

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: GTCR) apply to all **central long-term rental** contracts, decentral long-term rental, and the **Business Abo** of Euromobil GmbH (hereinafter: Lessor) with its rental customers (hereinafter referred to as "Lessees"). 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 via the online long-term rental order form as per Section II No. 1 c) of these GTCR. Contract processing is performed via the central email address: 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 performed according to the provisions as per Section II No. 1 c) ii. of these GTCR. Contract processing is performed via the respective regional email addresses or via the responsible local sales specialists.

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 exclusively via the online Business Abo order forms as per Section II No. 1 c) iii. of these GTCR.

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) Binding order requiry
 - 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
 - LZM-Muenchen@euromobil.de
 - LZM-Frankfurt@euromobil.de
 - LZM-Hannover@euromobil.de
 - LZM-Hamburg@euromobil.de
 - LZM-Berlin@euromobil.de
 - LZM-West@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 specialist'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 Abo order form via the website <https://autovermietung.vwfs.de/geschaeftskunden/business-abo.html>.

- d) Rental by order form is only possible with a customer number. This is finalised following a positive credit check and can be found on the respective rental contracts and invoices or be notified upon request. It can be used for all subsequent rentals. First-time lessees shall be provided with a temporary customer number by email or phone. This can only be used for first-time rental (binding order enquiry).

- e) The Lessee is bound by their binding order as per Section II No. 1 c) of these GTCR 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, 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.

- f) **Credit check**

A credit check shall be carried out parallel to the order enquiry by an external service provider contracted by the Lessor. In the case of insufficient creditworthiness of the Lessee, the Lessor reserves the right to reject conclusion of contract or subject conclusion of contract to certain provisions. The decision regarding sufficient creditworthiness is at the discretion of the Lessor. The Lessor reserves the right to perform a credit check of the contract partner of the individual rental contract on a yearly basis, in case of doubts also at irregular intervals.

- g) **Conclusion of contract**

Following receipt of the binding order enquiry and sending of the automatic confirmation of receipt, the Lessor shall check vehicle model availability. The Lessor shall accept the Lessee's binding order enquiry (offer) following positive verification of availability by sending the rental contract to the partner's or Lessee's respective customer email address. The rental contract enters into force upon sending of the rental contract. The rental contract does not require a signature. Should the requested vehicle model not be available following availability checks, various options shall be offered to the Lessee: A comparable, available alternative model is offered by email. The customer must accept by email. The rental contract shall subsequently be sent. No rental contract shall be concluded should the customer not agree to an alternative vehicle model.

- h) 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.

- ii. For **decentral long-term rental** services, the email notification shall be sent to the respective regional email address:

- LZM-Stuttgart@euromobil.de
- LZM-Muenchen@euromobil.de
- LZM-Frankfurt@euromobil.de
- LZM-Hannover@euromobil.de
- LZM-Hamburg@euromobil.de
- LZM-Berlin@euromobil.de
- LZM-West@euromobil.de

- iii. For **Business Abo** rental services, the email notification shall be sent to langzeitmiete@vwfs-rac.com.
- i) 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>).
- j) 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.

2. 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.
- 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. For **Business Abo** rental services, the possible number of rental vehicles shall be agreed upon individually with the Lessor. The number of rental vehicles is thereby oriented towards the Lessee's creditworthiness and the availability of vehicles.

III. Rental term, rental interest, deposit

1. Rental term

- a) The rental agreement begins as per the contractually agreed rental begin.
- b) For **central** or **decentral long-term rental** services, the rental contract is concluded for a fixed contract term of thirty (30) days (minimum contract term). 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 GTCR.
- c) 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.
- d) The rental contract shall expire upon reaching the agreed end of rental, or, insofar as contractually possible, upon termination by one of the contractual parties.
- 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. 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 interest 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 in this case 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 transfer of the rented vehicle, the Lessor may request that the Lessee pays a one-off deposit of one-and-a-half times (1.5) the monthly rental price 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 agrees to the Lessor sending them an "other" invoice according to legal provisions and legal transitional rules in electronic format (PDF) to their saved email address. It is not currently possible to send the invoice as an "e-invoice".
- 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 price shall be invoiced monthly.
- 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 1st 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 can be made by SEPA direct debit or by invoice. Upon return of the vehicle, final invoicing can be performed by SEPA direct debit or credit card.
 - The following shall apply to decentral long-term rental services: The agreed rental price shall be invoiced monthly and is payable after thirty (30) rental days. Final invoicing for the rental term until date of return shall be performed following return of the vehicle. Payment can 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
 - LZM-Muenchen@euromobil.de
 - LZM-Frankfurt@euromobil.de
 - LZM-Hannover@euromobil.de
 - LZM-Hamburg@euromobil.de
 - LZM-Berlin@euromobil.de
 - LZM-West@euromobil.de
 - The following shall apply to Business Abo rental services: The agreed rental price shall be invoiced monthly and is payable in advance on the first (1st) 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 can be made by SEPA direct debit or by invoice. Upon return of the vehicle, final invoicing shall be performed by SEPA direct debit or invoice.

- e) For “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 at an agreed time 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 free of charge fundamentally at the latest up to five (5) working days (Mo-Fr) 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.
 - ii. For **decentral long-term rental** services, the email notification shall be sent to the respective regional email address:
 - LZM-Stuttgart@euromobil.de
 - LZM-Muenchen@euromobil.de
 - LZM-Frankfurt@euromobil.de
 - LZM-Hannover@euromobil.de
 - LZM-Hamburg@euromobil.de
 - LZM-Berlin@euromobil.de
 - LZM-West@euromobil.de
 - iii. For **Business Abo** rental services, the email notification shall be sent to 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 GTCR 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 price list 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 not obliged to render information/proof to the Lessee. The Lessor’s right is reserved to claim higher compensation/damages.
- c) The Lessor shall transfer the vehicle to the Lessee in a technically flawless and clean condition.
- d) Upon vehicle transfer, the vehicle shall be provided with a remaining range as per the digital dash/onboard computer of at least eighty (80) km or a drive battery charged to at least fifty (50)% and a totally filled Ad-Blue® tank (where present).
- e) 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.

- f) 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.
- g) **Furthermore, the following shall apply:**
- i. Upon vehicle transfer, the Lessee is obliged to prove their identity to the Lessor or a commissioned transport company by means of a valid ID document. Furthermore, upon acceptance, the Lessee shall prove that they are in possession of a valid driving permit in the form of a driving license for the rented vehicle type (passenger car, motorcycle, delivery van, HGV etc.) according to Section V No. 1. g) i. - iv. of these GTCR. In the case of driving licenses from non-EU/EEA state, the Lessor reserves the right to make the rental services conditional upon a visa valid beyond the rental term and other conditions. 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.
 - ii. If the Lessee fails to provide a valid identification document and/or valid driving permit upon transfer of the vehicle, the vehicle shall not be transferred to the Lessee. The Lessee is liable for any resulting costs. Moreover, the Lessor reserves the right to withdraw from the concluded rental contract. In that case, the Lessee has no claims resulting from non-fulfilment of contract.
 - iii. In case the Lessor has doubts about the Lessee's identity, the validity of their driving permit, their creditworthiness or the correct authorisation of the third party authorised to rent or accept the vehicle or the validity of their driving license, the Lessor is entitled to refrain from transferring the vehicle until such a point as these doubts have been clarified by the Lessee of the third parties authorised by them to the satisfaction of the Lessor. In that case, the Lessee has no claims resulting from default.
 - iv. The Lessee obliges to immediately inform the Lessor in writing of the imposition of a driving ban and/or seizure of their driving license and/or that of their drivers during the contract term. In case of a driving ban, the Lessor reserves the right to withdraw from the concluded rental contract.
- 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 price payable for the minimum contract term as per Section III No. 2 of these GTCR.

2. Vehicle return

- a) The Lessee is obliged to return the vehicle subject to the contract after expiry of the rental agreement to the Lessor on the agreed date and at the agreed location and time. In particular, the provisions as per Section V No. 1 b) and e) and f) of these GTCR apply accordingly to the return of the vehicle.
- b) The vehicle shall be inspected by the Lessor or a person authorised to do so on their behalf and the current vehicle condition along with any missing parts, mileage, fuel tank levels or charging levels of the drive battery, soiling, smoke odours etc., insofar as these are obviously discernible, shall be documented in accordance with Section V No. 1 e) and f) of these GTCR. The right to claim for further damages, soiling etc. not documented in that report remains unaffected. 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 also 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.
- c) If the vehicle was delivered to the Lessee, the Lessor shall collect the vehicle as per the agreed date. In this respect, the Lessee shall notify the Lessor at the latest five (5) working days (Mo-Fr) 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.
 - ii. For **decentral long-term rental** services, the email notification shall be sent to the Lessor (respective contact person):
 - LZM-Stuttgart@euromobil.de
 - LZM-Muenchen@euromobil.de
 - LZM-Frankfurt@euromobil.de

- LZM-Hannover@euromobil.de
- LZM-Hamburg@euromobil.de
- LZM-Berlin@euromobil.de
- LZM-West@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. All provisions according to this Section except No. 2 d) all to on-site returns.

- iii. For **Business Abo** rental services, the email notification shall be sent to langzeitmiete@vwfs-rac.com.
 - d) If 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 agreed return time (<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.
 - 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 in an orderly condition as per the contract. This also includes tyres appropriate to the weather conditions to be fitted on the vehicle as per the provisions in Section VII No. 9 of these GTCR in particular.
 - 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 (this does not include already listed previous damages), technical or optical flaws, correctly performed maintenance and servicing as per Section XV of these GTCR, and a valid MOT certificate. Flaws or damages resulting from normal ageing or contractual wear constitute an orderly condition.
 - h) 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 VIII of these GTCR. If the vehicle was 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.
 - i) 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 h) 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.
 - j) 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.
 - k) 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.
- 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.

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>).

3. Lost property

- a) The Lessee shall check prior to return that they have not left any belongings in the vehicle. The Lessor shall nevertheless contact the Lessee as soon as possible should any personal belongings be found in the vehicle, stating an appropriate deadline for their collection.
- b) If the Lessee cannot be contacted or the owner of the item is unknown, the Lessor shall pass on any forgotten items of greater value such as wallets together with contents, ID documents, bank cards, laptops, mobile phones, cash etc. to the responsible lost property office/police station in a timely manner.
- c) In the case of items of lesser value or items that can only be transported or stored at greater effort which the Lessee fails to collect within the deadline notified to them, the Lessor shall assume that the Lessee is no longer interested in possessing the forgotten item. Upon expiry of the deadline, the Lessor is entitled to correctly dispose of or donate the items. Nonetheless, the Lessor shall endeavour to also pass on forgotten items of lesser value to the responsible lost property office/police station.
- d) Empty containers or perishable foodstuffs shall be disposed of immediately by the Lessor.

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) The vehicle may fundamentally only be driven by the Lessee themselves. The Lessee does, however, have the option of entrusting the vehicle to additional persons. The Lessee must, however, always use a suitable means of verification to document (e.g., logbook, list or similar) which driver uses the vehicle at what time. This verification shall be provided to the Lessor immediately upon request.
- b) The Lessee shall oblige all drivers unto whom they entrust the vehicle to comply with the provisions of these GTCR and to ensure that they are in possession of a valid driving license for the rented vehicle type (passenger car, motorcycle, delivery van, HGV etc.). 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.
- c) The Lessee shall only allow such persons to use the vehicle as are in a fit state

VII. Vehicle use

1. Known damages to the vehicle are specified in the rental contract upon transfer of the vehicle. The Lessee shall inspect the vehicle for damages prior to commencing each journey. Should they identify damage, they shall immediately notify this to the Lessor.
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 Lessee is liable for intentionally and negligently caused soilings of the vehicle. The necessary vehicle cleaning costs shall be invoiced to the Lessee as incurred in the event of soiling.
5. The Lessor's vehicles are non-smoking vehicles. Smoking and vaping are prohibited in the vehicle. 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>).
6. The transportation of hazardous/toxic substances is prohibited.

7. 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 necessary additive refills (in particular oil, electricity, brake fluid etc.) at their own expense.
8. 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.
9. If the vehicle is delivered with summer or winter tyres, the Lessee is obliged, in agreement with the Lessor, to have the tyres changed according to the season, in consideration of the prevailing climatic conditions, at the cost of the Lessor. 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.
10. 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 either.
11. 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.
12. 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) A new rental contract shall be issued in the event of a vehicle exchange. This rental contract shall be subject to the underlying rental agreement. A vehicle exchanged initiated by the Lessor therefore does not occasion a new minimum contract term. This does not apply in the event of a vehicle exchange initiated by the Lessee.
- 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 GTCR 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** services, the email request shall be sent to 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
 - LZM-Muenchen@euromobil.de
 - LZM-Frankfurt@euromobil.de
 - LZM-Hannover@euromobil.de
 - LZM-Hamburg@euromobil.de
 - LZM-Berlin@euromobil.de
 - LZM-West@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 (Mo-Fr) 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.
 - 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.
 - 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
 - LZM-Muenchen@euromobil.de
 - LZM-Frankfurt@euromobil.de
 - LZM-Hannover@euromobil.de
 - LZM-Hamburg@euromobil.de
 - LZM-Berlin@euromobil.de
 - LZM-West@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.
2. The Lessor's prior consent must be requested for the use of the vehicle in all other countries. Entry into other countries is not permitted without written consent from the Lessor.
3. In the case of travel abroad, the Lessee is obliged to ensure that the international insurance card is present for the respective vehicle. The Lessee shall request said card from the Lessor if there is no valid version thereof in the vehicle glovebox.
4. Any contractually agreed liability limitations shall lose their validity in the event of infringement of the conditions for travel abroad. Moreover, the Lessor reserves the right to take recourse against the Lessee.
5. The Lessee is obliged to inform themselves of differing legal regulations regarding use and permitted operating durations of vehicles and to fulfil any additional provisions in the respective country at their own cost, as well as to procure required safety equipment (e.g., fire extinguishers, sufficient hi-vis vests etc.) and have it available in the vehicle.
6. 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.

7. In the event of repairs whilst abroad, the Lessee shall take the vehicle to a repair workshop previously stipulated by the Lessor and approved by the manufacturer (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.
8. 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 XI of these GTCR 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 swiftly 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. 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 Lessee may only have repairs carried out with the express prior consent of the Lessor by a workshop approved by the manufacturer.
4. 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, skid marks, photos) 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.
5. 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).

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. The Lessee shall exempt the Lessor from all third-party claims, in particular from authorities, in the event of infringements of Section XI No. 1 and 2 of these GTCR.
4. 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 vehicle insurance cover extends to third party and comprehensive cover, which is limited to journeys within Germany and in those countries as stipulated under Section IX of these GTCR.

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

1. . Lessee's liability without liability reduction

a) Application

Upon conclusion of contract, the Lessee has the option of concluding a liability reduction with excess. This consists of fully comprehensive and third party, fire and theft insurance. The liability reduction and the excess is applicable in case of a claim per claim and depending on the type of insurance (third party, fire and theft or fully comprehensive).

i. Third party, fire and theft insurance covers:

- (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 insurance covers:

- (1) All 3rd party, fire and theft claims
- (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 concluded, it shall be stipulated in the respective individual rental contract together with the agreed excess sum.

c) Upon agreement of liability reduction, the Lessee shall only be liable for the contractually agreed excess sum per claim, including in the case of negligence.

d) Exemptions from liability reduction

i. Brake damage, operational damage and breakages are exempt from the liability reduction. The liability reduction does not apply to damages caused by improper treatment and/or operation of the vehicle either, 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. Tyre damage is not covered by the liability reduction either.

ii. The liability limitation to the contractually agreed excess sum does not apply to damages caused intentionally by the Lessee or damages resulting from the consumption of alcohol or other intoxicating substances. In this case, the Lessee is liable in full.

e) Restrictions to liability reduction

i. In the case that damage caused during the contractually agreed use term is a result of the Lessee's gross negligence, the Lessee shall be liable to the Lessor to an extent corresponding to the severity of fault up to the full amount of the total damage.

ii. In the case of grossly negligent breaches of contractual obligations during the contractually agreed use term, the Lessee shall be liable to the Lessor to an extent corresponding to the severity of fault up to the **full amount of the damage**. The burden of proof that there was no **gross negligence** is upon the Lessee.

iii. The Lessee's right is nonetheless reserved to prove that no or lesser damages are incurred or that they had a lesser degree of fault.

iv. The liability reduction does not lose validity if the breach of the contractual obligation neither had influence on the damage occurring or on the determination of the damage, nor on the fulfilment of the requirements of the granting of the liability reduction. This does not apply in the case of intentional or fraudulent conduct.

- f) Upon conclusion of a liability reduction, the Lessee is also 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** in particular as per Sections VII and X of these GTCR, they are also fully liable, unless the breach had no influence on the determination of the damage claim.
- g) Liability reduction terminates upon expiry of the contract term.
- h) 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. The Lessor's strict liability for compensation (German Civil Code Section 536a) for defects present upon conclusion of contract is excluded for companies. Furthermore, liability according to Section 536a 1.1. of the German Civil Code is excluded for consumers insofar as the injury to life, limb or health is due to a moderately or mildly negligent breach of 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) by the Lessor.
2. Compensation claims due to the breach of significant contractual obligations is limited to contractually-typical, foreseeable damages.
3. This liability limitation also applies to the Lessor's agents.

XV. Maintenance, wear and repairs, UVV inspection, service and emissions test

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 rental object defects 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 class by the Lessor. The replacement vehicle shall be provided within Germany (without islands) without transport costs for the Lessee. The Lessor shall make

every effort to provide a replacement vehicle abroad or on the German islands. Where this is not possible, the Lessee may, in agreement with the Lessor, rent a replacement vehicle. The Lessee shall cover the transport and operating costs and rental costs for the replacement vehicle abroad, where said costs shall be reimbursed following consultation.

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 (Mo-Fr). The Lessee shall return the vehicle upon expiry of the rental contract. Reference is hereby made to the return provisions.
- 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 GTCR in particular, the Lessee does not return the vehicle for exchange; or
 - vi. the Lessee uses the vehicle abroad without the prior consent of the Lessor according to Section IX of these GTCR; or
 - vii. the Lessee reports a remarkable number of claims within a short time, which both in their frequency as well as their timeframe deviate significantly from usual expectations.
- b) If the Lessor terminates the contract, the Lessee is obliged to immediately return the vehicle to the place of transfer, unless otherwise agreed, as stipulated under Section V No. 2 of these GTCR.
- c) 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.
- d) 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.
- b) Termination of a **decentral long-term rental** contract shall be notified via email to the Lessor (respective contact person):
 - LZM-Stuttgart@euromobil.de
 - LZM-Muenchen@euromobil.de
 - LZM-Frankfurt@euromobil.de
 - LZM-Hannover@euromobil.de
 - LZM-Hamburg@euromobil.de
 - LZM-Berlin@euromobil.de
 - LZM-West@euromobil.de
- c) Termination of a **Business Abo** rental contract shall be notified via email to 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, in particular as per Sections VII and IX of these GTCR, as well as in national border regions or port areas. Furthermore, this technology installed as standard enables the Lessor to read out the current mileage, oil levels or other damage or service indicators via remote diagnosis for part of the vehicle fleet. The Lessor reserves the right to inform the customer of anomalies in service calls or emails and where necessary find a joint solution. These service calls or emails by the Lessor do not constitute any legal right of the Lessee vis-à-vis the Lessor. In particular, this procedure or the absence thereof does not exonerate the Lessee from their obligations as per Section XV. 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. Statute of limitation

Insurance providers require a certain handling time to process claims. It usually takes some time to ascertain whether, in case of third-party involvement in a claim, the Lessor's liability reduction or potentially the third party's liability insurance is applicable. Where the Lessor's liability reduction applies and the Lessee has concluded such a reduction with the Lessor, the Lessee shall be liable to pay the agreed excess amount. For the specific eventuality that the Lessee has concluded a liability reduction with the Lessor and a third party is involved in the claim, compensation claims due to changes to or deterioration of the rental object as well as Lessee's claims for compensation for expenses or the authorisation to remove equipment for that reason shall, in deviation to Section 458 of the German Civil Code, be subject to a statute of limitation of 12 months following return of the rental object.

2. Special offers

Special offers can temporarily deviate from the GTCR. Special offers must be made in writing. The conditions are subject to the respective special offer.

3. 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.

4. Applicable law and place of jurisdiction

Only the laws of the Federal Republic of Germany shall be applicable. 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.

5. Severability clause

Should provisions of these GTCR be entirely or partially invalid or unenforceable or become invalid or unenforceable, the validity of the remaining provisions of these GTCR 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.