

## **Hire contract terms and conditions / Standard terms and conditions**

1. This contract is governed by the provisions of the German Civil Code, subject to the provisions below: should one of the provisions be invalid, the other provisions shall remain unaffected.

### **2. Hire company's obligations**

The hire company shall provide the customer with a roadworthy vehicle with a full tank, full adblue tank and free of technical defects for the customer's use. The vehicle is covered by third-party liability insurance up to a limit of EUR 100 m, pursuant to the current general conditions for motor insurance. Vehicles from Vans for Bands are also covered by partially comprehensive insurance with excess of EUR 150,- or fully comprehensive insurance with excess of EUR 1.000,- per claim.

### **3. Customer's obligations, hire price and quotations**

Quotations submitted by the hire company are only binding with respect to the price for 14 days. We reserve the right to interim hire. The customer is to make a binding booking in writing by fax or email. A legally valid contract is concluded upon acceptance of the quotation and the following booking confirmation by the hire company. The hire price is based on the agreement in the quotation or the hire company's current price list. Under certain circumstances and conditions, particularly in the case of extraordinary or long-term use, the hire company is not bound by the prices published.

All costs incurred in connection with the use of the vehicle are to be borne by the customer. This includes, in addition to the costs of fuel and oil, any road charges, tolls and other charges, any taxes and any fines or penalties imposed on the hire company for which the latter was not responsible.

On collecting the vehicle, a deposit of EUR 500,- must be paid to the hire company.

The deposit shall be used in the event of damage. Pursuant to the general rules governing liability, the customer shall be liable for any damage he causes to the vehicle or any other breaches of contract on his part.

At the end of the hire period, the customer shall return the vehicle to the hire company at the agreed location. If the customer fails to return the vehicle within an hour after the agreed time for returning it, the latter shall pay compensation for the period exceeding the agreed time at the rate of one day's hire (in accordance with the price list) for each day or part thereof. Furthermore, the customer shall compensate the successive customer for damage caused by the delay. However, accidents and events of force majeure (not including traffic jams and delays) are excluded herefrom, with account being taken of such events in the customer's favour. For the purpose of this paragraph, traffic jams and delays do not constitute events of force majeure. If a time for returning the vehicle is agreed, which is out of office hours (at night, on Sundays, etc.), the key must be deposited in the letter box indicated. The customer shall be liable for any vehicle damage noted on the following day (during office hours).

The hire price and deposit agreed in the contract is to be paid on collection. In particular, the customer is to return the vehicle in the same condition as it was in when it was handed over. The vehicle is to be returned in a clean state (no rubbish left in the passenger compartment), otherwise a flat-rate cleaning surcharge of EUR 50,- shall be applied. The customer does not need to clean or remove dirt and mud on the outside of the vehicle due to use thereof. Any consequential costs, such as for refuelling, shall be borne by the customer. For this purpose, a flat-rate service charge of EUR 20,- shall be applied. Calculation of the mileage shall be based exclusively on the mileage given by the tachometer. If the latter develops a fault during the hire period, the hire company is entitled to estimate the distance travelled. The customer acknowledges that the hire company's right in this respect is irrevocable. If delivery and/or collection of the vehicle is agreed, the mileage to and from Winterback shall also be included. The necessary costs incurred for this, e.g. for fuel, oil, tolls, etc., shall be borne by the customer.

### **4. Cancellation**

Should the customer fail to collect or accept the vehicle at the agreed time, the latter shall compensate the hire company for loss on account of cancellation. The hire company may calculate this compensation, at its discretion, either specifically or as a lump sum according to the following schedule: Where cancelled

- up to 42 days before the beginning of the hire period: 30%
- up to 21 days before the beginning of the hire period: 40%

- up to 14 days before the beginning of the hire period: 70%  
- up to 7 days before the beginning of the hire period: 80%  
of the agreed hire price is to be paid, according to the booking confirmation. Where a lump sum is calculated by the hire company for damage, the customer is entitled to produce evidence that no damage was suffered or that the damage was significantly less than the lump-sum amount. Cancellations must generally be made in writing.

If one of the hire company's vehicles is involved in an accident or may no longer be used as a result of force majeure, the hire company may, with respect to the next customer according to the scheduling, be released or withdraw from the contract concluded as a result of acceptance of the quotation.

In this case the hire company may not be held liable and no claims may be made against it for any damage suffered on the part of the customer or third parties. The hire company has an obligation to produce evidence, which must be fulfilled by presenting the customer affected with the relevant documents and proof.

The hire company shall endeavour to provide another vehicle.

The hire company may not be held liable for any difference between the original vehicle and the replacement vehicle with respect to features and attributes, such as size, colour, interior, etc.

The hire company shall not be liable for damage to the customer's property occurring as a result of use or storage in the vehicle.

### **5. Authorised drivers**

The vehicle and keys shall only be handed over to persons who can prove that they are of legal minimum age and possess a valid driving licence.

The vehicle may only be driven by those designated in the contract. Those persons must be shown how to operate the vehicle. At the hire company's request, the customer shall provide the hire company with the names and addresses of all drivers of the hire car.

Drivers arranged through the hire company are the customer's vicarious agents, even though they were arranged through the hire company.

### **6. Prohibited use and right to terminate the contract**

The customer is prohibited from using the vehicle:

- a) to participate in motor sport events and vehicle tests;
- b) to transport highly flammable, toxic or other hazardous substances;
- c) to tow or shunt other vehicles;
- d) to commit customs or other criminal offences, even if these offences are only punishable under the law of the place in which the offences were committed.
- e) for the purpose of sub-hire;
- f) for commercial passenger transportation;
- g) for driving lessons;
- h) at public demonstrations;
- i) for purposes other than use pursuant to the contract.

The hire company may terminate the hire contract early without notice if the customer, his driver or third parties for whom the customer is responsible use the vehicle contrary to the provisions of the contract or where, due to improper handling of the vehicle or fittings, it seems unreasonable for the hire company to continue the contractual relations or the latter wishes to prevent greater damage. This is particularly the case where, during the hire period, differences of opinion arise between the customer and the hire company about the cause of significant damage to the hire car. Should the customer considerably exceed the estimated mileage (800 km) on which the amount of the deposit paid is based, he is to immediately inform the hire company thereof and top up the deposit accordingly. Should the customer fail to do so, the hire company is entitled to immediately terminate the contract without notice. No prior warning is required to terminate the contract in any of the above-mentioned cases. The customer or a third party for whom the customer is responsible is to immediately return the vehicle at the hire company's request.

### **7. Treating the vehicle and technical equipment with care**

The customer is to treat the vehicle with care, regularly check the oil and water levels and tyre pressure, as well as duly protecting the vehicle from theft. The costs for petrol, adblue and oil are to be borne by the customer. The customer or driver is to treat the vehicle, interior and technical equipment, such as navigation system, headphones, Playstation, flat screen etc. with

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care and to comply with all applicable instructions for using the equipment and the technical rules. The driver is to remove the car documents, keys, navigation control panel, headphones, gamepads, remote controls, DVDs, games and all other removable valuable items from the vehicle on parking and is to carefully place them in safe place. In the event of failure to do so, the customer shall be held fully liable for any damage. This particularly includes theft.

### **8. Repairs during the hire period**

Repairs may only be ordered with the hire company's consent. Repair costs shall be borne by the hire company on presentation of the relevant invoices, unless the customer is responsible for the damage (see paragraphs 7 and 9). If the vehicle can no longer be driven or if continuing the journey is expected to cause the vehicle further damage, Vans for Bands must be informed (tel. no. +49 172 7304135 or +49 178 3528431), even on Sundays and bank holidays, in order to agree on how to proceed. All repairs must be undertaken by a Mercedes-Benz authorised repair shop. In the event of a breakdown, only the 24-hour Mercedes-Benz service is to be notified. In any case, the hire company must be informed immediately.

### **9. Conditions and action to be taken in the event of an accident**

The customer must notify the police in the case of an accident and the hire company immediately after the damage has occurred. If the police refuse to record the accident, the customer is to provide the hire company with proof of this. If the customer culpably fails to inform the hire company or the police, he is to pay the hire company a contractual penalty equal to the damages to be paid to the other party to the accident, but not exceeding EUR 1.000,-. The accident is to be reported by calling +49 172 7304135 or +49 178 3528431, whether within or outside office hours. Where the customer informs the hire company immediately following any damage to the vehicle, pursuant to paragraph 8 of the standard terms and conditions, he must also draw up an accident report for the hire company, indicating the names and addresses of all those involved and of any witnesses, the registration numbers of all vehicles involved in the accident, the telephone number of the responsible police station and the course of events. No claims by the other party may be acknowledged. The same obligation applies, at the earliest opportunity, to the customer where he, through no fault of his own, fails to report the damage immediately after the damage has occurred. Where the customer culpably breaches these obligations, the latter is to pay the hire company a contractual penalty equal to the damages to be paid to the other party to the accident, but not exceeding EUR 1.000,-. The customer is also to pay an administrative charge of EUR 100,- for each accident or instance of damage to the vehicle or its fittings, even where it is a third-party liability claim. An administrative charge of EUR 100,- shall also accrue where, as indicated in paragraph 7, removable valuable items are not removed from the vehicle on parking. Accidents involving wild animals, damage caused by fire, theft or damage to property are to be reported to the police, with the hire company being notified immediately. In the event of failure to do so or where caused by the customer's own fault, any consequential costs shall be borne by the latter. The customer shall be fully liable for any damage that he causes by gross negligence, particularly where he fails to observe the vehicle dimensions or total weight or as a result of loads inappropriately stowed, even where limitation of liability is agreed. The same applies where damage is incurred whilst driving under the influence of alcohol or drugs or where the customer has committed a hit-and-run offence.

The customer is not entitled to a replacement vehicle in any of the above-mentioned cases, e.g. accident, excess load, necessary repairs and/or theft.

### **10. Insurance & liability**

a) Liability. The vehicle is covered by third-party liability insurance, pursuant to the current general conditions for motor insurance.

b) Partially/fully comprehensive insurance cover. The vehicle is covered by both partially and fully comprehensive insurance. The customer's excess is EUR 150,- net, plus VAT, under partially comprehensive insurance and is EUR 1.000,- net, plus VAT, under fully comprehensive insurance. The customer is to pay the excess numerous times in the event of numerous accidents in which damage occurs. In the case of numerous accidents, the excess is to be paid for each individual accident.

The customer bears unlimited liability for:

- a) damage caused with intent or by gross negligence;
- b) damage resulting from driving under the influence of alcohol or drugs;

c) damage occurring during the use of the vehicle for prohibited purposes (see paragraph 6);

d) a hit-and-run accident, pursuant to section 142 of the German Criminal Code;

e) damage occurring as a result of the load or improper loading;

f) damage, having exceeded the total permitted weight;

g) damage to the vehicle or fittings (radio, navigation system, headphones, Playstation monitors, gamepads/controller, loudspeakers, etc.) during the hire period, which is not covered by comprehensive insurance or which is caused by negligence, maliciousness or improper use;

h) failure to observe the vehicle dimensions, e.g. when reversing, manoeuvring or driving under bridges;

i) damage to vehicles or property of third parties whilst reversing or manoeuvring.

### **11. Hire company's liability**

Claims for damages made by the customer against the hire company under the hire contract are excluded, unless the claim relates to an injury to life, body or health or relates to a breach of an essential obligation or the damage is caused by a grossly negligent breach of contract by the hire company or by a deliberate or grossly negligent breach of contract by one of the hire company's legal representatives or vicarious agents. This provision also applies to damage arising from a breach of obligations during the contract negotiations.

### **12. Supplementary agreements and amendments**

a) Supplementary agreements or amendments to the hire contract require the hire company's written confirmation in order to be valid.

b) The customer agrees to his data being saved.

c) The personal data referred to in point b) may be transmitted to the following persons or companies: credit card institutions, lawyers, collection agencies, car manufacturers, all co-operating companies.

### **13. Place of jurisdiction**

The place of jurisdiction for both parties and for all claims arising from and in connection with this contract shall be Schorndorf (D-73614).

Version as at 09/12/2019

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Place, date, customer's signature