

## Terms and Conditions of MHC Mobility GmbH for the long-term hire of vehicles by commercial hirers (Long-Term Car Hire Agreement, hereinafter referred to as the 'Agreement')

### 1. General

#### 1.1 Applicability of these Terms

These General Terms and Conditions apply only to persons or associations who are to be regarded as entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) or who are acting for the purpose of engaging in a business activity, as well as to legal entities under public law and special funds under public law. Where amounts are specified in the following provisions, these are inclusive of statutory value added tax

a) Where the landlord and the tenant have agreed on provisions in an individual contract that deviate from these terms and conditions, those agreements shall take precedence.

b) In all other respects, the business relationship between the Lessor and the Lessee shall be governed exclusively by the contract, including these Terms and Conditions. The Lessee's rental, purchasing or other terms and conditions shall not apply.

c) Should any provision of the contract, including these terms and conditions, be or become invalid, the statutory provision shall apply in its place. Under no circumstances shall the relevant provision in the contract be replaced by the tenant's rental, purchasing or other terms and conditions. The validity of the remaining provisions of the contract shall remain unaffected.

#### 1.2 Completeness, written form

a) No supplementary verbal agreements have been made.

b) Any amendments or additions to this contract must be in writing and confirmed by the landlord to be valid. This also applies to any deviation from this requirement for written form.

c) Notices of termination, declarations of withdrawal, requests for a rent reduction and claims for damages are only valid if made in writing.

### 2. Rented property

2.1 The rental object is the vehicle specified in the contract in the version set out therein and with any special accessories listed therein. It is fitted with the tyres agreed in the contract. High-visibility vests, fire extinguishers, warning triangles, first-aid kits and other safety equipment are not included in the scope of the equipment. If the vehicle is fitted with a navigation system and/or on-board computer, any software updates and new electronic map data are not included in the rental object.

2.2 If, after the contract has been signed, the vehicle manufacturer or supplier makes changes to the design, shape or colour, or to the standard scope of delivery, the rental object shall change accordingly.

The hirer is obliged to accept the rental object in its modified form.

2.3 Information in catalogues and other materials regarding the vehicle, for example concerning the scope of delivery,

appearance, performance, dimensions, weights, fuel consumption, emission values, operating costs, speed and load capacity are merely approximate figures. They are in no way agreed as warranted characteristics. This applies equally to the compatibility of any existing Bluetooth interfaces or hands-free kits with devices used by the lessee.

2.4 Subsequent requests by the hirer for changes to the hire item shall only form part of the contract if they are confirmed in writing by the lessor. Any additional costs arising from the confirmed request for changes shall be borne by the hirer.

2.5 The handover of the vehicle to the hirer does not specify the rental object. The lessor therefore reserves the right to replace the vehicle handed over to the hirer during the contract period with an equivalent vehicle corresponding to the rental object.

2.6 Replacement vehicles (see clause 9.7) are not required to possess any warranted features (e.g. tow bar, navigation system).

2.7 The rental object is merely made available to the hirer for temporary use and is not transferred to their ownership; the vehicle registration

document or the registration certificate, Part II, remains in the lessor's possession.

### 3. Handover of the rental vehicle, default of acceptance

3.1 Where the contract provides for a handover date or a handover period, these are non-binding and approximate. Should, however, a handover date have been agreed as binding, which requires the lessor's express written confirmation, the period shall only commence once the lessee has fulfilled all contractual conditions for the provision of the rental object.

3.2 The lessee shall bear the costs of the initial refuelling, the delivery costs of the rental vehicle ex works, the registration costs, costs for the particulate matter sticker and personalised number plates, as well as the transport costs to the delivery location. The lessor's prices shall apply in this regard. The costs shall become due upon handover of the vehicle and shall be charged to the lessee on the first invoice.

Electric vehicles are delivered/handed over fully charged. No charge is made for this initial charge in the case of electric vehicles. Only after return will a pro-rata charge for electricity costs (daily electricity rate) be applied, depending on the charge level of the vehicle battery. Should the battery have a charge level of < 50% upon collection/return, a one-off flat-rate fee of EUR 79.00 net will also be invoiced.

3.3 If changes to the rental item or the terms and conditions are agreed upon after the contract has been concluded, any delivery deadlines shall be extended accordingly.

3.4 The timeliness of the handover and the start of the rental period depends on the lessee's receipt of the lessor's notice of readiness, regardless of when the lessee takes possession of the rental object.

If, for organisational reasons (e.g. public holidays), the handover of the rental object takes place before the contractually agreed start of the rental period, the tenant's contractual obligations shall commence upon taking possession of the vehicle, with the exception of the obligation to pay rent, which shall commence at the agreed time.

3.5 In the event of force majeure delaying the handover of the hire vehicle, the delivery period shall be extended by the length of time by which the delivery of the hire vehicle to the hire company is delayed. Force majeure shall also be deemed to exist in the event of industrial action at the vehicle manufacturer, its suppliers, transport companies and the hire company itself, provided that the hire company is not at fault.

3.6 The lessor shall only be in default if the lessee has set a reasonable grace period which has expired without result and the lessor is responsible for this. In the case of a new vehicle ordered by the lessor under the contract, a reasonable grace period shall be no less than three months.

3.7 If the hire vehicle is not taken over within one week of the lessee receiving the notice of readiness, the lessee shall be in default of acceptance following a corresponding reminder from the lessor. Upon the lessee falling into default of acceptance, the risk of accidental loss shall pass to the lessee.

3.8 If the tenant definitively refuses to fulfil their obligation to take delivery, or if a deadline set by the landlord has expired, the landlord may withdraw from the contract without setting a further deadline. The landlord is entitled, at their discretion, to claim lump-sum damages from the tenant in the amount of one year's rent as per the contract, or to proceed in accordance with Clause 16.2. In the event of a claim for damages, the parties are entitled to prove that no damage has been incurred at all, or that the damage was less or greater than claimed.

### 4. Rent, mileage allowance, terms of payment, ancillary costs and security deposit

4.1 If the tenancy does not commence on the first day of a month and the tenancy period exceeds one month, the monthly rent shall be calculated pro rata on a daily basis (1/30). The same applies to the final rent payment if the tenancy does not end on the last day of a month.

4.2 If, during the term of the contract, cost factors change due to circumstances beyond the landlord's control (e.g. licence fees, road tax, insurance tax) at the landlord's expense, the landlord is entitled to revise the applicable rent and/or VAT by means of a unilateral declaration to the tenant. This price adjustment shall take effect upon the entry into force of the relevant provision.

4.3 The Lessor is entitled to demand a reasonable deposit/security payment from the Lessee prior to ordering the new vehicle, prior to handing

over the rental vehicle, or at any later date. The deposit/security payment shall amount to at least two gross monthly rentals. It may also be provided in the form of a directly enforceable guarantee on first demand from a major German bank or savings bank. The Lessor is entitled in particular to demand an increased security deposit from the Lessee if the credit ratings assigned to the Lessee by a recognised credit reference agency (e.g. Schufa, Creditreform, Bürgel, Coface, Creditsafe, etc.) are reduced by a significant margin. The tenant hereby submits to assessment by these organisations. However, the tenant is entitled to prove that their rating is based on inaccurate information provided by the relevant organisation or is incorrect for other reasons. The defence of uncertainty under Section 321 of the German Civil Code (BGB) remains unaffected.

4.4 If the lessee exceeds the total mileage / kilometre limit agreed in the contract (contractually agreed annual mileage / 12 months \* contractually agreed term in months = total mileage), the price specified in the contract for each additional kilometre, plus the applicable statutory VAT, shall be payable to the lessor. If the contract ends before the expiry of the agreed contract term, excess kilometres shall be calculated based on the ratio of the kilometres driven up to the termination of the contract to the contractually agreed annual mileage / 12 months. In the event of early termination of the contract, the lessee shall therefore pay for the excess kilometres that exceed the monthly average mileage as specified in the contract.

If the lessee falls short of the agreed total mileage, a refund for under-mileage shall only be made if this is agreed in the contract. In this case, the lessor shall credit the refund amount to the lessee and pay it out upon the final settlement of the vehicle at the end of the contract or set it off against the lessee's liabilities. If a refund for under-mileage has been contractually agreed, this is always limited to a maximum under-mileage of 10,000 km. The value of the under-mileage is 50% of the rate for the first excess kilometre. An under-mileage tolerance of 5,000 km is taken into account. Under-mileage can only become part of the contract for contracts with a term of 12 months or more.

4.5 The lessor is entitled to issue an interim invoice for excess mileage at any time. At the lessor's request, the lessee is obliged to provide the current mileage of the vehicle provided to them at any time.

4.6 If the agreed mileage is exceeded by a significant amount before the end of the first year of the hire, or if, based on the mileage already covered, such a significant excess of the mileage is to be expected in a hire year, the Lessor is entitled to charge the Lessee instalments against the estimated mileage charge and to adjust the monthly rental rate based on the Lessor's price calculation. The lessee is obliged to notify the lessor of the excess in writing or in text form immediately upon determining the expected deviation. If the contractually agreed total mileage is expected to be exceeded or fallen short of by more than 15%, the lessor is entitled to adjust the term and/or total mileage. The Lessor shall charge a fee of €125 net per transaction for the contract adjustment. The final settlement of the remuneration for any excess or, where applicable, shortfall in kilometres beyond the mileage limit shall take place upon termination of the contract or, in the event of early termination, thereafter.

4.7 The lessee grants the lessor a SEPA Core Direct Debit mandate for all payments under this contract. In doing so, the lessee authorises their bank to honour the lessor's SEPA Core Direct Debits. The pre-notification period for the direct debit is reduced to one business day. Should the Tenant have already granted the Landlord a SEPA Business-to-Business Direct Debit Mandate for all payments under this contract, the SEPA Business-to-Business Direct Debit Mandate shall continue to apply. The pre-notification period for the direct debit shall be reduced to one business day in the case of a SEPA Business-to-Business Direct Debit Mandate.

4.8 The first rent instalment is due upon handover of the rental property. All subsequent monthly rent instalments are due in advance on the first day of each month. These are recurring direct debits with the same debit amounts. For these, a single notification to the tenant prior to the first direct debit and the specification of the due dates are sufficient. The tenant undertakes to ensure that the account has sufficient funds. Costs arising from non-payment or a chargeback of the direct debit shall be borne by the tenant, provided that the non-payment or chargeback was not caused by the landlord.

4.9 For each month in which the tenant has failed to issue the SEPA Core Direct Debit Mandate or SEPA Business-to-Business Direct Debit Mandate despite being requested to do so, the monthly rent shall be increased by the amount of €5.00 net per contract. Both parties are entitled to prove that no damage has been incurred at all, or that the damage is lower or higher than the flat-rate amount.

4.10 Bank charges, in particular charges for chargebacks, shall be reimbursed to the landlord by the tenant, provided that the tenant is responsible for the chargeback. This applies to all payment methods.

4.11 The tenant shall receive a single standing invoice or a monthly collective invoice from the lessor. If, by way of derogation, the tenant requests a separate monthly invoice for each vehicle, the monthly rental rate shall be increased by €16.00 for each month in which a monthly invoice is issued.

4.12 Operating and ancillary costs incurred in connection with the rental vehicle shall be borne by the lessee and are payable by the lessee, unless otherwise provided for in the contract, including these rental terms and conditions. The tenant shall therefore bear, in particular, the costs of fuel and vehicle-specific additives for exhaust gas purification (AdBlue or similar), engine and hydraulic oils, water, antifreeze, operating fluids (including for any auxiliary units such as cooling systems or similar), car washes, windscreen washer fluid and lubricants. Any costs, even if necessary, shall be borne by the hirer, unless the contract provides otherwise. If the hired vehicle is fuelled at the time of handover to the hirer, the corresponding fuel costs shall be invoiced to the hirer at the start of the hire period.

4.13 The hirer undertakes to indemnify the lessor against all claims by third parties brought against the lessor in connection with the operation and possession of the vehicle, insofar as these have been caused by conduct attributable to the hirer. In particular, the hirer must pay all fines and penalties imposed on the keeper of the hire vehicle or challenge them through legal remedies to be initiated and financed by the hirer. The Lessor shall inform the Lessee without delay of any notices received in this regard. For the handling of administrative offences, hearings and other notices, the Lessor shall charge a flat-rate fee of €25.00 per case. The Lessor is not obliged to lodge legal appeals.

When using toll roads or areas, the tenant must ensure the timely and full payment of the resulting toll charges and indemnifies the landlord against any resulting additional claims or penalty charges from the relevant toll authority. In this respect too, the tenant owes the aforementioned flat-rate fee to the landlord in the event of a prior claim being made against the landlord.

Both parties are entitled to prove that no damage has been incurred at all, or that it is significantly lower or higher than the flat-rate fee.

4.14 If the tenant defaults on a payment, they shall be obliged to pay interest on the amount owed at the then applicable ECB base rate p.a. for the duration of the default. For each reminder issued after the default has occurred, the landlord shall charge a flat-rate fee of €5.00. The Lessor is entitled to prove that the loss resulting from the delay is higher. The Lessee is entitled to prove that the Lessor has not incurred any loss resulting from the delay, or that such loss is not of the amount claimed. The Lessor is also entitled to terminate the contract without notice in accordance with Clause 16.3 if the conditions set out therein are met.

4.15 In the event of late payment by the tenant, the landlord is entitled to repossess the rental property until the outstanding and all due amounts have been paid in full. For this purpose, the tenant must allow the landlord or the landlord's agent access to the rental property and facilitate its removal, and must hand over all keys and vehicle documents provided to the tenant. The tenant expressly waives any objection on the grounds of unlawful interference. All expenses and costs incurred by the lessor in connection with the removal of the rental object shall be borne by the tenant.

4.16 The above right of removal in favour of the lessor arises irrespective of any default on the part of the lessee if there are objective circumstances giving rise to reasonable doubt as to the lessee's creditworthiness, in particular if insolvency proceedings are applied for or opened in respect of the lessee's assets, or if such an application is rejected due to lack of assets.

## 5. Environmental bonus and price reservation

5.1 The eligibility criteria for vehicles qualifying for the environmental bonus (purely electric and plug-in hybrid vehicles) may be amended or revoked in full at any time. This is beyond the control of MHC Mobility GmbH and does not give rise to any entitlement in such cases. Reasons may include supply chain issues (such as with semiconductors), which could result in longer delivery times for selected vehicles. This may mean that the requirements for the environmental bonus or other subsidies are no longer met, thereby justifying the subsequent withdrawal of the bonus. An application for a subsidy can therefore currently only be submitted after the vehicle has been registered, i.e. after the vehicle has been delivered to you.

5.2 All prices quoted are subject to change in the event of force majeure and/or unforeseen events (economic crises/wars/pandemics). If the calculation parameters listed after the conclusion of the contract change due to the above events, such that prices would increase or decrease, they must be adjusted by the relevant factor at the request of one of the contracting parties. An appropriate response to significant economic changes is thus guaranteed.

5.3 In addition, MHC Mobility GmbH reserves the right to respond to changes that are essential for price calculation. This would include general price increases by the manufacturer, model changes or legislative amendments over which MHC Mobility GmbH has no influence and which arise in the period between the start of the contract and delivery of the vehicle. These will be passed on to the customer retrospectively by means of a recalculation and communicated to the customer in advance. It should be noted that this could also result in a change to the gross list price, which may affect taxation and/or certain car policies.

## 6. Restrictions on use

6.1 The rental vehicle may only be driven by drivers who are at least 18 years of age and hold the relevant driving licence.

6.2 It is prohibited to make the hire vehicle available to third parties in return for payment, unless prior express written consent has been obtained from the lessor. Making the vehicle available free of charge is restricted to third parties who are employees of the lessee or the spouse or partner of the lessee or their employees, to whom the hire vehicle is made available for professional use.

6.3 Use of the hired vehicle for the following purposes is prohibited:

- commercial passenger transport;
- participation in motor sport events, vehicle tests and driver safety training;
- for the carriage of highly flammable, toxic or otherwise dangerous substances, unless prior express permission has been granted by the lessor or this has been agreed in the contract.
- for the commission of customs offences or other criminal offences, even if these are punishable only under the law of the place where the offence was committed.

6.4 The vehicle may only be used permanently within the country in accordance with customs and tax regulations. Journeys abroad require the prior written consent of the lessor. Exceptions to this are journeys to Switzerland, Norway and EU countries, provided that the geographical area of Europe is not left. The hirer is expressly advised that, in the event of unauthorised use of the vehicle in these areas, there is no cover for own damage incurred there. Depending on the insurance policy, third-party liability cover may also be excluded.

6.5 The hirer is obliged to ensure that unauthorised third parties have no access to the hired vehicle and cannot use it without authorisation. The hirer is liable for ensuring that all available security measures are taken and that all security devices fitted to the vehicle are used at all times. In particular, the rental vehicle must be properly locked at all times with the immobiliser activated and the steering wheel lock engaged. No items may be left visible inside the rental vehicle, in particular no valuables. Keys to the rental vehicle must be kept safe at the renter's premises to prevent theft or unauthorised use of the rental vehicle.

## 7. General obligations of the hirer during the hire period

7.1 The lessee is obliged to maintain and treat the rental vehicle with due care. This includes the obligation to use the rental vehicle with care and in accordance with the manufacturer's operating instructions, and to protect it from excessive strain in every respect. This also includes the lessee's own monitoring of, in particular, the engine oil and coolant levels. Furthermore, the lessee is obliged to store and maintain the leased item properly and professionally, in accordance with the relevant instructions of the manufacturer and/or the maintenance company as well as the oil companies. The lessee is obliged to supply the hired vehicle in good time and in sufficient quantities with operating fluids, i.e. in particular fuel, oil, coolant, antifreeze, windscreen washer fluid and lubricants, at their own expense (see clause 4.11). Repairs and damage resulting from a breach of the above obligations shall be borne exclusively by the lessee.

7.2 The lessee may not dispose of the leased vehicle to the detriment of the owner. In particular, the lessee may not create any encumbrances, pledges or similar. If the rented property is seized by a third party or subject to enforcement proceedings, the tenant is obliged to notify the landlord immediately and to assist the landlord in defending against the claims of third parties. The costs arising from such intervention shall be borne by the tenant, unless they are paid to the landlord by third parties.

7.3 The tenant may only carry out alterations, extensions or installations to the rented property with the landlord's prior written consent and

only by the manufacturer or by a company duly authorised by the manufacturer. Insofar as such alterations, extensions or installations result in the previous condition not being restored, or not being restored in full, the lessor may make the granting of his consent conditional upon the lessee not removing the alterations, extensions or installations and upon them passing into the lessor's ownership without compensation upon the return of the leased property. The fitting of the rental property with a radio, radio transmitter, telephone, computer or similar equipment is permitted without the landlord's consent, provided that this does not necessitate any alteration, extension or installation and the operating licence remains valid. The tenant bears sole responsibility for the associated risk of theft and liability. The tenant shall also bear the fees and other charges associated with the installation, in particular licence fees.

7.4 The hirer is entitled to apply lettering to the hire vehicle using vinyl film within the usual limits. Before returning the vehicle, the tenant must remove the lettering properly at their own expense and restore the vehicle to its previous condition. The tenant is liable for all damage caused to the rental vehicle in connection with the lettering and/or its removal. The lessor is entitled to remove any film that has not been removed upon return at the tenant's expense.

7.5 The hirer is prohibited from tampering with the odometer. Any damage and/or malfunction occurring to the odometer must be reported to the lessor immediately. The hirer must immediately arrange for the damage to be repaired by an authorised service centre of the vehicle manufacturer. Clause 7.3 applies. The hirer must ensure that the repair invoice accurately states the mileage before and after the repair or replacement (to the first decimal place). For each day of the odometer failure, a mileage of at least 400 km shall be included in the calculation of the total mileage in accordance with Clause 4.4. The period of odometer failure shall be deemed to be the period between the last mileage verifiably recorded using the functioning odometer and the rectification of the fault in accordance with the above. The hirer is entitled to prove that the actual mileage during this period is lower than that resulting from the above provision.

7.6 Carrying fuel canisters in the vehicle is expressly prohibited.

7.7 Smoking in the vehicle is prohibited.

In the event of a breach, the hirer shall bear the costs of an ozone treatment to remove any contamination and odour from the vehicle. Should the vehicle nevertheless suffer a commercial depreciation in value due to the loss of its status as a non-smoking vehicle, the hirer shall also compensate for this. The hirer must impose a corresponding obligation on any third parties to whom they lawfully transfer the vehicle.

7.8 If the hire vehicle is used in rotation by various members of the hirer's staff, for example as part of a vehicle pool, the hirer must ensure, through appropriate security measures regarding key storage, key management and the handover of keys, that they are able at all times to provide information as to which person the vehicle has been made available to.

## 7.9 Restrictions on use/digital control device/tachograph:

a) **Note on equipment:** The lessee is advised that the vehicle is either not equipped with a digital tachograph in accordance with Regulation (EU) No 165/2014, or that any installed device is not registered for commercial goods transport on behalf of the lessor.

b) **Prohibition of use:** The use of the vehicle for cross-border commercial goods transport (including cabotage) is expressly prohibited, provided that the journeys are subject to the statutory requirement to be equipped with a fully operational tachograph.

c) **Towing a trailer:** This prohibition applies in particular where, as a result of towing a trailer, the maximum permissible mass of the vehicle combination (gross combination weight) exceeds 2.5 tonnes (in cross-border commercial transport) or 3.5 tonnes (in domestic commercial transport) and no statutory exemption applies.

d) **Extended restriction on use (over 3.5 tonnes gross vehicle weight):** As the vehicle is not kept for purposes subject to the tachograph requirement, any commercial use in which the permissible gross vehicle weight of the single vehicle or the vehicle combination (vehicle + trailer) exceeds 3.5 tonnes is prohibited. Possible exceptions (e.g. the tradesmen's exemption under Section 1(2)(4) of the FPersV) must be checked by the hirer at their own responsibility and demonstrated in the event of an inspection.

e) **Liability and Indemnity:** The hirer bears sole responsibility for compliance with social security regulations in road traffic. The hirer irrevocably indemnifies the lessor against all fines, costs and claims by third

## parties resulting from a breach of this restriction on use or of the Driving Personnel Regulation (FPersV).

### 8. Maintenance and Wear and Tear Repairs

8.1 The lessor shall bear the costs of routine maintenance of the hired vehicle and repairs for wear and tear on the hired vehicle during the hire period in accordance with the following provisions; however, this does not apply to special fittings or equipment, including accessories, installed at the lessee's request, in which case the lessee shall bear the costs themselves. Repairs for wear and tear

are repairs that occur as a result of the vehicle's use, provided it is used and operated in the proper manner. This does not include repairs necessitated by improper handling of the vehicle or to rectify accident damage, glass damage, stone chip damage, paintwork damage, or damage to tyres, rims, and bodywork or fittings. The costs of repairing such damage shall be borne by the hirer, unless the liability reduction under clause 12.2 applies.

### 8.2

a) Maintenance (inspection) of the rental vehicle shall be carried out in accordance with the manufacturer's specifications (vehicle service booklet / electronic display). Upon reaching the requirements for the next maintenance interval, the renter must immediately present the rental vehicle for maintenance at the nearest MHC MobilityCenter (MMC).

In addition, clause 7.3 applies. The lessee shall bear the costs of transporting the vehicle for this purpose. The obligation to pay the rent remains unaffected. Should the customer consider it unreasonable to visit an MMC, they must seek instructions from the lessor.

b) If the lessee misses a maintenance appointment prescribed by the manufacturer, they shall compensate the lessor for any resulting property damage and financial loss, in particular the loss of a goodwill commitment from the manufacturer.

The lessee is free to prove that they are not at fault or that no damage has occurred, or that such damage would have occurred even if the maintenance appointment had been kept.

### 8.3

a) Repairs for wear and tear relate only to the equipment provided by the lessor, excluding tyres. If necessary, the lessor shall specify a workshop for the aforementioned work. If this is not done, clause 8.2(a) above shall apply. The lessee must notify the lessor immediately of any defects in the performance of the work. The lessee shall assist the lessor in asserting any corresponding claims against the workshop.

b) The costs incurred by the lessee in connection with the coordination, presentation of the hired vehicle at the garage, its unavailability during the maintenance or repair period, and its collection shall be borne by the lessee. Claims for compensation against the lessor beyond the scope set out in clause 9.6 are excluded in this respect.

c) If the hire vehicle is located outside the Federal Republic of Germany at the time of maintenance and/or wear-and-tear repairs or in the event of a technical breakdown, the hirer must propose a suitable garage and, following prior approval and the allocation of a work order number by the lessor (as above), commission the garage. In this case, the lessor shall only reimburse costs to the extent that the costs for maintenance and/or wear-and-tear repairs would have been incurred in the same amount had the work been carried out in the Federal Republic of Germany. The cost of a replacement vehicle abroad shall be borne by the lessee.

d) Costs for special inspections not specified by the manufacturer (e.g. holiday or winter inspections, air conditioning disinfection, cleaning work, etc., as well as work on retrofitted accessories) shall be borne by the hirer.

e) The lessor shall not be liable for damage caused by environmental factors such as weather-related frost damage, flooding, etc. Such costs shall be borne by the lessee, unless an agreed reduction in liability (Clause 12.2) or a vehicle insurance policy taken out by the lessee applies.

### 9. Accidents, breakdowns and repairs

9.1 The hirer is obliged to notify the police and the hire company immediately following an accident, first by telephone and subsequently in writing or in text form. The accident report provided by the lessor must be completed in full by the lessee without delay and returned to the lessor. Damage caused by fire, theft and wildlife must be reported by the lessee to the

lessor and the relevant police authority without delay. In the case of damage caused by wildlife, the relevant gamekeeper must also be notified. The accident certificate issued by the tenant must be sent to the lessor without delay. In the event of any accident damage to the rented property, the tenant is obliged to ensure that a police report is drawn up immediately after the damage occurs. This also applies if the accident was caused solely by the tenant's own fault. The tenant agrees to the landlord inspecting police, insurance and court records. The tenant shall issue the landlord with a corresponding express written authorisation upon the landlord's request in each individual case.

The driver of the hired vehicle at the time of the incident must be bound in advance by the hirer and shall be deemed the hirer's vicarious agent with regard to the aforementioned obligations. If the hirer or their vicarious agent fails to involve the police, this may result in the loss of the liability reduction under clause 12.2 in accordance with the provisions set out therein.

### 9.2

a) Claims by the other party must not be acknowledged. The hirer is prohibited from making any admissions of liability or other legally significant concessions. This also applies to payments to the other party involved in the accident.

b) In the event of a breach by the tenant of any of these prohibitions, it is incumbent upon the tenant to prove that the landlord has not suffered any loss as a result of the breach.

### 9.3

If the tenant breaches the obligations under 9.1. + 9.2, the tenant shall be liable to the landlord for compensation for the resulting direct damage ( ), which may in particular consist of the landlord being unable or finding it difficult to assert his own claims against the party responsible for the accident or an insurance company, or to defend against unjustified claims by third parties, as well as to prevent any downgrading of his motor insurance.

### 9.4

a) Orders for the repair of accident damage shall generally be placed by the lessor, provided that such repairs appear reasonable in the lessor's commercial judgement. This is generally no longer the case where repair costs exceed 50% of the current market value.

If the accident occurs outside the territory of the Federal Republic of Germany, clause 8.3 d) shall apply mutatis mutandis. The costs of returning the vehicle shall be borne by the hirer, provided that he is responsible for the vehicle being out of service.

b) If the hirer places a repair order with a garage without the lessor's consent, the lessor shall only bear the repair costs if the hirer proves that the repair was necessary and economically reasonable, was carried out properly, and that the costs would have been incurred by the lessor in the same amount had the repair been arranged by the lessor.

9.5 If the hired vehicle breaks down or is not roadworthy or ready to drive following a traffic accident, the hirer must, as a general rule, inform the lessor's breakdown service and make use of it. If the hirer instead engages another breakdown service, they shall bear the costs incurred and shall be liable for any damage caused by the alternative breakdown service.

The return of the vehicle to the renter following accident repairs or breakdown assistance shall generally be at the renter's expense, unless third parties, for example in the case of an accident through no fault of the renter, can be held liable.

For technical and service work not agreed in the contract, as well as services paid for in advance, the rental company charges a one-off administration fee of €20.00 per transaction.

9.6 The hirer may not assert any claims for damages or reimbursement against the lessor in connection with the unavailability of the hired vehicle, unless the lessor has caused the unavailability through wilful misconduct or gross negligence. Excluded are, amongst other things, costs for replacement staff and staff absence, costs for alternative means of transport, and the time spent by the hirer on handling the matter.

### 9.7

a) If the vehicle is not roadworthy or ready for use for reasons for which the hirer is not responsible, the lessor shall, following a corresponding

notification from the hirer, provide the hirer with a replacement vehicle for the remainder of the hire period, at the lessor's discretion. The same applies to a vehicle replacement in the event of maintenance (Clause 8). Replacement vehicles are provided solely to maintain mobility. The equipment and vehicle class may vary and need not possess any warranted characteristics (e.g. fittings and special equipment, tow bar, winter tyres, navigation system, etc.).

Insofar as the hirer is entitled to claims for compensation against third parties as a result of the vehicle breakdown, they shall assign these to the lessor, who accepts the assignment.

b) The hirer is obliged to return the hired vehicle at the agreed time and place and to accept the replacement vehicle. If the hirer breaches this obligation, the lessor is entitled to charge the hirer for the costs incurred as a result, in particular for a return journey.

c) The lessor may arrange for a promised replacement vehicle to be made available to the lessee by third parties – in particular short-term rental companies. In this case, the hirer accepts the third party's terms and conditions as binding upon them and shall act in accordance with them. Should the lessor suffer any loss or damage as a result of the hirer's misconduct towards the third party, in particular due to the late return of the replacement vehicle, the hirer shall indemnify the lessor against such loss or damage.

9.8 In the event of total theft, the hirer or vehicle user must immediately hand over all vehicle keys and vehicle documents to the lessor or to the police station taking the report (Clause 9.1).

## 10. Tyres

10.1 The hire vehicle is generally fitted with all-weather tyres, unless otherwise agreed in the individual contract. If the replacement of all-weather tyres becomes necessary due to wear and tear resulting from contractual use, the replacement shall be carried out in accordance with the contractual agreements. Orders for the replacement of a worn tyre must be approved by the lessor. Tyres must be replaced at the latest when the tread depth reaches the statutory minimum.

10.2 If unlimited all-weather/all-season tyre replacement has been agreed, the lessor shall bear the costs of such replacement for the duration of the contract; if all-weather/all-season tyre replacement is limited, the lessor shall bear the costs for the agreed number of sets of tyres. The costs of replacement include the purchase price for replacement tyres of the type/size specified by the lessor, as well as fitting and installation costs.

10.3 The lessor is not obliged to carry out tyre changes for the lessee. In the event of a flat tyre, the lessee shall bear all costs incurred. The lessor shall therefore not reimburse the lessee for any labour costs or other expenses incurred in connection with a tyre change. If a tyre needs to be replaced due to damage, the above provisions shall apply.

10.4 The make and selection of the tyres to be procured shall be determined by the lessor. Tyre replacement may only be commissioned from the lessor's registered tyre partners. An authorisation number must be obtained from the lessor for this purpose (see clause 8.3). Any deviation from these tyre replacement requirements must be agreed upon in a separate contract. Any additional costs arising from non-compliance with the specifications shall be borne by the lessee.

## 11. Replacement vehicle in the event of repairs and/or damage

a) If a replacement vehicle is used, the costs will only be covered for the duration of the repairs. If the vehicle is not replaced immediately upon completion, the hirer shall bear the additional costs incurred. The right to a replacement vehicle applies to repairs requiring a workshop stay/repair duration of 4 hours or more, provided that a corresponding replacement vehicle provision has been agreed in the rental contract. The choice of replacement vehicle manufacturer (rental company) and replacement vehicle category is made exclusively by the lessor; clause 9.7 a) applies accordingly.

b) In the event of premature termination of the individual rental agreement by the lessor in accordance with clauses 16.3 to 16.7, the entitlement to a replacement vehicle shall also lapse.

## 12. Insurance cover and further liability of the hirer

12.1 The lessor shall, at its own expense, provide liability insurance for the hired vehicle in accordance with the General Conditions for Motor Insurance (AKB) in the version valid at the time of registration of the vehicle (standard liability) of the insurer.

## 12.2

In the event of damage to or loss of the vehicle, the lessee shall generally be liable in accordance with the general statutory provisions.

a) If a reduction in liability is agreed in return for payment of an additional fee, the lessor shall indemnify the lessee, within the scope of the provisions therein, against damage to the hired vehicle caused by the lessee or otherwise for which the lessee is liable, or against the loss or destruction of the vehicle, up to an excess to be agreed separately, which shall apply to each individual claim. The reduction in liability does not release the renter from the obligations under this contract. The reduction in liability shall be partially or wholly void if the renter or the driver of the vehicle causes the damage through gross negligence or wilful misconduct, drives under the influence of alcohol or drugs, uses the vehicle for purposes other than those permitted under this contract, commits a hit-and-run offence, does not hold the driving licence required for the vehicle, drives the vehicle outside the agreed area of use, or in other cases of unauthorised use of the vehicle listed in this contract. The reduction in liability shall also not apply if the vehicle keys are stored with such gross negligence that theft or unauthorised use by third parties is facilitated, or if the renter's obligations under clause 7.8 are breached.

Further details are governed by the separate agreement to be concluded regarding liability reduction. The liability reduction does not cover brake, operational and breakage damage, insofar as such damage is not the result of an accident, nor does it cover damage caused by the renter to the load, other vehicle contents, self-procured vehicle accessories and personal belongings.

If the hirer breaches the obligations under clause 9.1 and fails to return the accident report provided by the lessor to the lessor immediately and fully completed, the hirer bears the full burden of proof that an accident did in fact occur. If the hirer cannot provide this proof, the liability reduction shall lapse. This is without prejudice to any claims for compensation by the lessor arising from a breach of the hirer's obligations under clauses 9.1 and 9.2, which may also apply in addition to any agreed liability reduction. The excess for the liability reduction is €950 per claim, unless otherwise expressly agreed in writing. In addition, the lessor charges a flat-rate processing fee of up to €90.00 per claim. Third-party liability claims remain unaffected by this.

b) Following an accident, vehicle theft, fire, damage caused by wildlife or other incidents (in particular wilful damage), the hirer/vehicle user must immediately contact the police. This also applies to incidents without third-party involvement and minor damage, with the exception of stone chips. Should the police refuse to take a statement, the hirer must provide the lessor with proof that the police were notified.

If the hirer/vehicle user fails to notify the police following an incident as described above, the agreed reduction in liability may be partially or wholly forfeited.

12.3 If the hirer causes damage to the hire company's vehicle using their own vehicles, equipment or other items, the hirer shall bear the resulting damage (so-called 'hirer-to-hirer damage'). In such cases, the hire company expressly shall not cover the damage.

12.4 In the event of damage caused by the renter's own fault, the renter must compensate the lessor for the resulting depreciation amounting to 15% of the repair costs. Both parties are entitled to prove that no damage or depreciation has occurred at all, or that it is significantly lower or higher than the flat-rate amount.

12.5 Damage to the vehicle caused by the hirer or third parties which is not compensated by third parties – in particular insurers – or which falls under the reduction of liability pursuant to Clause 12.2 shall be borne by the hirer. This also applies in the event of the destruction or loss of the hired vehicle.

12.6 The hirer undertakes to return the hired vehicle to the lessor in an undamaged and unimpaired condition, with the exception of wear and tear resulting inevitably from normal use in accordance with the contract. Damage shall also include the loss or damage/destruction of vehicle keys and any resulting replacement of the locking system, as well as the loss of the vehicle registration certificate (Part I). However, the hirer is entitled to prove that they are not at fault for any damage or other deterioration to the hired vehicle.

12.7 If the renter's claims ratio exceeds 70% of the premium share of the rental rates calculated by the lessor for the vehicle's insurance (calculation period: 6 months of the entire contractual relationship between the parties) in the area of third-party liability and/or liability reduction, the lessor reserves the right to adjust premiums or increase the excess for all contracts currently being calculated or processed by the lessor.

## 13 The renter's duties to provide information

13.1 The hirer authorises the lessor to obtain information regarding the hirer's business affairs within the meaning of the Federal Data Protection Act and to store the relevant information, together with the information from the contract. In particular, the tenant authorises the landlord to obtain information from the Schutzgemeinschaft für allgemeine Kreditsicherung (SCHUFA) and other recognised credit reference agencies (Creditreform, Bürgel, Coface, etc.) and to pass on data to them regarding the tenant's non-contractual conduct, provided that such reports are necessary to safeguard the legitimate interests of the landlord or the general public and do not prejudice the tenant's legitimate interests. The landlord is entitled to forward the tenant's documents made available to him, as well as information provided by the tenant or third parties, to his refinancing institutions. Upon request, the landlord shall inform the tenant of the credit reference agencies.

13.2 The tenant shall, without being asked, submit up-to-date proof of income and assets to the landlord at least once a year, as well as provide supplementary information regarding their financial situation and details about their business, in particular regarding its structure and any affiliation with a group or conglomerate. The tenant shall notify the landlord of any changes thereto, in particular regarding the legal form and liability arrangements, without being asked and without delay. In any event, the tenant shall make his current annual financial statements available to the landlord each year without being asked, immediately after they have been prepared. Such documents and information shall be treated as confidential by the landlord to the extent set out in clause 13.1.

13.4 The tenant is also obliged, upon request by the landlord, to disclose the current location of the leased property. This applies in particular in the event of an accident or other damage, regardless of the cause.

13.5 The Lessee is obliged to comply with due dates for the general inspection and the emissions test, as well as tachograph calibration dates, and to arrange for these to be carried out. The same applies to brake inspections and all other vehicle inspections required by statutory provisions and/or other obligations towards public authorities. This may also include compliance with requirements imposed by employers' liability insurance associations. The relevant inspection certificates must be made available to the Lessor without being requested.

13.6 If the lessee fails to fulfil any of the above information obligations, they shall compensate the lessor for any resulting damage. This applies in particular to late payment surcharges, additional fees and other charges and levies. If, due to missing, incorrect or late information provided by the tenant, the rental vehicle is not serviced or not serviced in good time and/or is withheld from an official or other prescribed inspection, and if, as a result of this failure, damage to the vehicle is not detected or not detected in good time, the tenant shall bear the resulting additional costs as well as any fines or penalties.

13.7 The hirer is obliged to notify the lessor in writing of the current mileage at intervals of no more than twelve months from the actual handover of the vehicle. If the required notification is not provided, the hirer shall bear the necessary costs incurred by the lessor in making their own assessment.

13.8 The hirer is obliged to notify the lessor of any change in their place of residence, registered office, legal form or liability arrangements immediately upon such a change occurring.

13.9 The lessee is obliged to notify the lessor in writing of any change to their bank details within two weeks of such change taking place.

## 14 Limitation of the Landlord's Liability

14.1 Insofar as the Lessor is liable for damage suffered by the Lessee due to its own fault or the fault of its legal representatives or vicarious agents, its liability is limited to cases of intent or gross negligence. In cases where the landlord is liable for injury to life, limb or health, or for breach of contractual obligations essential to the fulfilment of the contract (cardinal obligations), liability shall also apply in cases of simple negligence.

In the event of initial inability to perform, the landlord shall only be liable if they were aware of, or grossly negligent in failing to recognise, the obstacle to performance. Liability in the event of initial inability to perform is limited to the tenant's negative interest.

14.2 Unless otherwise provided in clause 14.1, the lessor shall not be liable for damages. In particular, the lessee's claims against the lessor for damages arising from defective services, information or advice, breach of contract, delay, non-performance, impossibility of performance, and fault at the time of conclusion of the contract are excluded. This exclusion also applies to claims arising from tort, insofar as these compete with contractual claims.

14.3 In the event of a negligent breach of essential contractual obligations (cardinal obligations), the Landlord's liability shall be limited to the damage typical of the contract and foreseeable at the time of conclusion of the contract. This limitation shall also apply in all cases of gross negligence on the part of the Landlord's vicarious agents.

14.4 Claims for damages due to the absence of warranted characteristics are limited to the damage against which the tenant was intended to be protected by the warranty. This does not apply in cases of intent or gross negligence on the part of the landlord.

14.5 The landlord shall not be liable for any damage suffered by the tenant that was unforeseeable to the landlord at the time the contract was concluded. Furthermore, the landlord shall not be liable for consequential damage arising from defects, nor for loss of profit.

14.6 If, in exceptional circumstances, the landlord is obliged to pay compensation for failure to make the rental property available or for its lack of usability, the tenant's claim is limited to twice the pro-rata rent for the period in question. For all other claims, the landlord's liability for compensation for property damage is limited to a maximum of €25,000.00 per claim.

14.7 The vehicle is provided in the condition in which it is at the start of the rental period.

The lessor shall not be liable for defects in the rental vehicle unless these are deliberately concealed

14.8 The above exclusions and limitations of liability shall not apply insofar as the lessor is liable by virtue of a mandatory statutory provision.

14.9 Where the lessor's liability is excluded or limited, this shall also apply to the personal liability of its representatives, vicarious agents, employees and other staff.

## 15 Tenant's liability for third parties

15.1 All natural persons to whom the tenant permits the use of the rented property or to whom he does not deny the opportunity to use it shall be regarded as vicarious agents of the tenant with regard to all duties of conduct and care relating to the rented property, for whom he shall be liable accordingly.

15.2 The tenant shall in turn oblige all the aforementioned persons to strictly comply with the contractual provisions vis-à-vis the landlord. Upon request, the tenant must provide the landlord with a list of the persons concerned.

15.3 The tenant shall also be liable for all third parties insofar as he has culpably granted them access to the rented property or has failed to keep them away from the rented property due to insufficient security measures.

## 16 Term of the Contract and Termination

16.1 The rental period specified in the contract shall apply. If no rental period is specified in the contract, or if the specified period is invalid, the contract shall be concluded for an indefinite period. In this case, the contract may be terminated by either party with one working day's notice. The minimum rental period must be 30 days.

### 16.2

a) If the tenant returns the rented property before the end of the rental period without the tenancy agreement terminating at the same time, they shall be liable for the full remaining rent up to the end of the agreed rental period in accordance with Section 537(1) of the German Civil Code (BGB).

b) In the event of premature termination of the contract caused by the lessee or otherwise brought about, the lessor shall, at his discretion, be entitled to the statutory rights or compensation in accordance with the following provisions: The lessee shall owe the total remaining net rent accruing up to the agreed end of the contract, less the interest benefit accruing to the lessor, which shall be determined on the basis of his own refinancing interest rate. Conversely, the lessee shall bear any additional costs incurred by the lessor in connection with the marketing of the vehicle, in particular expert fees for determining the difference in value, storage and transport costs, etc. The lessor may claim these additional costs on a flat-rate basis without further proof in the amount of €300. The lessee is entitled to prove that the lessor has not incurred any loss, or has not incurred a loss in the amount claimed.

16.3 The right of both the lessee and the lessor to terminate the contract without notice for good cause remains unaffected. The lessor is entitled to terminate the contract without notice in particular if

- the tenant is more than 10 days in arrears with the payment of a rent instalment due;
- there is a significant deterioration in the tenant's financial circumstances, in particular where the ratings assigned to them by recognised credit reference agencies (Schufa, Creditreform, Bürgel, Coface, etc.) are downgraded by more than a negligible amount and, despite a corresponding request from the landlord, the tenant fails to provide sufficient security for the rented property and the payments still due under the contract;
- attachment proceedings or other enforcement measures are brought against him;
- the tenant is required to provide information regarding his financial circumstances;
- insolvency proceedings are imminent or have been initiated;
- the tenant relocates their place of residence or business abroad;
- the tenant has provided incorrect information or concealed facts during contract negotiations, or has otherwise acted in gross breach of contract, and it is therefore unreasonable for the landlord to continue the contract;
- the rented property is lost, destroyed or suffers a total loss;
- the continuation of the tenancy agreement becomes unreasonable; e.g. due to a damage ratio exceeding 150%.

16.4 The lessor is also entitled to terminate the contract with immediate effect if the leased vehicle has sustained damage or requires repairs which the lessor considers uneconomical. This is generally the case if the repair costs amount to 50% of the vehicle's current market value.

16.5 If the lessee fails to return the hired vehicle upon termination of the hire agreement, the lessor may claim the agreed hire rates for the duration of the non-return, as well as any further damages incurred by the lessor.

16.6 If the hirer continues to use the vehicle, this does not constitute a continuation of the hire agreement. Section 545 of the German Civil Code (BGB) does not apply.

16.7 The lessor shall be entitled to terminate the individual rental agreement with immediate effect if the contractually calculated average monthly mileage (total mileage for the contract period / number of months of the contract term) is exceeded by more than 25%.

16.8 Terminations must be made in writing.

17 Return of the hired vehicle

17.1 At the end of the contract, the hirer must, without being asked, return the vacated hire vehicle, including all items provided for their use, to the lessor's premises at their own expense and risk, unless otherwise agreed.

The vehicle must be clean both inside and out so that a visual inspection can be carried out without difficulty prior to its return. Inside, all windows must be cleaned, the vehicle must be vacuumed and all fittings must have been cleaned. If the vehicle is not returned as described, the lessor shall have it cleaned at the lessee's expense. The lessee shall not, in principle, have any right to purchase the rental object.

Upon return, the rental vehicle must be in the same condition as at the time of handover, apart from the usual inevitable wear and tear taking into account the rental period. The provision under clause 12.6 applies accordingly.

17.2 All documents provided to the hirer (e.g. service booklet, radio code card, navigation CD/DVD, etc.), including the Vehicle Registration Certificate I for the rental vehicle, the MOT and emissions test certificate, as well as all items provided for use (e.g. vehicle keys, summer or winter tyres, spare wheel, etc.), must be returned. If such items are not returned, the lessor is entitled to replace the missing items and to charge the lessee for the cost of replacement.

17.3 If, upon return of the rental vehicle, there are items inside that do not belong to the lessor, the lessor is entitled to remove these and, at the lessor's discretion, to store them or send them to the lessee at the lessee's expense. The risk of loss is borne by the lessee. The lessee shall receive no compensation for any fuel remaining in the tank upon return of the rental vehicle.

17.4 Upon return of the rental object, a report on its condition shall be drawn up, which must be signed by the tenant. If no damage to the rental object is identified upon return, the lessor shall nevertheless be entitled to notify the tenant of such damage at a later date and to assert claims for damages. Any damage identified upon return shall be assessed and evaluated by an independent expert of the lessor's choosing. The values determined in the expert report shall form the basis for the settlement of the damage. The costs of the expert report shall be borne by the lessee.

17.5 The hirer is obliged to inform the lessor of any damage known to them upon return and to notify the lessor if there are indications that repairs are necessary and/or if the vehicle's consumables need to be topped up or replaced. The tenant also has a duty to notify the landlord if the rental vehicle is due for any of the inspections specified in clause 14.4 within four weeks of return.

17.6 The above clauses 17.1 to 17.5 apply in the same way if the return of the rental vehicle takes place in connection with a vehicle exchange.

17.7 If the rental vehicle is not returned by the due date, the right to use it shall lapse. During the period from the end of the rental period until the actual return, the renter shall bear all costs and charges as well as the risk of loss in respect of the rental vehicle. The lessor is entitled to terminate the third-party liability insurance and all other insurance policies; any reduction in liability pursuant to clause 12.2 shall also lapse. The lessee shall bear all costs arising from the late return, including any claims for damages by third parties against the lessor and the costs of locating the vehicle and its return. Until the vehicle is duly returned – irrespective of the termination of the contract in other respects – the provisions of clauses 6, 11, 12, 13 and 16 shall continue to apply, and the hirer shall be obliged to pay reasonable compensation for use within the meaning of Section 546a of the German Civil Code (BGB).

18 General Provisions

18.1 The Lessor is entitled at any time to assign its claims and rights under the contract, together with all rights and obligations, to third parties, in particular for the purpose of refinancing. This also applies to the transfer of services to third parties. The Lessor does not require the Lessee's consent for the transfer of these rights.

18.2 The tenant is only entitled to assign their claims and rights arising from the contract with the prior written consent of the landlord. The assertion of a right of retention and set-off against the landlord's claims arising from this contract is excluded, except in the case of undisputed and legally established claims.

18.3 The contract shall remain in full force and effect even in the event of a change in the tenant's legal form or any other change in the tenant's identity. Similarly, in the event of the sale of the tenant's business, the tenant shall remain fully bound by this contract until its final settlement. In the case of natural persons, the statutory right of termination of the heirs under Section 580 of the German Civil Code (BGB) is excluded.

18.4 Amendments and additions to the relevant contract must be identified as such and must be in writing and signed by both contracting parties. Any deviation from this provision may also only be made in writing. The same applies to any ancillary agreements.

18.5 Should any provision of these terms and conditions be or become invalid, contain an impermissible time limit or a gap, the legal validity of the remaining provisions shall remain unaffected.

19 Place of performance, jurisdiction, applicable law

19.1 The place of performance for all obligations arising from this contract is the lessor's registered office in Gyhum/Bockel.

19.2 In the case of tenants who are merchants, legal entities under public law or special funds under public law, the place of jurisdiction shall be the Hamburg-Altona Local Court or the Hamburg Regional Court, depending on subject-matter jurisdiction. Legal proceedings against the landlord may be brought exclusively in Hamburg. However, the Lessor is not prevented from bringing an action against the Lessee in any other court of competent jurisdiction available to the Lessee. If the Lessee has no general place of jurisdiction within Germany or if, after conclusion of the contract, the Lessee moves their place of residence, business or habitual residence abroad, the international jurisdiction of German courts and the local jurisdiction of the courts competent for Hamburg shall be agreed.

19.3 German law shall apply exclusively to the contract and all related legal transactions and acts, to the exclusion of any uniform international law.

20 Data Protection Clause

20.1 The Lessor is entitled, from the commencement of the business relationship, to electronically store and process data – which may also be personal data – relating to the Lessee and the Lessee's employees using the vehicle for the purposes of contract performance, customer advice, market and opinion research, and for its own advertising campaigns in accordance with Article 6(1)(b) and (f) of the EU General Data Protection Regulation. For the purpose of refinancing the lease agreement, the transfer of the Lessee's data to a refinancing institution is also permitted. The data will be stored for up to 11 years after the end of the contract in accordance with statutory retention periods.

20.2 The lessee is aware that technical vehicle data recorded from the leased vehicle (fuel levels, service and repair requirements, remaining service life of wear parts, mileage, etc.) is automatically transmitted to the lessor and processed there exclusively for the purposes of proper contract performance.

20.3 The Lessor has a legitimate interest in the processing or use of its data for advertising or market and opinion research purposes, in order to provide the Lessee with optimised offers in the future. The Lessee may object to this processing at any time.

20.4 Furthermore, the lessee may exercise their rights under Article 12 et seq. of the EU General Data Protection Regulation by contacting the Data Protection Officer of MHC Mobility GmbH. These include, in particular, the rights to access, rectification, erasure, restriction of processing and objection. The contact details of the Data Protection Officer are:

Weser Datenschutz GmbH – Buchtstr. 13 – 28195 Bremen, Email: datenschutz@mhcmobility.de

**MHC Mobility GmbH**  
**An der Autobahn 12 – 16**  
**27404 Gyhum/Bockel**