areas with prohibited access for certain vehicles and/or environmental zones.
5. The Lessee is obliged to treat the vehicle in accordance with the manufacturer's instructions and to maintain the vehicle in an operational and roadworthy condition, including necessary repairs/MOT etc. as per Section XIV of these AVB.

### **XI. Vehicle keeper, drivers**

1. The vehicle is registered to the Lessor; the Lessor is the registered keeper of the vehicle.
2. Only one person with a valid driving licence as per the applicable legal provisions in the Federal Republic of Germany may be registered as the driver of the rental object. The Lessee is obliged to ensure that all drivers to whom they entrust the vehicle comply with the regulations of these AVB and to verify that they are in possession of a valid driving licence. The Lessee shall verify this at regular intervals and confirm and prove this to the Lessor upon request. Furthermore, the Lessee may only entrust the vehicle to be used by people who are in a fit state to drive (no alcohol, no drugs, no illnesses which impair ability to drive etc.).

### **XII. Travel abroad**

The Lessee is entitled to use the vehicle in those European countries listed on the international insurance card that have not been struck through. The international insurance card can be found in the vehicle. It is possible to request the international insurance card by email to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com) should it not be in the vehicle. The Lessor's prior consent must be requested for the use of the vehicle in all other countries. The Lessee is obliged to inform themselves of differing legal regulations regarding permitted operating durations before embarking on travel to other European countries and to check the validity of the international insurance card (green card). Liability insurance is in accordance with the legally prescribed insurance cover of the respective country, however at least in accordance with the scope agreed upon in the rental contract. Furthermore, national use of the vehicle abroad is limited to 180 days. Export/import documents must be retained in any case. The Lessee is personally liable for the costs of any actions necessary for the defence of such claims. The Lessee shall cover any costs incurred in the settlement of claims abroad. Insofar as the Lessor should be liable for those costs, they shall be reimbursed to the Lessee upon provision of corresponding proof. In the event of repairs, the Lessee shall take the vehicle to a repair workshop previously approved by the Lessor. 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.

### **XIII. Conduct in the event of insurance claims/theft, obligations, statute of limitation**

1. All claims (in particular accidents, fire, vandalism, wild animal damage, theft, and other damages) shall be notified immediately after occurrence by email to [schaden@vwfs-rac.com](mailto:schaden@vwfs-rac.com). The Lessee may only have repairs carried out with the express prior consent of the Lessor by a workshop approved by the manufacturer.
2. The police shall be called in the event of any accident and it must be ensured that the accident, possible injuries of those involved in the 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 and course of events of the damage are properly clarified. The Lessee is prohibited from admitting fault or preempting the adjustment of potential liability claims by making payments or acting in any other way which constitutes an admission of liability and/or fault.
3. Upon the Lessor's request, the Lessee shall fill out the damages form provided 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.
4. Insofar as an accident is recorded by the police, the Lessor's compensation claims against the Lessee shall only apply once Euromobil has had the opportunity to view the investigation file. The limitation period begins at the latest six months after return of the vehicle. Euromobil shall notify the Lessee as to when an investigation file is to be viewed.

### **XIV. Maintenance and wear, repairs, MOT, vehicle servicing as per BGV D29**

1. The Lessor is liable for the costs of maintenance and wear repairs during the rental term. 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. If during the rental term repairs become necessary to maintain the operational safety and roadworthiness of the vehicle or prescribed servicing is due, such repair and maintenance works/servicing may only be commissioned by the Lessee with a workshop approved by the manufacturer, if the Lessor has given express prior consent, or if the estimated costs do not exceed € 100.00. The Lessor shall be provided with an estimate for the repair costs insofar as the Lessee is not liable for the repairs. Once approved by the Lessor, the vehicle shall be repaired on behalf of and invoiced to the Lessor. If the Lessee breaches these duties, they shall be liable for the resulting damages. The Lessee shall ensure that the vehicle is inspected for roadworthiness as per BGV D 29 Section 57 at least once a year by a qualified professional.
3. The Lessee shall ensure that the workshop carrying out the work is commissioned in due time. However, the Lessee is not liable for delays in the performance of the work.
4. In the event that the rental vehicle is not available to the Lessee due to maintenance or wear repairs for which the Lessor is liable or due to the repair of damages, the Lessor shall provide the Lessee with a replacement vehicle as determined by the Lessor for the duration of the repair/maintenance work insofar as available. The Lessee has no claim to an equivalent vehicle type. Replacement vehicles shall only be delivered without additional transport costs within Germany (mainland without islands). Otherwise, the Lessee shall be liable for transport and operating costs incurred. The agreed rental rate shall not be adjusted for the duration of the provision of the replacement vehicle. Should the Lessee avail themselves of a replacement vehicle without the Lessor's prior consent, they have no claim to reimbursement of the corresponding costs by the Lessor.

#### **XV. Lessee's liability**

During the rental term, the Lessee is liable to the Lessor for the loss (including disappearance, theft and confiscation) of the vehicle and for all damages (e.g. accidents or breakdowns, damages resulting from improper treatment or damages resulting in loss of value) which exceed normal wear and tear during the rental term, as well as in particular infringements of Section XX of these AVB, 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. The Lessee shall be liable for damages (e.g. accidents caused by wild animals) at least to the sum of the agreed excess, insofar as no third parties are liable. The Lessee's liability also extends to subsequent damage costs such as: expert's fees, towing charges, value depreciation and lost rental income.

#### **XVI. Liability reduction**

1. The rented vehicle has third party insurance cover of 100 million Euro (max. 15 million Euro per damaged person) that is limited to use within Germany and those countries listed as per Section XII of these AVB, and fully comprehensive insurance (vehicle insurance) for damage to the vehicle.
2. The Lessee has the option of agreeing a reduction of their excess in the event of a fully comprehensive insurance claim (liability reduction) when submitting their binding order. Insofar as an excess is agreed upon, it shall be deducted separately for each claim occurrence. The rental contract stipulates whether, and if so how high, an excess has been agreed upon.
3. Upon agreement of a liability reduction, the Lessee shall only be liable for the contractually agreed excess sum per claim. Brake damage, breakdown and simple breakages do not qualify as accident damages. The liability waiver 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 instruction, or unsecured loads. This also applies to tyre damage resulting from improper driving. The liability reduction loses its validity under the following prerequisites of the provisions according to Section XVI/4 of these AVB.
4. The Lessee is liable - even upon conclusion of a liability reduction - in full for all damages resulting from the use of the vehicle by an unauthorised driver or from the use of the vehicle for prohibited purposes and/or in prohibited places. In the event that the Lessee fails to stop after an accident or breaches their obligations according to Section XIII/2 of these terms and conditions, 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 ob-

ligation 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.

5. The liability reduction expires upon expiry of the rental term. The Lessee therefore bears unrestricted liability for all damages which occur after expiry of the rental term, irrespective of their obligation to pay rental fees. As long and insofar as no other agreements are made in this contract, the provisions of the Insurance Contract Act (VVG) and the provisions of the General Conditions for Motor Insurance (AKB) to which the insurance is subject are respectively applicable.

### **XVII. Lessor's liability**

Strict liability for initial defects of the rental object in accordance with German Civil Code Section 536a Para. 1.1 is excluded. The Lessor is liable for intent and gross negligence and in accordance with the Product Liability Act. The Lessor is liable for slight negligence arising from claims relating to injury to life, limb or health.

The Lessor accepts only restricted liability up to the foreseeable, contractually-typical claim upon entering into the contract for the solely negligent breach of significant rights or obligations arising from the content and the purpose of the contract. (Contractually-typical, foreseeable damages constitute the agreed excess sum per claim.) This liability restriction also applies to the Lessor's agents.

### **XVIII. Vehicle return**

1. The Lessee shall provide the Lessor with a collection address in Germany (mainland without islands) and a contact person (plus telephone number) via email to [langzeitmiete@vwfs-rac.com](mailto:langzeitmiete@vwfs-rac.com) or via the request path on the Lessor's website at the latest 5 working days prior to the end of the rental term (working days only include Monday - Friday).
2. The Lessee shall return the vehicle with the fuel tank, other operating fluids and/or drive battery filled up as per Section XIX, cleaned internally and externally, 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 and at the agreed location (Section XVIII/1 of these terms and conditions), in an orderly fashion in accordance with the contract. Upon return of the vehicle, the vehicle shall be inspected by the Lessor or a person authorised by them and any potentially missing parts, the mileage, the fuel gauge, drive battery charge display, potential damages, soiling and smoke smells shall be documented in a return protocol insofar as such damages, soiling and smoke smells are obviously detectable. The right to claim for damages, soiling and smoke smells as not identified upon return is unaffected.
3. If contrary to Section XVIII/1 of these General Terms and Conditions of Rental the vehicle is not ready for collection, the Lessor shall at least invoice for compensation of expenses incurred in accordance with the additional services price list as valid on the agreed return date as per item: Unsuccessful journey. The Lessee's right is reserved to prove that there were no or only fewer additional expenses. In this case, the Lessor is not obliged to provide any information or proof to the Lessee. The Lessor's right is reserved to claim higher compensation/damages.

### **XIX. Fuel/actuating current**

The vehicle shall be provided to the Lessee with an empty fuel tank, however at least with the minimum fuel level provided by the manufacturer or with a drive battery charged to at least 50 %. In turn, the Lessee shall return the vehicle with an empty fuel tank, however with at least enough fuel for a range of 80 km for combustion engines or with a drive battery charged to at least 50 %, and where applicable with a full AdBlue tank. Any surplus residual fuel or batteries charged to over 50 % shall not be reimbursed/remunerated. Soweit der Mieter das Fahrzeug nicht entsprechend aufgeladen bzw. nicht entsprechend betankt zurückgibt, hat der Mieter eine Entschädigung in Höhe der zum Zeitpunkt der Rückgabe an den Vermieter gültigen Preisliste Zusatzleistungen Position: Kosten Kraftstoff/Antriebsstrom bei Fahrzeugrückgabe zu zahlen.

## **XX. Termination**

1. Ordinary termination of the rental contract is excluded during the minimum contract term as per Section III/1 of these AVB.
2. After expiry of the minimum contract term, the contract can be terminated by the Lessor or Lessee with 5 working days' notice, where working days only include the weekdays Monday - Friday.
3. Each contractual partner can terminate the contract for exceptional reasons. The Lessor has a justified right to exceptional termination in particular if
  - a) 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
  - b) 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
  - c) 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
  - d) 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 in contravention of Section VIII of these AVB, the Lessee fails to (immediately) return the vehicle to Germany and/or hand it over to the Lessor for exchange.
  - e) in contravention of Section VIII of these AVB, the Lessee fails to (immediately) return the vehicle to Germany and/or hand it over to the Lessor for exchange.
4. If the Lessor terminates the contract for exceptional reasons as per Section XX/3 of these AVB, the Lessee is obliged to return the vehicle immediately as stipulated in Section XVIII of these AVB.

## **XXI. Data in navigation and mobile communications systems 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 use as per Section X of these AVB as well as in the vicinity of national borders or in port areas. The processing of this data serves solely to protect the Lessor's vehicle fleet and their contractual rights and is performed in accordance with GDPR Art. 6 Para. 1 lit. f. The Lessor hereby indicates that they may be obliged to provide this data in accordance with instructions from government agencies.
2. Furthermore, the Lessor's vehicles may be 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 GDPR Art. 6 Para. 1 lit. c. Further information can be found in the vehicle handbook.
3. The Lessor's vehicles may be fitted as standard with information and communications systems, 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 made modifications that were not or cannot be removed by restoring the factory settings, the Lessee is liable for all costs incurred for rectifying and restoring the ex works condition.

## **XXII. Place of jurisdiction, applicable law**

German law applies. Place of performance in Braunschweig. If the Lessee is a businessperson and the disputed business relations are ascribed to their business, the place of jurisdiction is Braunschweig. The same applies if the Lessee does not have a general place of jurisdiction in Germany, relocates their domicile or usual place of residence outside of Germany, or their domicile or usual place of residence at the time of filing the action is unknown.

## **XXIII. General Terms and Conditions**

1. All rights and obligations arising from the rental contract apply in favour and to the detriment of the authorised driver.
2. Ancillary agreements, changes and amendments to the rental contracts as well as these General Terms and Conditions of Rental must be made in writing. A waiver of this requirement for the written form must also be declared in writing.
3. Should one of the provisions of these General Terms and Conditions of Rental and/or the rental contract be or become ineffective/null and void, the validity of the remainder of the rental contract shall remain unaffected. The contract parties shall replace the ineffective/null and void provision with a provision which comes as close as possible to the purpose of the ineffective/null and void provision as possible. This also applies to contractual loopholes.

AVB, last updated March 2023